

After recording return to:

Robert P. Williamson
Attorney at Law
16300 Mill Creek Blvd. #205
Mill Creek, WA 98012



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SNOHOMISH COUNTY, WASHINGTON

Recording Cover Sheet

Title of Document submitted for Recording:	Amendment to the Declaration of Covenants, Conditions and Restrictions for Parkside Homeowners' Association
Prior recording # (if prior document being assigned or reconveyed):	9101100228, 9102260104, 9110310119
Grantor(s): (Last name first)	Parkside Homeowners' Association, a Washington non-profit corporation
Grantee(s): (Last name first)	1. Plat of Parkside 2. the Public
Legal Description: (Lot, block, section, range)	<input type="checkbox"/> full description on page _____ of document.
Assessor's Property Tax Parcel/Account No.(s):	

The person submitting this document for recordation recognizes that the Auditor/Recorder will rely on the information provided on this form, and that the staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. It is understood that the text of Non-Standard documents may be partially covered-up or obscured by the recording process.

Filing/Recording Fee = \$42 for first page (i.e., this cover page; except DOT page-1 is \$43) plus \$1 for each additional page. Non-Standard filings include extra fee of \$ _____

Amendment to the
DECLARATION of
COVENANTS, CONDITIONS AND RESTRICTIONS

For

PARKSIDE HOMEOWNERS' ASSOCIATION
(A Mill Creek neighborhood)

This Amendment to the Declaration of Covenants, Conditions and Restrictions for the Parkside Homeowners' Association is made as of November 1, 2008 by the Parkside Homeowners' Association (the "Association") by its Board of Directors.

Recitals

A. The original Declaration of Covenants, Conditions and Restrictions for Parkside Homeowners' Association was filed on January 10, 1991 under Snohomish County Recorder's File No. 9101100228. The original Declaration was subsequently amended by Amendments filed under Snohomish County Recorder's File No's 9102260104 and 9110310119.

B. At an special homeowners meeting duly held on November 1, 2008, conducted by mail-in ballots delivered in advance to the Association, the homeowners, by affirmative vote of homeowners representing 78% (62 affirmative approval ballots received from a total of 79 lots) of all Owners, approved a motion to amend the Declaration by adopting a revised CCR §13.1 to enable more roofing materials options.

C. This Amendment is made to implement and incorporate the approved amendment into the Declaration.

Amendment

1. Building Materials. Section 13.1 of the CCRs is hereby amended and restated to read in its entirety as follows:

13.1 Building Materials. All homes constructed on each Lot shall be built of new materials, with the exception of decor items such as used brick, weathered planking, and similar items. The Committee will determine whether a used material is a decor item. In making this determination, the Committee will consider whether the material harmonizes with the aesthetic character of the Parkside development and whether the material would add to the attractive development of the subdivision. The covenant roofing materials are defined as cedar shingles, shakes or unpainted tile. All roofing material shall be limited to cedar shakes, cedar shingles, earth-tone concrete tile, or such other materials as the Board may from time to time designate by rule as being appropriate. Other than the "covenanted" materials listed above, the criteria for Board approval of alternate materials is that the appearance of the alternate material must be

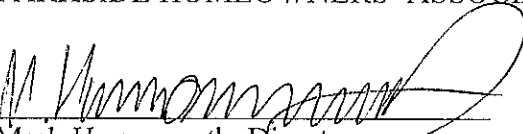
aesthetically close to the "covenanted" materials, i.e., look like cedar shake, cedar shingles or earth-tone concrete tile. All proposed installations of roofing materials shall be approved in writing by the Architectural Committee prior to installation. The Architectural Committee must approve the color of any roofing material and obtain Board approval for any material other than the "covenanted" materials listed above prior to installation. Submittal is required for roofing on new structures, as well as re-roofing an existing structure. All visible masonry shall be native stone, brick, or stucco.

Homeowners who did not have William E. Buchan Inc. construct their homes shall be obliged to use materials of a quality equivalent to those materials which William E. Buchan Inc. has utilized for the construction of homes in the Plat. If inferior materials are utilized, the Committee will require that such materials be replaced. The (1) grade of materials and (2) price of materials shall be relevant considerations in determining whether the materials are of equivalent quality.

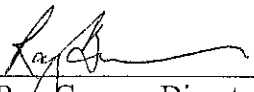
2. Other Provisions. All other provisions of the original Declaration, as previously amended, are confirmed and unchanged.

IN WITNESS WHEREOF, the undersigned Directors have signed this Amendment as of the date first written above.

PARKSIDE HOMEOWNERS' ASSOCIATION, by


Mark Harmsworth, Director

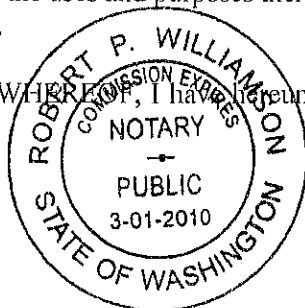

William Schatz, Director

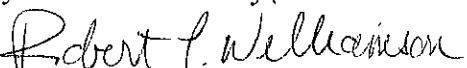

Ray Graves, Director

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this 15 day of DECEMBER 2008, before me personally appeared Mark Harmsworth, to me known to be one of the Directors of the Parkside Homeowners' Association, who executed the within and foregoing instrument, and he acknowledged 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 said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

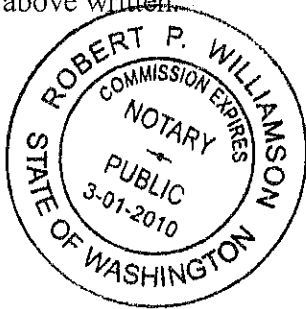



NOTARY PUBLIC in and for the
State of Washington,
residing at: MILL CREEK
My Commission expires: 3-1-10

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH) ss.

On this 16 day of FEBRUARY, ~~2008~~²⁰⁰⁹, before me personally appeared Ray Graves, to me known to be one of the Directors of the Parkside Homeowners' Association, who executed the within and foregoing instrument, and he acknowledged 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 said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

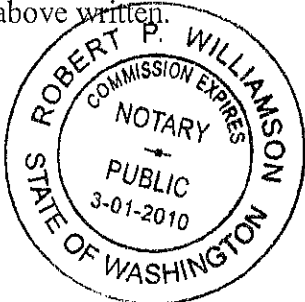


Robert P. Williamson
NOTARY PUBLIC in and for the
State of Washington,
residing at: MILL CREEK
My Commission expires: 3-1-10

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH) ss.

On this 26 day of NOVEMBER, 2008, before me personally appeared William Schatz, to me known to be one of the Directors of the Parkside Homeowners' Association, who executed the within and foregoing instrument, and he acknowledged 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 said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Robert P. Williamson
NOTARY PUBLIC in and for the
State of Washington,
residing at: MILL CREEK
My Commission expires: 3-1-10

RESTATED & AMENDED

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PARKSIDE HOMEOWNERS' ASSOCIATION

THIS DECLARATION is made effective as of January 9, 1991 by WILLIAM E. BUCHAN, INC., ("Declarant"), who is the owner of certain land situated in the State of Washington, County of Snohomish, City of Mill Creek, known as Parkside, which is more particularly described on the Plat recorded as Parkside and hereby supersedes and replaces those recorded under Auditor's File No. 9101100228. In order to ensure preservation of the gracious residential environment at Parkside, Declarant agrees and covenants that all land and improvements now existing or hereafter constructed thereon will be held, sold, conveyed subject to, and burdened by the following covenants, conditions, restrictions, reservations, limitations, liens and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such lands for the benefit of all of such lands and the owners thereof and their heirs, successors, grantees and assigns. All provisions of this Declaration shall be binding upon all parties having or acquiring any right, title or interest in such lands or any portion thereof and shall inure to the benefit of each owner thereof and to the benefit of the Parkside Homeowners' Association and shall otherwise in all respects be regarded as covenants running with the land.

ARTICLE I. DEFINITIONS

For purposes of the Declaration and the Articles of Incorporation and the Bylaws of the Parkside Homeowners' Association, certain words and phrases shall have particular meanings as follows:

1.1 "Association" shall mean and refer to the PARKSIDE HOMEOWNERS' ASSOCIATION and its successors and assigns.

1.2 "Board" shall mean and refer to the Board of Directors of the Association, as provided for in Article XI. For purposes of exercising the powers and duties assigned in this Declaration to the Board, this term, shall also mean the "Temporary Board" or "Declarant" as provided in Article III unless the language or context clearly indicates otherwise.

1.3 "Properties" shall mean and refer to the real property described with particularity in **Exhibit A** and such additions to that property which may hereafter be brought within the jurisdiction of the Association.

1.4 "Owner" shall mean and refer to the record owner (whether one or more persons or entities) of a fee interest in any Lot, including the Declarant and Participating Builders but excluding Mortgagees or other persons or entities having such interest merely as security for the performance of any obligation. Purchasers or assignees under recorded real estate contracts shall

be deemed Owners as against their respective sellers or assignors.

1.5 "Common Maintenance Areas" shall mean those portions of all real property (including the improvements thereto) maintained by the Association for the benefit of the members of the Association. The areas to be maintained by the Association at the time of recording this Declaration are described as (1) Landscape easements depicted on face of Plat and (2) Tracts 101, 103, 104, 105 and 106.

1.6 "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision plat map of the properties except those parcels designated as tracts on said plat.

1.7 "Declarant" shall mean and refer to William E. Buchan, Inc. and its successors and assigns.

1.8 "Architectural Control Committee" shall mean and refer to the duly appointed or elected committee of the Board of Directors as outlined in Article III of this Declaration, hereinafter referred to as the "Committee."

1.9 "Development Period" shall mean and refer to that period of time defined in Article III of this Declaration.

1.10 "Plat" shall mean and refer to the Plat of Parkside as recorded in Volume 51 of Plats, Pages 199 through 205 Records of Snohomish County, State of Washington, under Recording No. 9101105002. Tract 100 & 102 as designated on the plat shall be excluded from any requirements of covenants.

1.11 "Residence" shall mean and refer to buildings occupying any Lot.

ARTICLE II. PRE-EXISTING RESTRICTIONS

The Properties covered by this Declaration, to the extent that the Properties may be already affected by previous covenants, conditions, encumbrances and restrictions, to the extent that such restrictions are valid, the Properties continue to be subject to such restrictions.

ARTICLE III. DEVELOPMENT PERIOD; MANAGEMENT RIGHTS OF DECLARANT DURING DEVELOPMENT

3.1 Management by Declarant. Development Period shall mean that period of time from the date of recording the Declaration until (1) a date five years from the date of recording this Declaration or (2) the thirtieth day after Declarant has transferred title to the purchasers of Lots representing 99 percent of the total voting power of all Lot Owners as then constituted or (3) the date on which Declarant elects to permanently relinquish all of Declarant's authority under this Article III by written notice to all owners, whichever date first occurs. Until termination of the Development Period, either upon the sale of the required number of Lots, the expiration of five

years, or at the election of the Declarant, the Property shall be managed and the Association organized at the sole discretion of the Declarant. If the Development Period has terminated under the foregoing provision (2), the addition of Other Parcels to the Properties already subject to this Declaration shall not change the fact that the Development Period has terminated as to the Properties. If the Development Period has not terminated pursuant to provision (2) herein before the addition of Other Parcels to the Properties, the 99 percent of the total voting power shall be determined on the basis of the voting power in all the Lots then in the Property after the addition of the Other Parcels.

3.2 Notices to Owners. Not less than 10 nor more than 30 days prior to the termination of the Development Period, the Declarant will give written notice of the termination of the Development Period, to the Owner of each Lot. Said notice shall specify the date when the Development Period will terminate and shall further notify the Owners of the date, place and time when a meeting of the Association will be held. The notice shall specify that the purpose of the Association meeting is to elect new Officers and Directors of the Association and to approve or establish articles and bylaws. Notwithstanding any provision of the Articles or Bylaws of the Association to the contrary, for the purpose of this meeting, the presence, either in person or by proxy, of the Owners of five Lots shall constitute a quorum. The Board of Directors and Officers of the Association may be elected by a majority vote of said quorum. If a quorum shall not be present, the Development Period shall nevertheless terminate on that date specified in said notice and it shall thereafter be the responsibility of the Lot Owners to provide for the operation of the Association.

3.3 Temporary Board. Declarant may in his sole discretion, and at such times as the Declarant deems appropriate, appoint three persons who may be Lot Owners, or are representatives of corporate entities or other entities which are Lot Owners, as a Temporary Board. This Temporary Board shall have full authority and all rights, responsibilities, privileges and duties to manage the Properties under this declaration and shall be subject to all provisions of this Declaration, the Articles and the Bylaws, provided that after selecting a Temporary Board, the Declarant, in the exercise of his sole discretion, may at any time terminate the Temporary Board and re-assume his management authority under this Article III or select a new Temporary Board under this section of Article III.

3.4 Declarant's Powers. So long as no Temporary Board is managing the Properties or until such time as the first permanent Board is elected, should Declarant choose not to appoint a Temporary Board, Declarant or a managing agent selected by the Declarant shall have the power and authority to exercise all the rights, duties and functions of the Board and generally exercise all powers necessary to carry out the provisions of this Declaration, including but not limited to enacting reasonable administrative rules, contracting for required services, obtaining property and liability insurance, and collecting and expending all assessments and Association funds. Any such managing agent or the Declarant shall have the exclusive right to contract for all goods and services, payment for which is to be made from any monies collected from assessments.

3.5 Confirmation of Authority. These requirements and covenants are made to ensure that the Properties will be adequately administered in the initial stages of development and to ensure an orderly transition to Association operations. Acceptance of an interest in a Lot evidences

acceptance of this management authority in Declarant.

ARTICLE IV. DEED AND DEDICATION OF EASEMENTS

Declarant hereby transfers and conveys to the Association for the common use and enjoyment of the Association and the Owners all easements created hereby in Common Maintenance Areas for the purpose of open space enjoyment, utilities and access, reserving, however, to Declarant for the benefit of Declarant, his successors and assigns, an equal right to utilize all easements. The Declarant's and Association's right to use such easements are subject to the right of the public to use rights-of-way which have been dedicated as public roads and are open to public access, including emergency vehicle access.

ARTICLE V. ADMINISTRATION AND USE OF TRACTS 101, 103, 104, 105, 106 AND COMMON MAINTENANCE AREAS

5.1 Use of Tracts 101, 103, 104, 105 & 106. Owners and members of the public shall be allowed to use Tracts 103, 104, 105 & 106 for pedestrian access. Tract 101 pedestrian access is limited only to those areas where easements have been granted. Any improvement made to this tract must be approved by City of Mill Creek, and the Association.

5.2 Alteration of the Common Maintenance Areas. Nothing shall be altered, or constructed in, or removed from the Common Maintenance Areas except upon prior written consent of the Committee.

5.3 Dumping in Common Maintenance Areas, or Tracts. No trash, plant or grass clippings or other debris of any kind shall be dumped, deposited or placed on any Tract or Common Maintenance Areas.

5.4 Landscaping and Fencing. No structures of any kind, including fences or walls, may be built or placed within any right-of-way or easements delineated on the Plat except as deemed appropriate by the Committee and the City of Mill Creek.

5.5 Other Parcels. If Other Parcels are added to the Properties, the Owners of Other Parcels shall share in the expense of maintaining Common Maintenance Areas.

5.6 Use and Maintenance of Retention and Detention Facilities, Tracts 101 & 103. The Homeowners' Association shall own and operate the retention and detention facilities located within Tract 101 and 103. The city engineer may inspect these facilities annually or as needed to insure that the facilities operate properly. The maintenance and/or cleaning of the facilities will be done in accordance with the maintenance requirements for privately maintained drainage facilities as attached hereto as **Exhibit B**. All costs incurred as a result of fulfilling these maintenance requirements shall be borne by the Association.

ARTICLE VI. CUTTING PRESERVE AND TREE REMOVAL

Certain significant trees have been identified for the City of Mill Creek throughout this subdivision to be preserved. These trees are identified on the Tree Survey on file with the City. In addition to this plan, there exist additional cutting preserve areas effecting lots 1, 2, 9 through 38, and 46 through 51. No tree is to be cut or removed on any lot which is indicated on the Tree Preservation Plan or within the cutting preserve areas except as allowed by the City of Mill Creek.

ARTICLE VII. MAINTENANCE OF THE COMMON AREAS AND SITES; DELEGATION OF MANAGEMENT

7.1 Cleaning Rights-of-Way Within the Plat. The Association shall be responsible for cleaning all rights-of-way within the Plat, unless said cleaning is performed by the city to the satisfaction of the Association.

7.2 Responsibility for Maintaining Common Maintenance Areas. The Association is responsible for maintaining and preserving the character of the Common Maintenance Areas. Common Maintenance Areas have been set aside for landscaping and community identification purposes.

7.3 Repair of Common Maintenance Areas. Any damage to common Maintenance Areas or improvements thereon, including landscape plantings, sprinkler systems, fences, berms, etc., by the Owners or their relatives or guests shall be repaired within one week by the Owner who caused the area to be damaged. If such repairs are not made timely, the Association shall make the repair and the Owner will be obliged to immediately remit funds for the repair. If the Owner fails to make payment for such repairs within 30 days, the amount for such repairs shall bear interest at the rate of 12% per annum. The Association shall have all rights at law or in equity to collect the repair amount plus interest, including the right to assess the Owner's lot pursuant to Article VIII, and shall be entitled to all costs of collection, including reasonable attorneys' fees and costs.

7.4 Maintenance of Landscaping. It shall be the responsibility of the Association to maintain the entry landscaping within the landscaped easement, and the entry right of way at the entrance to the Plat on Village Green Drive and the landscaped islands within the cul-de-sac right-of-ways listed as 27th Dr. S.E., 29th Dr. S.E. & 154th St. S.E.

7.5 Management. Each Owner expressly covenants that the Board and the Declarant, during the Development Period, may delegate all or any portion of their management authority to a managing agent, manager or officer of the Association and may enter into such management contracts or other service contracts to provide for maintenance and the operation of Common Areas and any portion thereof. Any management agreement or employment agreement for the maintenance or management of the common Areas or any portion thereof shall be terminable by the Association without cause upon 90 days' written notice thereof, the term of any such

agreement shall not exceed three years, renewable by agreement of the parties for successive three-year periods. Each Owner is bound to observe the terms and conditions of any such management agreement or employment contract, all of which shall be made available for inspection by any Owner on request. Fees applicable to any such management, employment or service agreement shall be assessed to the Association or owners prior to formation of Association.

ARTICLE VIII. ASSESSMENTS

8.1 Authority for Assessments. Each Owner of any Lot, by acceptance of a deed therefore, whether it shall be so expressed in each deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges and (2) special assessments for capital improvements and retention and detention maintenance. If the Owner fails to pay assessments within thirty (30) days of the date specified by the Association, the annual and special assessments, together with any interest, costs and any reasonable attorneys' fees incurred to collect such assessments, shall be a lien on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with any interest, costs and reasonable attorneys' fees incurred in attempting to collect the assessment, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them. The Association shall record such liens in the Office of the Snohomish County Auditor.

8.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and for the improvement and maintenance of the Common Maintenance Areas as provided in Article V.

8.3 Annual Assessment. Until January 1992, the annual assessment shall be \$160.00 per Lot; 6% of which shall be allocated and paid to the Declarant for Plat management services provided by the Declarant to the Association or by a professional management firm. Such allocation of funds to the Declarant shall cease when the Development Period expires and the Association assumes collection costs, bookkeeping, and other management responsibilities which are described with particularity in the Bylaws of the Association.

The annual assessment may be increased during the Development Period to reflect increased or added (1) maintenance costs, (2) repair costs, or (3) plat management costs.

(a) After the Development Period expires, the maximum annual assessment may be increased each year not more than 10 percent above the maximum annual assessment for the previous year without a vote of the membership.

(b) After the Development Period expires, the maximum annual assessment may be increased by more than 10 percent only if two-thirds of the members of the Association, who are voting in person or by proxy at a meeting duly called for this purpose, consent to such an increase.

(c) After the Development Period expires, the Board of Directors shall fix the annual

assessment in accord with the above-recited standards.

8.4 Special Assessments for Capital Improvement. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a common assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Maintenance Areas or any improvements upon the Common Areas not provided by this Declaration, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the members of the Association who are voting in person or by proxy at a meeting duly called for this purpose.

8.5 Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 of this Article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first meeting called, the presence of sixty percent (60%) of the votes of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement; the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting.

8.6 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and must be collected on an annual basis, provided, however, that any Lot owned by the Declarant shall not be subject to any assessment or charge herein described.

8.7 Date of Commencement of Annual Assessment; Due Dates. The annual assessments described in this Article shall commence and be due on January 1, 1991. After the Development Period expires, the Board of Directors shall fix the annual assessment. Written notice of the annual assessment shall be sent to every Owner subject to such assessments. The due date shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has 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.

8.8 Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of twelve percent (12%) per annum. Each Owner hereby expressly vests in the Association or its agents the right and power to bring all actions against such Owner personally for the collection of such assessments as debts and to enforce lien rights of the Association by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in like manner as a mortgage of real property. Such Owner hereby expressly grants to the Association the power of sale in connection with such liens. The liens provided for in this section shall be in favor of the Association and shall be for the benefit of the Association. The Association shall have the power to bid in an interest at foreclosure sale and to acquire, hold, lease, mortgage and convey the same. The Owner is responsible for payment of all attorneys' fees incurred in collecting past due assessments or enforcing the terms of assessment liens (see Section 16.4). No Owner may waive or otherwise escape liability for the assessments provided

herein by non-use of the Common Areas or abandonment of his Lot.

The Association shall have the right to suspend the voting rights of an Owner for any period during which any assessment against the Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of the terms of either this Declaration, the Articles or the Bylaws of the Association.

8.9 Subordination of the Lien to Mortgage. The lien for assessment, provided for in this Article, shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien created pursuant to this article as to payments which become due prior to such sale or transfer. No sale or transfer, however, shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

8.10 Exempt Property. All property dedicated to and accepted by local public authority shall be exempt from the assessments provided for in this Article. Property owned by Declarant shall also be exempt from such assessment.

8.11 Management by Declarant During the Development Period. Declarant, at its option, shall have and may exercise all of the rights and powers herein given to the Association. Such rights and powers are reserved by the Declarant, its successors and assigns as provided in Article III. Declarant shall have the right and option to assess owners for actual costs of maintaining Common Areas, Common Maintenance Areas and rights-of-way and Plat management fee and any other cost which would normally be incurred by the association during the Development Period.

ARTICLE IX. MAINTENANCE OF LOTS

9.1 Exterior Maintenance by Owner. Each Lot and Residence shall be maintained by the Owner in a neat, clean and sightly condition at all times and shall be kept free of accumulations of litter, junk, containers, equipment, building materials, and other debris. All refuse shall be kept in sanitary containers sealed from the view of any Lot; the containers shall regularly be emptied and the contents disposed of off the Properties. No grass cuttings, leaves, limbs, branches, and other debris from vegetation shall be dumped or allowed to accumulate on any part of the Properties, except that a regularly tended compost device shall not be prohibited. No storage of goods, vehicles, boats, trailers, trucks, campers, recreational vehicles, or any other equipment or device shall be permitted in open view from any Lot or right-of-way. Vehicles, boats, trailers, trucks, campers, and recreational vehicles shall be referred to as "Vehicles". This provision shall not exclude temporary (less than 24 hours) parking of Vehicles on the designated driveway areas adjacent to garages on the Lots. This paragraph is not meant to disallow permanent (more than 24 hours) parking or storage of Vehicles on the Lots, but if stored, Vehicles shall be adequately screened from the view of adjacent rights-of-way and Lots. Screening of such Vehicles must have the approval of the Committee. Upon 48 hours' notice to the Owner of an improperly parked Vehicle, the Board has the authority to have towed, at the

Owner's expense, any Vehicles visible from the right-of-way or adjacent Residences that are parked on any Lot or within the right-of-way for more than 24 hours.

Notwithstanding the foregoing, Owners who have visiting guests intending to stay in such a Vehicle may secure written permission from the Board for such guests to park the Vehicle upon the Lot owned by the Owner for a maximum period of one week. Such a privilege shall only exist, however, after the written permission has been obtained from the Board.

9.2 Easement for Enforcement Purposes. Owners hereby grant to the Association an express easement for purposes of going upon the Lots of Owners for the purpose of removing Vehicles or other similar objects which are parked or stored in violation of the terms of this Declaration.

9.3 Lot Maintenance by the Association. In the event that an Owner shall fail to maintain the exterior of his premises and the improvements situated thereon in a manner consistent with maintenance standards of the Parkside community, the Board shall, upon receipt of written complaint of any Owner, and subsequent investigation which verifies that complaint, have the right through its agents and employees to enter upon the offending Owner's Lot and repair, maintain and restore the Lot and exterior of the improvements on that Lot if the Owner shall fail to respond in a manner satisfactory to the Board within forty-five (45) days after mailing of adequate notice by certified mail to the last known address of the Owner. The cost of such repair, maintenance or restoration shall be assessed against the Lot, and the Board shall have the right to cause to be recorded a notice of lien for labor and materials furnished, which lien may be enforced in the manner provided by law. In the event that the estimated cost of such repair should exceed one-half of one percent of the assessed value of the Lot and improvements on that Lot, the Board shall be required to have the assent of two-thirds of the Members before undertaking such repairs.

9.4 Enforcement During the Development Period. During the Development Period, the Declarant may elect to exercise and perform the functions of the Board. If the Declarant elects not to perform this function or at any time elects to no longer perform this function, the Declarant shall appoint the Temporary Board to function as provided herein.

ARTICLE X. HOMEOWNERS' ASSOCIATION

10.1 Non-Profit Corporation. The Association shall be a nonprofit corporation under the laws of the State of Washington.

10.2 Membership. Every person or entity which is an Owner of any Lot shall become a member of the Association. Membership shall be appurtenant to the Lot and may not be separated from ownership of any Lot and shall not be assigned or conveyed in any way except upon the transfer of title to said Lot and then only to the Transferee of title to the Lot. All Owners shall have the rights and duties specified in this Declaration, the Articles and the Bylaws of the Association.

10.3 Voting Rights. Owners, including the Declarant, shall be entitled to one vote for each

Lot owned. When more than one person or entity owns an interest in any Lot, the vote for that Lot shall be exercised as the Owners decide to exercise that vote but, in no event, shall more than one vote be cast with respect to any Lot nor shall any vote be divided. The voting rights of any Owner may be suspended as provided for in this Declaration, the Articles and the Bylaws of the Association.

10.4 Meetings. Meetings shall be conducted in accord with the specifications set forth in the Bylaws of the Parkside Homeowners' Association.

ARTICLE XI. MANAGEMENT BY BOARD

11.1 Expiration of the Development Period. Upon expiration of the Declarant's management authority under Article III, all administrative power and authority shall vest in a Board of three directors who need not be members of the Association. The Association, by amendment of the Bylaws, may increase the number of directors. All Board positions shall be open for election at the first annual meeting after termination of the Development Period under Article III.

11.2 Terms. The terms of the Board are defined in the Bylaws.

11.3 Powers of the Board. All powers of the Board must be exercised in accord with the specifications which are set forth in the Bylaws. The Board, for the benefit of all the Properties and the Lot Owners, shall enforce the provisions of this Declaration and the Bylaws. In addition to the duties and powers imposed by the Bylaws and any resolution of the Association that may be hereafter adopted, the Board shall have the power and should be responsible for the following, in way of explanation but not limitation:

(a) Insurance. Obtain policies of general liability insurance.

(b) Legal and Accounting Services. Obtain legal and accounting services if necessary to the administration of Association affairs, administration of the Common Areas, or the enforcement of this Declaration.

(c) Maintenance. Pay all costs of maintaining the Cannon Areas and Common Maintenance Areas.

(d) Maintenance of Lots. If necessary, maintain any Lot if such maintenance is reasonably necessary in the judgment of the Board to (1) protect Common Areas and Common Maintenance Areas or (2) to preserve the appearance and value of the Properties or Lot. The Board may authorize such maintenance activities in accordance with Section 9.3, if the Owner or Owners of the Lot have failed or refused to perform maintenance within a reasonable time after written notice of the necessity of such maintenance has been delivered by the Board to the Owner or Owners of such Lot, provided that the Board shall levy a special assessment against the Owner or Owners of such Lot for the cost of such maintenance.

(e) Discharge of Liens. The Board may also pay any amount necessary to discharge any

lien or encumbrance levied against the entire Properties or any part thereof which is claimed or may, in the opinion of the Board, constitute a lien against the Properties or against the Common Areas rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such liens, they shall be jointly and severally liable for the cost of discharging it and any costs or expenses, including reasonable attorneys' fees and costs of title search incurred by the Board by reason of such lien or liens. Such fees and costs shall be assessed against the Owner or Owners and the Lot responsible to the extent of their responsibility.

(f) Utilities. Pay all utility charges attributable to Common Areas and Common Maintenance Areas.

(g) Security. Pay all costs deemed appropriate by the Board to ensure adequate security for the Lots and Common Areas constituting the residential community created on the Properties.

(h) Right to Contract. Have the exclusive right to contract for all goods, services, maintenance, and capital improvements provided, however, that such right of contract shall be subject to Association approval.

(i) Improvement of Common Areas. Improve the Common Areas with capital improvements to such Common Areas; provided that for those capital improvements exceeding \$5000.00, 66% of the Owners must approve the addition of such capital improvements to the Common Areas.

(j) Promulgation of Rules. Adopt and publish rules and regulation governing the members and their guests and establish penalties for any infraction thereof.

(k) Declaration of Vacancies. Declare the office of a member of the Board to be vacant in the event that a member of the Board is absent from three consecutive regular meetings of the Board.

(l) Employment of Manager. Employ a manager, an independent contractor, or such other employees as the Board deems necessary and describe the duties of such employees.

(m) Payment for Goods and Services. Pay for all goods and services required for the proper functioning of the Common Areas and Common Maintenance Areas.

(n) Bank Account. Open a bank account on behalf of the Association and designate the signatories required.

(o) Exercise of Powers, Duties and Authority. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of the Bylaws, Articles of Incorporation, or this Declaration. The Board shall have all powers and authority permitted to it under this Declaration and the Bylaws. However, nothing herein contained shall be construed to give the Board authority to conduct a business for profit on behalf of all the Owners or any of them.

ARTICLE XII. LAND USE RESTRICTIONS

12.1 Single Family Use. All Lots within the Properties shall be used solely for private single-family residential purposes. Private single-family residences shall consist of no less than one Lot. No residence shall be constructed which exceeds three stories in height, inclusive of basement. Each residence must have a private enclosed car shelter for not less than two cars. No single structure shall be altered to provide residence for more than one family. Rambler-type residences (residences consisting of a basement and one story or residences consisting of a single story) shall contain at least 1,800 square feet. Multi-story residences (residences consisting of a basement and two stories or residences consisting of two stories) shall contain at least 2,200 square feet. In computing the total square footage of a residence, the unfinished basement and the garage shall not be included.

12.2 Non-Interference. No Lot shall be used in a fashion which unreasonably interferes with the other Owners' right to use and enjoy their respective Lots or Common Areas. The Board, the Committee designated by it, or the Declarant during the Development Period, shall determine whether any given use of Site unreasonably interferes with those rights; such determinations shall be conclusive.

12.3 Nuisances. No noxious or offensive activity shall be conducted on any Lot or Common Area nor shall anything be done or maintained on the Properties which may be or become an activity or condition which unreasonably interferes with the right of other Owners to use and enjoy any part of the Properties. No activity or condition shall be conducted or maintained on any part of the Properties which detract from the value of the Properties as a residential community. No untidy or unsightly condition shall be maintained on any property. Untidy conditions shall include, but are not limited to, publicly visible storage of wood, boats, trailers, recreational vehicles and disabled vehicles of any kind whatsoever.

12.4 Fences. Fences, walls or shrubs are permitted to delineate the Lot lines of each Lot, subject to (1) the approval of the Committee and (2) determination whether such fences, walls or shrubs would interfere with utility easements reflected on the face of the Plat and other easements elsewhere recorded. No barbed wire or corrugated fiberglass fences shall be erected on any Lot. All fences, including chain link fences, open and solid, are to meet the standards set by the Committee and must be approved by the Committee prior to construction.

12.5 Temporary Structures/Parking. No structure of a temporary character or trailer, recreational vehicle, basement, tent, shack, garage, barn, or other out buildings shall be used on any Lot at any time as a residence, either temporarily or permanently. No vehicles parked in public rights-of-way may be used temporarily or permanently for residential purposes.

12.6 Mining. No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted on or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted on or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon

any Lot. Oil storage for residential heating purposes is permissible if the storage tank is buried.

12.7 Building Setbacks. Setback requirements for all residences in the Plat shall be established in accord with relevant public zoning ordinances. No dwelling shall be located on any Lot nearer than 20 feet to the rear Lot line. For the purpose of this Covenant, eaves, steps, chimneys and open porches shall not be considered as part of the dwelling; provided, however, that this shall not be construed, to permit any portion of a dwelling on a Lot to encroach upon another Lot or upon any easement indicated on the face of the Plat or as otherwise recorded or upon Common Areas.

12.8 Signs. No signs, billboards, or other advertising structure or device shall be displayed to the public view on any Lot except one sign not to exceed five square feet in area may be placed on a Lot to offer the property for sale or rent. Signs also may be used by a builder to advertise the property during the construction and sale period. Political yard signs, not more than five square feet, of a temporary nature will be allowed during campaign periods on Lots. Within five days of the occurrence of the election, such signs must be removed from Lots. The Board may cause any sign placed on Properties in violation of this provision to be removed and destroyed.

12.9 Animals. No animals other than dogs, cats, caged birds, tanked fish, and other conventional small household pets may be kept on any Lot. Dogs shall not be allowed to run at large. Leashed, animals are permitted within rights-of-way. Efforts should be made by the person accompanying the animal to remove animal waste deposited on lawns and rights-of-way. All pens and enclosures must be approved by the Committee prior to construction and shall be kept clean and odor free at all times. If the investigation of the Board indicated that animals are kept in violation of this section, the Board will give the Owner 10 days' written notice of the violation. Such violations must be remedied by the Owner within 10 days. Failure to comply with the written notice will result in a fine of \$25 per day. The Association shall be entitled to attorneys' fees for any action taken to collect such fines in accord with the provisions of Section 16.4.

12.10 Delegation of Use and Responsibilities. Any Owner may delegate, in accord with the Bylaws of the Parkside Homeowners' Association, his right of enjoyment of common Areas to members of his family, his tenants, or contract purchasers who reside on the property. In the event an owner rents or leases his property, a copy of this Declaration as well as any rules and regulations that may be adopted by the Association shall be made available by the Owner to the prospective renter at the time of commitment to the rental agreement. Each Owner shall also be responsible for informing guests and service personnel of the contents of this Declaration, as well as any rules and regulations that may be adopted by the Association as they may relate to appropriate community behavior.

ARTICLE XIII. BUILDING RESTRICTIONS

13.1 Building Materials. All homes constructed on each Lot shall be built of new materials, with the exception of decor items such as used brick, weathered planking, and similar items. The Committee will determine whether a used material is a decor item. In making this determination,

the Committee will consider whether the material harmonizes with the aesthetic character of the Parkside development and whether the material would add to the attractive development of the subdivision. All roofs are to be unpainted cedar shingles, shakes or tile. All visible masonry shall be native stone, brick, or stucco.

Homeowners who do not have William E. Buchan Inc., construct their homes shall be obliged to use materials of a quality equivalent to those materials which William E. Buchan Inc. has utilized for the construction of homes in the Plat. If inferior materials are utilized, the Committee will require that such materials be replaced. The (1) grade of materials and (2) price of materials shall be relevant considerations in determining whether the materials are of equivalent quality.

13.2 Plan Checks/Construction Cleanup Fee. Each Owner not using William E. Buchan, Inc. as house builder is required to keep the Lot clean and to relieve all construction debris in a timely manner. Each Owner is responsible for keeping the street and sidewalk clean and unobstructed and shall ensure that they are protected from damage. All repairs and final cleaning shall be completed within ten (10) days of completion of construction. Such Owners not using William E. Buchan Inc. as house builder shall be required to pay a \$700.00 per lot fee to the Committee at the time of plan submittal. \$200.00 of said fee is non-refundable to be used to ensure compliance with this declaration and to administer the certification of the Committee as described below. The remaining \$500.00 of said fee will be held until house construction is complete and the Committee has certified that the Owner's responsibilities under this Section have been fulfilled. The Committee shall have thirty (30) days following written notice by the Owner that construction has been completed to either certify compliance or to inform the Owner, in writing, of the reasons for its refusal to certify and what the Owner must do to obtain certification. If the Owner does not perform those items to the Committee's satisfaction within the later of fifteen (15) days from the date of the Committee's notice or forty-five (45) days after completion of construction, the Committee may, at its option, perform the cleanup using the remaining \$500.00. In the event the remaining \$500.00 is insufficient to pay the costs of cleanup, the Owner shall remain liable for the difference which may be enforced in as an assessment under this Declaration or in any other manner available at law or in equity.

13.3 Permits. No construction or exterior addition or change or alteration of any structure may be started on any portion of the Properties without the Owner first obtaining a building permit and other necessary permits from the proper local governmental authority. The Committee must approve the plans for all construction or alteration proposals (see Article XV).

13.4 Codes. All construction shall conform to the requirements of the State of Washington Rules and Regulations for Installing Electric Wires and Equipment, and Uniform Codes (building, mechanical, plumbing), in force at the commencement of the construction, including the latest revisions thereof.

13.5 Time of Completion. The exterior of any structure, including painting or other suitable finish and landscaping, shall be completed within nine months of the beginning of construction so as to present a finished appearance when viewed from any angle. The construction area shall be kept reasonably clean during the construction period.

13.6 Entry for Inspection. Any agent, officer or member of the Board, Committee, or the Declarant may, at any reasonable predetermined hour upon 24 hours' notice during construction or exterior remodeling, enter and inspect the structure to determine if there has been compliance with the provisions of this Declaration. The above recited individuals shall not be deemed guilty of trespass for such entry or inspection. There is created an easement over, upon and across the residential Lots for the Purpose of making and carrying out such inspections.

13.7 Contractor. No home may be constructed on any Lot other than by a contractor licensed as general contractor under the statutes of the State of Washington without the prior approval of the Committee.

ARTICLE XIV. UTILITIES

14.1 Wiring. The wiring of accessory buildings or lights of any kind shall be underground.

14.2 Antennae. No radio or television antennae, transmitters or parabolic reflectors (satellite dish antennae) shall be permitted unless approved by the Committee.

ARTICLE XV. ARCHITECTURAL CONTROL

15.1 Architectural Control Committee ("Committee"). The Committee shall consist of not less than three and not more than five members. It is not a requirement that members of the Committee be (1) Owners or (2) members of the Association. During the Development Period, the Declarant may elect to exercise and perform the functions of the Committee. If the Declarant elects not to perform this function, or at any time elects to no longer perform this function, the Declarant or the Board shall appoint the Committee to function as herein provided. After termination of the Development Period, the functions of the Committee shall be performed by the Board until such time as the Board shall appoint and designate the Committee. The Committee shall be appointed within one month of the election of the Board following the termination of the Development Period.

15.2 Jurisdiction and Purpose. The Committee or the Declarant shall review proposed plans and specification for Residences, accessory structures (e.g., garden sheds, tool sheds, doll houses, and playground equipment), fences, walls, appurtenant recreational facilities (e.g., hot tubs, spas, basketball courts, basketball hoops, tennis courts, swimming pools, bath houses) or other exterior structures to be placed upon the Properties. No exterior addition or structural alteration may be made until plans and specifications showing the nature, kind, shape, height, materials and location of the proposed structure or alteration have been submitted to and approved, in writing, by the Committee. The Committee shall also review proposals to change the exterior color of homes in the Plat. The Committee shall determine whether the exterior design and location of the proposed structure, alteration, or color change harmonizes with the (1) surrounding structures, (2) surrounding natural and built up environment, and (3) aesthetic character of other homes in the Plat.

15.3 Membership. The Committee shall be designated by the Board. An election to fill either a newly created position on the Committee or a vacancy on the Committee requires the vote of the majority of the entire Board. However, the board is not obliged to fill a vacancy on the Committee unless the membership of the Committee numbers less than three persons.

15.4 Designation of a Representative. The Committee may unanimously designate one or more of its members or a third party to act on behalf of the committee with respect to both ministerial matters and discretionary judgments.

15.5 Donation of Time. No member of the Committee shall be entitled to any compensation for services performed on behalf of the Committee. Committee members shall have no financial liability resulting from Committee actions.

15.6 Address of the Committee. The address of the Committee shall be at the registered office address of the Association.

15.7 Voting. Committee decisions shall be determined by a majority vote by the members of the Committee.

15.8 Submission of Plans. All plans and specifications required to be submitted to the Committee shall be submitted by mail to the address of the Committee in duplicate. The written submission shall contain the name and address of the owner submitting the plans and specifications, identify the Lot involved, and the following information about the proposed structure:

- (a) The location of the structure upon the Lot;
- (b) The elevation of the structure with reference to the existing and finished Lot grade;
- (c) The general design;
- (d) The interior layout;
- (e) The exterior finish materials and color, including roof materials;
- (f) The landscape plan including front and back yards; and
- (g) Other information which may be required in order to determine whether the structure conforms to the standards articulated in this Declaration and the standards employed by the committee in evaluating development proposals.

15.9 Evaluating Development Proposals. The Committee shall have the authority to establish aesthetic standards for shall determine whether the external design, color, building materials, appearance, height, configuration, and landscaping of the proposal harmonize with (1) the various features of the natural and built environment, (2) the aesthetic character of the other homes in Parkside, and (3) any other factors which affect the desirability or suitability of a proposal. The Committee may decline to approve any proposal which (1) fails to meet the above recited standards and any other aesthetic standards promulgated by the Committee, (2) impacts adversely on nearby Properties and Common Areas, or (3) is of a temporary or non-permanent nature. Committee determinations may be amended by a majority vote of Committee members.

15.10 Exclusions. Proposals for homes constructed by William E. Buchan, Inc. are not subject to review by the Committee.

15.11 Approval Procedure. Prior to submitting plans to the Committee, the Owner must give written notice, by certified mail, to all adjacent owners giving a description and location of his proposal. Upon submission of plans the owner must give the Committee an affidavit that he has given the proper notice and the date of notice. Objecting Owner(s) must file a written objection with the Committee within twenty-one (21) days of receipt of said notice. If no objections have been filed with the Committee, the adjacent Owners will be deemed to have waived their rights to file an action against the Committee. Should an objection be filed with the Committee and the Committee approves (either expressly or letting the twenty-one (21) days go by), then the objecting Owner has ten (10) days to file a suit or take other action to reverse, modify or challenge the Committee approval. In the event the objecting Owner does not take such action within the ten days, such owner shall be deemed to have waived any and all rights he or she may have against the Committee, within twenty-one (21) days after the receipt of the proposal, the Committee may approve or disapprove the proposal. The committee may decline to approve any proposal which, in its opinion, does not conform to restrictions articulated in this Declaration or to its aesthetic standards. The Committee shall indicate its disapproval on one of the copies of the proposal provided by the applicant and shall return the proposal to the address shown on the proposal.

15.12 Compliance with Codes. In all cases, ultimate responsibility for satisfying all local building codes and requirements rests with the Owner and contractor employed by the Owner. The Committee has no responsibility for ensuring that plans and specifications which it reviews comply with local building codes and requirements. The Committee shall be held harmless in the event that a structure which it authorizes fails to comply with relevant building and zoning requirements. No person on the Committee or acting on behalf of the Committee shall be held responsible for any defect in any proposals which are approved by the Committee nor shall any member of the Committee or any person acting on behalf of the Committee be held responsible for any defect in a structure which was built pursuant to plans and specifications approved by the Committee.

15.13 Variation. The Committee shall have the authority to approve proposals which do not conform to these restrictions in order to (1) overcome practical difficulties or (2) prevent undue hardship from being imposed on an Owner as a result of applying these restrictions. However, such variations may only be approved in the event that the variation will not (1) detrimental impact on the overall appearance of the development, (2) impair the attractive development of the subdivision or (3) adversely affect the character of nearby Lots or Common Areas. Granting such a variation shall not constitute a waiver of the restrictions articulated in this Declaration. Variations shall only be granted if the Committee determines that the variation would further the purposes and intent of these restrictions. Variations shall only be granted in extraordinary circumstances.

15.14 Enforcement. In any judicial action to enforce a determination of the Committee, the losing party shall pay the prevailing party's attorneys' fees, expert witness fees and other costs incurred in connection with such a legal action or appeal (see Section 16.4).

ARTICLE XVI. GENERAL PROVISIONS

16.1 Covenants Running with the Land. These covenants are to run with the land and be binding on all parties and persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time the covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the individuals then owning Lots has been recorded which reflects their intent to amend the covenants in whole or in part.

16.2 Amendment. This Declaration and the Bylaws may be amended at any time if seventy-five percent (75%) of the members vote to amend particular provisions of either instrument. This Declaration may be amended during the Development Period by any instrument signed by both the Declarant and the Owners of at least fifty-one percent (51%) of the Lots, including those owned by the Declarant. The provisions expressly referring to the Declarant may not be amended without the Declarant's approval. All amendments must be filed with the office of the Snohomish County Auditor.

16.3 Enforcement. The Association, the Board, or any Owner shall have the right to enforce, by any legal proceeding, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.

16.4 Attorneys' Fees. In the event that it is necessary to seek the services of an attorney in order to enforce any (1) provision of this Declaration or (2) lien created pursuant to the authority of this Declaration, the individual against whom enforcement is sought shall be obliged to pay any attorneys' fees incurred. If the Owner fails to pay such fees within sixty (60) days, such fees shall become a lien against the Owner's Lot.

In any legal action commenced in order to enforce the provisions of this Declaration, the prevailing party shall be entitled to recover all reasonable attorneys' fees and expert witness fees incurred in order to enforce the provisions of this Declaration. The prevailing party shall also be entitled to recover all costs.

16.5 Successors and Assigns. The covenants, conditions and restrictions articulated in this Declaration shall run with the land and shall accordingly be binding on all successors and assigns.

16.6 Severability. The invalidity of any one or more phrases, clauses, sentences, paragraphs or sections hereof shall not affect the remaining portions of this Declaration or any part thereof. In the event that one or more of the phrases, clauses, sentences, paragraphs or sections contained herein should be invalid, this Declaration shall be construed as if the invalid phrase, clause, sentence, paragraph or section had not been inserted.

16.7 Rule Against Perpetuities. In the event that any provision or provisions of this Declaration violate the rule against perpetuities, such provision or provisions shall be construed

