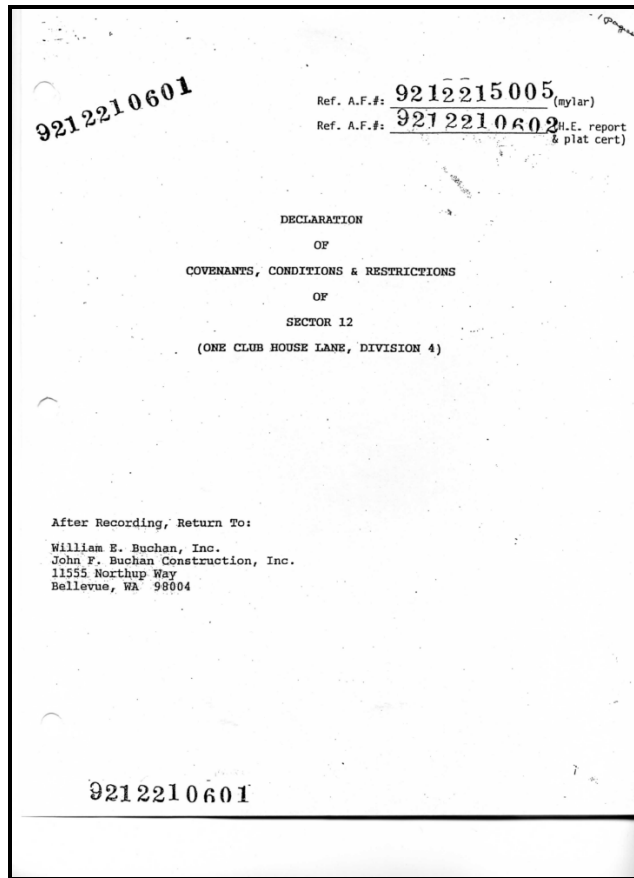


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Ref. A.F.#: 9212215005 (mylar)
Ref. A.F.#: 9212210602 (H.E. report & plat cert)

**DECLARATION
OF
COVENANTS, CONDITIONS & RESTRICTIONS
OF
SECTOR 12
(ONE CLUB HOUSE LANE, DIVISION 4)**



After Recording/ Return To:
William E.
John F. Buchan Construction, Inc.
115551 Northup Way
Bellevue, WA 98004

9212210601

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SECTOR 12

THIS DECLARATION is made on the date hereinafter set forth by JOHN F. BUCHAN, CONSTRUCTION, INC., and WILLIAM E. BUCHAN, INC., ("Declarant"), who are the owners of certain land situated in the State of Washington, County of Snohomish, known as SECTOR 12, Division I, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference. In order to ensure preservation of the gracious residential environment at SECTOR 12, (One Club House Lane, Division 4), 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 thereof and shall inure to the benefit of each owner thereof and to the benefit of the SECTOR 12 Homeowners' Association and shall otherwise in all respects be regarded as covenants running with the land.

ARTICLE I DEFINITIONS

For the purposes of the Declaration and the Articles of Incorporation and the Bylaws of the SECTOR 12 Homeowners' Association, certain words and phrases shall have particular meanings as follows:

- Section 1** "Association" shall mean and refer to the SECTOR 12 HOMEOWNERS' ASSOCIATION, its successors and assigns.
- Section 2** "Board" shall mean and refer to the Board of Directors of the Association, as provided for in Article XII. For purposes of exercising the powers and duties assigned in this Declaration to the Board, this term shall also mean the "Temporary Board" of "Declarant" as provided in Article IV, unless the language or context clearly indicates otherwise.
- Section 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.
- Section 4** "Owner" shall mean and refer to 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.
- Section 5** "Golf Associates ", a Washington limited partnership shall mean and refer to the owner of the golf course property which borders certain areas of the Properties.
- Section 6** "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 follows: All improvements, including fencing and landscaping located at the entrances to the plat on Harbour Pointe Boulevard and St Andrews Drive and Harbour Points Boulevard and 116th Street S.W., together with specific recreation facilities within Tracts 989, 991 and 993, and other open space areas designated as Tracts 988, .990, 992, 997, 998 and 999. Also included are open space areas, tracts and recreation facilities that may be added in the future by Declarant.
- Section 7** "Lot" shall mean and refer to any plot of land (except Tracts) shown upon any recorded subdivision map of the properties.
- Section 8** "Declarant" shall mean and refer to John F, Buchan Construction, Inc., and William E. Buchan, Inc., their successors and assigns.
- Section 9** "Architectural Control Committee" shall refer to the duly appointed or elected committee of the Board of Directors as outlined in Article XVII of this Declaration, hereinafter referred to as the "Committee".

Section 10 "Development Period" shall mean and refer to that period of time defined in Article IV of this Declaration.

Section 11 "Other Parcels" shall mean those parcels of land selected by the Declarant which may be added to the Properties by Declarant in accordance with Article III.

Section 12 "Plat" shall mean and refer to the Plat of SECTOR 12 (One Club House Lane Division 4), as recorded in Volume 54 of Plats, pages, 156-164, under Recording No. 9212215005, records of Snohomish County, Washington.

Section 13 "Residence" shall mean and refer to buildings occupying any Lot (except garden sheds and other "out buildings").

Section 14 "Native Growth Protection Areas" shall mean and refer to those areas on the Plat located within a portion of the face of the Plat which are designated as a Native Growth Protection Areas. These areas are subject to certain uses and restrictions as set forth on the face of the plat and under Article VII of these Covenants.

Section 15 "Tracts":

Tract 994 shall be dedicated to the owners of Lots 52 and 53 upon the recording of this plat for private roadway ingress, egress, drainage and utilities purposes.

Tract 995 shall be dedicated to the owners of Lots 58, 59, 60, 61, and 62 upon the recording of this plat for private roadway ingress, egress, drainage and utilities purposes.

Tract 996 shall be dedicated to the owners of Lots 30, 31, 32, 33, 34, 35, 36, 37 and 38 upon the recording of this plat for private roadway ingress, egress, drainage and utilities purposes.

Tracts 988, 989, 990, 991, 992, 993, 997, 998 and 999 shall be dedicated to the Homeowners' Association upon the recording of this plat for open space, native growth protection easements and recreation facilities as shown on the face of the plat. Said Homeowners' Association shall be responsible for the perpetual maintenance of said Tracts.

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, continue to be subject to such restrictions.

ARTICLE III OTHER PARCELS

Section 1 Other Parcels Will be Governed by Declaration. Declarant reserves the right, but is not obliged, to add Other Parcels to the Properties (including open space tracts or recreation facilities). Declarant reserves the right to determine the number and location of any Lots within the Other Parcels.

If any Other Parcels are added to the Properties, all of the Other Parcels shall be governed by this Declaration if Declarant so elects. The character of the improvements which may be later added to the Properties on Other Parcels shall be compatible with improvements already existing on the Properties; provided, however, that Declarant may develop the Other Parcels for any lawful purpose that is allowed by applicable land use laws and regulations. All easements for ingress, egress, utilities and use of facilities, unless otherwise specifically limited, shall exist in favor of all Lot Owners in the Other Parcels.

Section 2 Procedure for Adding Other Parcels During Development Period. The addition of any Other Parcels to the Properties shall occur when the Declarant files for record an amendment to this Declaration legally describing the Other Parcels and subject to the provisions of this Declaration. It shall not be necessary to amend this Declaration to add other parcels during the Development Period. Upon expiration of the Development Period, Other Parcels may be added to the Properties with the consent of fifty-one (51%) percent of the members of the Association. If Other Parcels are added to the properties, the Association shall file for record an amendment to this Declaration legally describing the Other Parcels and stating that the Other Parcels are added to the Properties and subject to the provisions of this Declaration.

Section 3 Adjustment of Voting Rights. The voting rights of the existing Lot Owners shall be adjusted at the time Other Parcels are added to the Properties only to the extent that the total number of votes is increased by the number of Lots added, and the percentage which one vote bears to the total is thus diminished. If Other Parcels are added prior to the expiration of the Development Period, such Other Parcels shall initially be managed by the Declarant, subject to the provisions of Article IV.

ARTICLE IV

DEVELOPMENT PERIOD; MANAGEMENT RIGHTS OF DECLARANT DURING DEVELOPMENT

Section 1 Management by Declarant. "Development Period" shall mean that period of time from the date of recording the Declaration until (1) a date five (5) years from the date of recording this Declaration or (2) the thirtieth (30th) 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 IV 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 of all the Lots then in the Property after the addition of the Other Parcels.

Section 2 Notice to Owners. Not less than 10 nor more than 30 days prior to the termination of the Development Period, the Declarant shall send 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 (5) 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.

Section 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 reassume his management authority under Article IV or select a new Temporary Board under this section of Article IV.

Section 4 Management of Plat During Development Period. 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.

Section 5 Purpose of Development Period. 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.

Section 6 Expenditures During Development Period. During the Development Period, Declarant, or any successor of Declarant, shall have the sole discretion to use and consume all or so much of the dues paid in as in Declarant's judgment is necessary or expedient in maintaining the common areas and carrying out the other functions of the Homeowners' Association. Maintenance of common areas include, but are not limited to, (1) replacement of all dead or missing flowers, annual color change, shrubs, trees or grass; (2) irrigation costs and repairs; (3) repair of recreation equipment; and (3) costs of any vandalism. Other functions include, but are not limited to, any legal fees associated with Declarant, or any successor of Declarant, carrying out any duties during the Development Period, including all costs associated with turning over the Homeowners' Association after the expiration of the Development Period.

Upon termination of the Development Period, Declarant shall deliver any funds remaining to the Homeowners' Association. It is provided, however, that if, during the Development Period, the expenses have exceeded the receipts. Declarant shall have no claim against the Homeowners' Association. Declarant, or any successor of Declarant, shall not be held liable to the Homeowners' Association for monetary damages for conduct as the Declarant and shall be held harmless from any and all legal actions brought by the Association for the administration of the Association prior to expiration of the Development Period.

ARTICLE V LANDSCAPE, DRAINAGE AND SEWER EASEMENTS

Section 1 Conveyance of Common Maintenance Areas. Declarant hereby transfers and conveys to the Association for the common use and enjoyment of the Association and Owners Tracts 988, 989, 990, 991, 992, 993, 997, 998, 999 and landscape easements shown on the face of the Plat.

Section 2 Landscape Easements. Landscape easements are designated on the face of the Plat for all entry improvements, including fencing and landscaping. The Homeowners' Association shall provide and maintain the landscaping, fencing and any systems necessary for the maintenance of such areas, subject to the conditions of the Landscape Maintenance Agreement dated August 25/ 1992, between GOLF NORTHWEST, JOHN F. BUCHAN CONSTRUCTION and WILLIAM E. BDCHAN, INC., a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference. The Architectural Control Committee must approve the removal of any landscaping or fencing from such areas. Landscaping shall not be removed from such areas unless it is dead or diseased. Neither Lot Owners nor their invitees shall engage in any activities in such areas which would impair the vegetation or fencing.

Section 3 Easements for Maintenance and Operation of Water, Storm Sewers and Sewer Mains. Easements have been granted to various purveyors to install, maintain, replace, repair and operate water mains, storm sewers and sewer mains and appurtenances for this subdivision. Structures shall not be constructed within the area of these easements, except fences subject to the approval of the Architectural Control Committee.

ARTICLE VI ADMINISTRATION AND USE OF COMMON MAINTENANCE AREAS

Section 1 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.

Section 2 Dumping in Common Maintenance Areas. No trash, plant or grass clippings or other debris of any kind shall be dumped, deposited or placed on or within the Common Maintenance Areas.

Section 3 Landscaping and Fencing. No structures of any kind, including fences and walls, may be built or placed within any right-of-way or easement delineated on the Plat except as deemed appropriate by the Committee and the City of Mukilteo. This prohibition shall not apply to the landscaping easements shown on the face of the Plat.

Section 4 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.

ARTICLE VII NATIVE GROWTH PROTECTION AREAS

Native Growth Protection Areas have been designated on Tracts 988, 990, 992, 997, 998 and 999 in order to protect sensitive areas and drainage courses which lie within said Tracts and certain lots. The Native Growth Protection Areas shall remain in a substantially natural state. With the exception of selective thinning, no clearing, grading, filling, building, construction or placement, fence construction, or road construction of any kind shall occur within these areas; provided that underground utility lines and drainage discharge swales may cross such areas utilizing the shortest alignment possible, if and only if no feasible alignment is available which would avoid such a crossing. Removal of vegetation by the property owner shall be limited to that which is dead, diseased or hazardous. Plans for selective thinning shall be approved by the City of Mukilteo Planning Department.

Before beginning and during the course of any grading, construction or other development activity on said Tracts, or lots with Native Growth Protection Areas, the common boundary between the easement and the area of development activity must be fenced or otherwise marked to the satisfaction of the City of Mukilteo. Structures fill and obstructions (including but not limited to decks, patios, outbuildings or overhangs beyond 18 inches) are prohibited beyond the building setback line and within the Native Growth Protection Areas as shown on the Plat.

**ARTICLE VIII
MAINTENANCE OF THE COMMON MAINTENANCE AREAS,
PRIVATE ROADWAYS AND SITES
DELEGATION OF MANAGEMENT**

Section 1 **Cleaning Rights-of-Way Within the Plat.** The City of Mukilteo shall be responsible for cleaning and maintaining all rights-of-ways within the Plat, with the exception of Tracts 995 and 996, which are private roadways.

Section 2 **Responsibility for Maintenance and Repair of Private Roadways.** Tracts 994, 995 and 996 are designated on the face of the Plat as private roadways. The City of Mukilteo has no responsibility for the maintenance of these Tracts. The Association is totally responsible for maintaining these private roadways. The Association is responsible for repairs to the roadways, sidewalks and any signage on these private roadways, as well as snow removal/sanding of the roadways and upkeep of all pavements striping, if required. Vehicle parking within the rights-of-ways of Tracts 995 and 996 is prohibited. The Association has authorized the City of Mukilteo to have any such vehicle(s) towed if parked in said areas at the owner(s) sole expense.

Section 3 **Responsibility for Maintaining Common Maintenance Areas.** The Association is responsible for maintaining and preserving the character of areas designated on the face of the Plat and these • covenants as Common Maintenance Areas. Common Maintenance Areas have been set aside for landscaping, recreation facilities and community identification purposes.

Section 4 **Repair of Common Maintenance Areas.** Any damage to common Maintenance Areas or improvements thereon, including landscape plantings, sprinkler systems, fences, berms, recreation equipment, etc., by the Owners or their children 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 execute the repair and the Owner will be obliged to immediately remit funds for the repair. If the Owner fails to promptly make payment for such repairs, the Owner will be charged interest at the rate of twelve (12%) percent per annum.

Section 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 (3) 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 an Association.

**ARTICLE IX
ASSESSMENTS**

Section 1 **Creation of Lien and Personal Obligation.** Each Owner of any Lot, by acceptance of a deed therefor, 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. If the Owner fails to pay assessments within 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.

Section 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 VIII.

Section 3 **Annual Assessment.** Until January 1, 1994, the annual assessment shall be \$175.00 per lot; fifteen percent (15%) 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 (1) maintenance costs, (2) repair costs, or (3) plat management costs. All increases in the annual assessment during the Development Period must directly reflect increases in the above recited costs. It shall not be necessary to amend this Declaration to increase the annual assessment during the Development Period. During this period, the Declarant will give members of the Association notice of increased assessments thirty (30) days before such assessments become effective.

(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 fifty-one (51%) percent 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.

Section 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 not provided by this Declaration, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of fifty-one (51%) percent of the members of the Association who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5 Special Assessments for Legal Fees and Damages. In addition to the annual and special assessments authorized in Section 4, the Declarant or the Association may levy in any assessment year a special assessment for the purpose of defraying, in whole or in part, (1) the cost of legal fees and costs incurred in legal actions in which the Association is party, (2) the cost of legal fees and costs incurred in any action in which a member of either the Board or Architectural Control Committee is named as a party as a result of a decision made or action performed while acting in behalf of the Homeowners Association, or (3) any other reasonable expenses incurred by the Homeowners Association. The assessment shall require the consent of fifty-one (51%) percent of the members of the Association.

Section 6 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 30 days nor more than 60 days in advance of the meeting. At the first meeting called, the presence of 51 percent 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.

Section 7 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.

Section 8 Date of Commencement of Annual Assessment; Due Dates. The annual assessments described in this Article shall commence on January 1, 1993. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. 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 issuance.

Section 9 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 Article XVII, Section 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 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.

Section 10 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 which thereafter become due or from the lien thereof.

Section 11 Exempt Property. All property dedicated to and accepted by local public authority shall be exempt from the assessments provided for in this Article.

Section 12 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 IV. Declarant shall have the right and option to assess owners for actual costs of maintaining Common Maintenance Areas and rights-of-way and Plat management fee during the Development Period.

ARTICLE X MAINTENANCE OF LOTS

Section 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 be emptied regularly and their contents disposed of off the Properties. No grass cutting, 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, but shall be subject to approval by the Committee. 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 72 hours) parking of Vehicles on the designated driveway areas adjacent to garages on the Lots, unless the Owner has received prior permission from the Declarant or Board to have such Vehicles parked for a longer period. This paragraph is not meant to disallow permanent (more than 72 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 forty-eight (48) hours' notice to the Owner of an improperly parked or stored Vehicle, the Board has the authority to have towed, at the Owner's expense, any such Vehicles, unless the owner has obtained permission from the Declarant or Board to have the Vehicle so parked or stored.

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.

Section 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.

Section 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 SECTOR 12 community, the Board shall, upon receipt of written complaint of any Owner, and subsequent investigation which verifies such 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 fifty-one (51%) percent of the Members before undertaking such repairs.

Section 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 XI HOMEOWNERS' ASSOCIATION

Section 1 Non-Profit Corporation. The Association is a nonprofit corporation existing and governed under the laws of the State of Washington.

Section 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.

Section 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.

Section 4 Meetings. Meetings shall be conducted in accord with the specifications set forth in the Bylaws of the SECTOR 12 Homeowners' Association.

ARTICLE XII MANAGEMENT BY BOARD

Section 1 Expiration of the Development Period. Upon expiration of the Declarant's management authority under Article IV, all administrative power and authority shall vest in a Board of three (3) 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 IV.

Section 2 Terms. The terms of the Board are defined in the Bylaws.

Section 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 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 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 Maintenance Areas, or (2) to preserve the appearance and value of the Properties or Lot. The Board may authorize such maintenance activities 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, 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 \$10,000.00, fifty-one (51%) percent of the Owners must approve the addition of such capital improvements to the Common Areas.

(j) Right of Entry. Enter any Lot or Residence, when reasonably necessary, in the event of emergencies or in connection with any maintenance, landscaping or construction for which the Board is responsible. Except in cases of emergencies, the Board, its agents or employees shall attempt to give notice to the Owner or occupant of any Lot or Residence twenty-four (24) hours prior to such entry. Such entry must be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board if the entry was due to an emergency (unless the emergency was caused by the Owner of the Lot entered, in which case the cost shall be specially assessed to the Lot). If the repairs or maintenance activities were necessitated by the Owner's neglect of the Lot, the cost of such repair or maintenance activity shall be specially assessed to that Lot. If the emergency or the need for maintenance or repair was caused by another Owner of another Lot, the cost thereof shall be spatially assessed against the Owner of the other Lot.

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

(l) 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.

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

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

(o) Impose Assessments. Impose annual and special assessments.

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

(q) 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 XIII LAND USE RESTRICTIONS

Section 1 Residential Restrictions. 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 a 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 1,900 square feet. Multi-story residences (residences consisting of a basement and two stories, or residences consisting of two stories) shall contain at least 2,000 square feet. In computing the total square footage of a residence, the basement shall not be included.

Section 2 Property Use Restrictions. No Lot shall be used in a fashion which unreasonably interferes with the Owner's 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.

Section 3 Prohibition of Nuisances and Untidy Conditions. 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.

Section 4 Fences, Walls & Shrubs. 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 view protection or 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 constructed in the Plat must be the

same as the fences constructed by the Declarant, unless otherwise authorized by the Declarant and approved by the Committee.

Section 5 Temporary Structures. 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. All such structures shall be removed at the expense of the Owner of the Lot on which the structure is located.

Section 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.

Section 7 Building Setbacks. The Architectural Control Committee shall establish front setback requirements for homes constructed in the Plat. Setback requirements for all residences in the Plat shall be established in accord with relevant public zoning ordinances. 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.

Section 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. All such signs shall be of a quality equivalent to those used by Declarant. One sign will be allowed at each entry to the Plat, only if authorized and approved by Declarant. Political yard signs not more than five (5) square feet, of a temporary nature, will be allowed during campaign periods on Lots. Within five (5) 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 or destroyed.

Section 9 Animals. No animals, other than dogs, cats, caged birds, tanked fish, and other conventional small household pets, may be kept on any Lot. No domestic animals, including dogs, shall be allowed to roam loose outside of the limits of the residential Lot or building site on which they are kept. 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 indicates that animals are kept in violation of this section, the Board will give the Owner ten (10) days written notice of the violation. Such violations must be remedied by the Owner within ten (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 Article XVII, Section 5. If a Lot Owner violates provisions of this section regarding pens and enclosures on more than two (2) occasions, the Board may require the Lot Owner to remove such structure.

Section 10 Delegation of Use and Responsibilities. Any Owner may delegate, in accord with the Bylaws of the SECTOR 12 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.

Section 11 View Protection.

*****RESERVED*****

****See Evaluation Standards & Guidelines, Etc.***

Section 12 Protection of Native Trees. Homeowners shall not cut down native trees located on Lots within the Plat unless such trees are dead. It shall be necessary for homeowners to obtain the permission of the Architectural Control Committee before cutting or pruning such trees. This provision only applies to native trees in the Plat when the Declarant commenced development and shall not apply to trees which owners plant on their Lots.

ARTICLE XIV GOLF COURSE RESTRICTIONS

Section 1 Location of Structures. Under no circumstances may a building or other structure be located nearer to the property lines dividing the Golf Course from residential lots than twenty (20) feet without prior written approval of the Architectural Control Committee and Golf Northwest

Section 2 Fences. No rear yard fence may be constructed on any fairway lot closer than twenty (20) feet to the rear property line without prior written approval of the Architectural Control Committee and Golf Associates, except a fence approved by the terms of the Covenant Agreement dated August 18, 1989, among BC Development, Harbour Pointe Limited Partnership and Golf Associates.

Section 3 Property Use Restrictions: The owners shall use their respective properties to their own enjoyment in such a manner as to not offend or to detract from other owners' enjoyment of their own respective properties, and not to offend or detract from the enjoyment of golfers utilizing the golf course.

Section 4 Animals. No domestic animals, including dogs, shall be allowed to roam loose outside the limits of the residential Lot or building site on which they are kept. See Article XIII, Section 9.

Section 5 Exterior Maintenance by Owner. No lot, tract or open space shall be used as a dump or storage place for trash or rubbish of any kind. All garbage and other wastes shall be kept in appropriate sanitary containers for proper disposal and properly screened from view. Yard rakings, such as rocks, lawn and shrubbery clippings and dirt and other materials resulting from landscaping work shall not be dumped into public streets or ditches or open spaces, nor onto any portion of the golf course, including, but not limited to, unimproved areas, hazards, roughs, fairways, greens or tees. Should any individual owner or contract purchaser fail to remove any such trash, rubbish, garbage, yard rakings and other such material from his property, or the street, ditches, or golf course properties adjacent thereto, within ten (10) days following the date on which notice is mailed to him by the Declarant, the Association, or Golf Associates informing him of such violation, then the Declarant, Association or Golf Associates may have said trash removed and charge the expense of such removal to said lot owner or purchaser. Any such charge shall become a continuing lien on the property, which shall bind the property in the hands of the then owner or contract purchaser of the Lot, building site or tract involved on the date of removal.

Section 6 Noxious or Offensive Activity. No noxious or offensive activity shall take place on any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No trucks, motor homes, mobile homes, campers, trailers, boats, recreational vehicles or inoperable cars shall be stored on any property governed by this Declaration within view of any roadway, residential Lot or golf course property.

Section 7 Vehicles in Disrepair No owner or contract purchaser of any residential Lot shall permit any vehicle owned by him or any member of his family, or by any acquaintance, and which is in an extreme state of disrepair, to be abandoned or to remain parked on any lot, tract or open space in excess of forty-eight (48) hours. Should any such owner or contract purchaser fail to remove such vehicle within two (2) days following the date on which notice is mailed to him by the Declarant, the Association, or Golf Associates informing him of a violation of this provision, the Declarant or the Association may have such vehicle removed and charge the expense of removal to said owner or purchaser in accordance with the provisions of the immediately preceding paragraph. A vehicle shall be deemed to be in an extreme state of disrepair when, in the opinion of the Architectural Control Committee, its presence offends the reasonable sensitivities, of the occupants of the neighborhood.

Section 8 Enforcement. The Declarant, Association, Golf Associates, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions contained under this Article. This right of enforcement shall be limited to the property contained within the plat in which such Owner's Lot is located and, for the Association, to the property within, the plat which the specific Association governs. Failure by the Association, or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The violator(s) shall be responsible for all costs incurred in enforcing the Declaration, including reasonable attorneys' fees. An Association may add any such costs due it to the next regular annual assessment of the offending Owner(s).

Section 9 Liability. The Association, its officers, Board of Directors, Architectural Control Committee, Golf Associates or any agents or employees shall not be liable to any person for acts and omissions done in good faith, in the interpretation, administration and enforcement of these covenants.

Section 10 Disclosure. Declarant and the Golf Associates hereby disclose to Owners and purchasers of lots, and particularly lots adjoining the Golf Course, that an active, eighteen hole golf course is located on the Golf Course property.

Said golf course will be open to the public and is expected to receive heavy play by golfers of a wide range of skill levels. The Declarant and Golf Associates hereby place on notice the Owner and purchaser of each lot situated within the immediate vicinity of the Golf Course that golf will be played on the Golf Course property regularly and continuously during all daylight hours, that various maintenance activities, including operation of irrigation systems and mowing equipment will occur on an ongoing basis; that golf balls frequently fly in varying directions and may land within a lot outside the boundaries of the golf course; that golf balls are hard and can cause damage to property and bodily injury to individuals who may be struck by such golf balls. Each Owner is encouraged to take into consideration the existence of the golf course, the potential lines of flight of wayward golf shots, and other pertinent factors relating to the golf course, in the construction and siting of improvements and landscaping on said property.

**ARTICLE XV
BUILDING RESTRICTIONS**

Section 1 Plans for Residences Must be Approved. Any residence constructed in the Plat by a builder other than the Declarant must be constructed in accord with a plan approved by the Architectural Control Committee. The requirements for the plans are described in Article XVI.

Section 2 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 SECTOR 12 development and whether the material would add to the attractive development of the subdivision. All roofs are to be unpainted cedar shingles or shakes or tile. Siding and trim are to be resawn wood or LP siding of a color approved by the Committee. All visible masonry shall be native stone, brick or stucco. Homeowners who do not have the Declarant construct their homes shall be obliged to use materials of a quality equivalent to those materials which the Declarant has utilized for the construction of the homes in the subdivision. 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.

Section 3 Construction Cleanup Fee. Each Lot Owner not using John F. Buchan Construction, Inc., and William E. Buchan, Inc., as their house builder shall be required to cleanup the Lot within ten (10) days of completing construction. Such Lot Owners shall be required to pay a \$1,000.00 fee to Committee as a damage deposit to be held until house construction is complete. The damage deposit will be used in the event the Owner does not fulfill his cleanup responsibility, in which case the Committee will handle the cleanup and deduct the cost of such cleanup from the \$1,000.00 deposit. The builder will be required to pay the cost of removing dirt and construction debris resulting from the construction project from streets in the Plat periodically during the construction period. (The construction period begins with the installation of the foundation and ends upon completion of the residence.)

Section 4 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 and written approval of such permits from the Board, Committee or the Declarant. The Committee must approve the plans for all construction or alteration proposals (see Article XVI).

Section 5 Codes. All construction shall conform to the requirements of the State of Washington codes (building, mechanical, electrical, plumbing) in force at the commencement of the construction, including the latest revisions thereof.

Section 6 Time of Completion. The exterior of any structure, including painting or other suitable finish and initial landscaping, shall be complete within six (6) 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. (The construction period begins with the construction of the foundation and ends upon completion of the residence.)

Section 7 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.

Section 8 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 XVI UTILITIES

Section 1 **Wiring.** The wiring of accessory buildings or lights of any kind shall be underground.

Section 2 **Antennae.** No radio or television antennae, transmitters or parabolic reflectors (satellite-dish antennae) shall be permitted unless approved by the Committee.

ARTICLE XVII ARCHITECTURAL CONTROL

Section 1 **Architectural Control Committee ("Committee").** Upon termination of the Development Period, the Board shall appoint a Committee. The Committee shall consist of not less than three (3) and not more than five (5) 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.

Section 2 **Jurisdiction and Purpose.** The Committee or the Declarant shall review proposed plans and specifications for Residences, accessory structures (e.g., garden sheds, tool sheds, doll houses, and playground equipment), fences, walls, appurtenant recreational facilities (e.g., hot tubs t spas, basketball courts, basketball hoops, tennis courts, swimming pools, bath houses, sport courts) 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, heights, 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 environment, and (3) aesthetic character of other homes in the Plat.

Section 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 (3) persons.

Section 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. The decisions of such individuals are subject to review by the entire Committee at the request of any member of the Committee.

Section 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.

Section 6 **Voting.** Committee decisions shall be determined by a majority vote by the members of the Committee.

Section 7 **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; 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 articulated in the Declaration and the standards employed by the Committee evaluating development proposals.

Section 8 Plan Check Fee. All individuals submitting plans to the Committee shall be obliged to pay a reasonable plan check fee to cover the administrative costs of reviewing such development proposals. It will be necessary to pay the plan check fee upon submitting plans and specifications to the Committee. A plan check fee of \$250.00 will be charged to review plans and specifications for Residences. A fee of \$50.00 will be charged for the review of other structures.

Section 9 Evaluating Development Proposals. The Committee shall have the authority to establish aesthetic standards for evaluating development proposals. In addition to such standards/ in evaluating development proposals, the Committee shall determine whether the external design, color, building materials, appearance, height, configuration, and landscaping of the proposed structure harmonize with (1) the various features of the natural and built environment, (2) the aesthetic character of the other homes in SECTOR 12, and (3) any other factors which affect the desirability or suitability of a proposed structure or alteration. The Committee shall decline to approve any design 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.

Section 10 Exclusions. Plans and specifications for homes constructed by John F. Buchan Construction, Inc., and William E. Buchan, Inc., need not be reviewed by the Committee.

Section 11 Approval Procedures. Within 30 days after the receipt of plans and specifications, the Committee shall approve or disapprove the proposed structure. The Committee may decline to approve plans and specifications which, in its opinion, do not conform to restrictions articulated in this Declaration or to its aesthetic standards. The Committee shall indicate its approval or disapproval on one of the copies of the plans and specifications provided by the applicant and shall return the plans and specifications to the address shown on the plans and specifications.

Section 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 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 plans or specifications 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.

Section 13 Variation. The Committee shall have the authority to approve plans and specifications 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) place a 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 future the purposes and intent of these restrictions. Variations shall only be granted in extraordinary circumstances.

Section 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 Article XVII, Section 4).

ARTICLE XVIII GENERAL PROVISIONS

Section 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 30 years from the date these covenants are recorded, after which time the covenants shall be automatically extended for successive periods of 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.

Section 2 Amendment. The covenants and restrictions articulated in this Declaration shall run with the land and bind the land for a term of 30 years from the date that this Declaration is recorded. After 30 years have expired, the covenants shall be automatically extended in accordance with the provisions set forth in Section 1 of this Article. This

Declaration and the Bylaws may be amended during the initial 30 year period if fifty-one (51%) percent 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 (51%) percent of the Lots, including those owned by the Declarant. The provisions of Article V, Section 3, and Article VIII, may not be amended or repealed without the express written consent of the City of Mukilteo. 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.

Section 3 Enforcement. The Association, the Board, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The City of Mukilteo shall have the right, but not the obligation, to enforce, by any proceeding at law or in equity, the provisions of Article V, Section 3, and Article VIII, relating to maintenance of drainage systems and streets.

Section 4 Attorney's 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. (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 60 days, such fees shall become a lien against the Owner's lot.

Section 5 Successors and Assigns. The covenants, restrictions and conditions articulated in this Declaration shall run with the land and shall accordingly be binding on all successors and assigns.

Section 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.

Section 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 as being void and of no effect as of 21 years after the death of the last surviving incorporator of the Association or 21 years after the death of the last survivor of all the incorporators' children and grandchildren who shall be living at the time this instrument is executed, whichever is later.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set their hand(s) and seal(s) this 10th day of December, 1992.

JOHN F. BUCHAN CONSTRUCTION, INC
Declarant
BY (signed) John F. Buchan, President

WILLIAM E. BUCHAN, INC.
BY (signed) William E. Buchan, Chairman
Declarant

IN WITNESS WHEREOF, the undersigned, being the Declarant herein,
 have hereunto set their hand(s) and seal(s) this 10th day of
December, 1992.

JOHN F. BUCHAN CONSTRUCTION, INC.
Declarant

By John F. Buchan
John F. Buchan, President

WILLIAM E. BUCHAN, INC.

By William E. Buchan
William E. Buchan, Chairman
Declarant

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 10th day of December, 1992, before me, the undersigned, a notary public in and for the State of Washington, personally appeared John F. Buchan and William E. Buchan, President of John F. Buchan Construction, Inc., and William E. Buchan, Inc., respectively, Washington corporations, the corporations that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporations, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument on behalf of said corporations.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

(signed) Brenda K Osborne
NOTARY PUBLIC in and for the State of Washington, residing at Bellevue
My Commission expires: 9-30-94

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)
On this 10th day of December, 1992, before me, the undersigned, a notary public in and for the State of Washington, personally appeared John F. Buchan and William E. Buchan, President of John F. Buchan Construction, Inc., and William E. Buchan, Inc., respectively, Washington corporations, the corporations that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporations, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument on behalf of said corporations.
WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.
Brenda K Osborne
NOTARY PUBLIC in and for the State of Washington, residing at Bellevue
My Commission expires: 9-30-94

EXHIBIT "A"

91-8021
 7/20/92
 9/9/92
 Rev. 10/1/92
 Rev. 12/10/92

HARBOUR POINTE SECTOR 12 DIV. 1
 (One Club House Lane Div. 4)

PLAT BOUNDARY

This plat of ONE CLUB HOUSE LANE DIV. 4 embraces that portion of the South half of the Southeast quarter and of the Southeast quarter of the Southwest quarter of Section 20, and of the Southwest quarter of the Southwest quarter of Section 21, and of the Northeast quarter of the Northeast quarter of Section 29, Township 28 North, Range 4 East, W.M., Snohomish County, Washington, described as follows:

COMMENCING at the intersection of the northwesterly margin of Harbour Pointe Blvd. and the southerly boundary of that certain Snohomish County park land identified as "Central Ravine" on Sheet 1 of 3 Sheets of survey recorded in Book 8 of Surveys, pages 296 through 298, Records of said county, also being the most easterly corner of Fairway 11 of Harbour Pointe Golf Course;

thence North $54^{\circ}46'38''$ West along the line common to said park land and Fairway 11 a distance of 120.00 feet to the POINT OF BEGINNING;

thence in a general westerly, southerly and easterly direction along the boundary .of said fairway by the following courses and distances:

North $76^{\circ}27'21''$ West 931.90 feet;

North $54^{\circ}41'20''$ West 147.05 feet;

North $78^{\circ}15'00''$ West 127.68 feet;

South $88^{\circ}35'50''$ West 183.62 feet;

South $6^{\circ}57'15''$ East 271.78 feet;

South $80^{\circ}00'00''$ East 69.75 feet to the beginning of a curve to the right with a radius of 350.00 feet; southeasterly along said curve through a central angle of $21^{\circ}12'50''$ an arc length of 129.59 feet;

North $67^{\circ}14'45''$ East 109.49 feet;

South $76^{\circ}48'39''$ East 15.81 feet;

South $58^{\circ}23'33''$ East 152.64 feet;

South $76^{\circ}56'41''$ East 141.66 feet;

South $87^{\circ}03'52''$ East 156.20 feet;

North $90^{\circ}00'40''$ East 78.28 feet;

South $89^{\circ}18'54''$ East 70.00 feet;

South $88^{\circ}34'04''$ East 80.03 feet;

North $89^{\circ}32'29''$ East 95.59 feet;

South $7^{\circ}49'00''$ West 113.00 feet to intersect the arc of a curve at a point from which the center lies South $6^{\circ}36'23''$ West 480.00 feet distant;

Easterly along said curve to the right through a central angle of $3^{\circ}00'53''$ an arc length of 25.26 feet;

North $7^{\circ}49'00''$ East 107.36 feet;

South $76^{\circ}27'09''$ East 95.19 feet;

South $7^{\circ}37'00''$ West 110.44 feet to intersect the arc of a curve at a point from which the center lies South $21^{\circ}05'25''$ West 480.00 feet distant;

southeasterly along said curve to the right through a central angle of $6^{\circ}24'40''$ an arc length of 53.71 feet to a point of reverse curvature and the beginning of a curve to the left with a radius of 25.00 feet,

and

southeasterly and northeasterly along said curve through a central angle of $79^{\circ}37'15''$ an arc length of 34.74 feet to a point of cusp on the northwesterly margin of said Harbour Pointe Blvd. and the beginning of a curve to the left with a radius of 1222.00 feet;

thence southwesterly along said road margin and curve through a central angle of $5^{\circ}07'00''$ an arc length of 109.13 feet to a point of cusp on the boundary of Fairway 10 and the beginning of a curve to the left with a radius of 25:00 feet;

thence northeasterly and northwesterly along said boundary and curve through a central angle of $97^{\circ}27'38''$ an arc length of 42.53 feet to a point of compound curvature and the beginning of a curve to the left with a radius of 420.00 feet;

thence northwesterly and westerly along said boundary and curve through a central angle of $25^{\circ}18'12''$ an arc length of 185.48 feet to a point of tangency;

thence South $90^{\circ}00'00''$ West along said boundary 105.00 feet;

thence South $31^{\circ}44'32''$ West along said boundary 129.35 feet;

thence South $90^{\circ}00'00''$ West 144.95 feet;

thence South $0^{\circ}00'00''$ West 40.00 feet;

thence South $90^{\circ}00'00''$ West 50.00 feet;

thence South $88^{\circ}00'00''$ West 320.00 feet;

thence South $77^{\circ}37'26''$ West 173.55 feet to a point on the easterly boundary of Fairway 12;

thence in a general northerly direction along said boundary by the following courses and distances:

North $11^{\circ}28'10''$ West 40.00 feet;

North $10^{\circ}28'57''$ East 230.85 feet;

North $75^{\circ}57'49''$ West 32.98 feet, and

North $11^{\circ}24'01''$ East 130.35 feet to intersect the northerly boundary of said fairway at a point on a curve from which the center lies South $30^{\circ}06'58''$ West 290.00 feet distant;

thence northwesterly along said boundary and curve to the left through a central angle of $20^{\circ}06'58''$ an arc length of 101.82 feet to a point of tangency;

thence North $80^{\circ}00'00''$ West along said boundary and the northwesterly prolongation thereof a total distance of 124.00 feet to the beginning of a curve to the right with a radius of 245.00 feet;

thence northwesterly along said curve through a central angle of $48^{\circ}20'00''$ an arc length of 206.68 feet to a point of tangency;

thence North $31^{\circ}40'00''$ West 100.00 feet to the beginning of a curve to the left with a radius of 170.00 feet;

thence northwesterly and westerly along said curve through a central angle of $76^{\circ}40'00''$ an arc length of 227.48 feet to a point of tangency;

thence South $71^{\circ}40'00''$ West 105.00 feet to the beginning of a curve to the right with a radius of 230.00 feet;

thence westerly along said curve through a central angle of $32^{\circ}20'00''$ an arc length of 129.79 feet to point of tangency;

thence North $76^{\circ}00'00''$ West 147.00 feet to the beginning of a curve to the left with a radius of 220.00 feet;

thence westerly along said curve through a central angle of $38^{\circ}55'29''$ an arc length of 149.46 feet to a point of tangency;

thence South $65^{\circ}04'31''$ West 205.51 feet to the beginning of a curve to the right with a radius of 260.00 feet;

thence southwesterly along said curve through a central angle of $13^{\circ}30'27''$ an arc length of 61.30 feet;

thence South $11^{\circ}25'02''$ East 52.85 feet;

thence South $39^{\circ}00'00''$ West 30.00 feet;

thence South $56^{\circ}30'00''$ West 32.00 feet;

thence South $83^{\circ}30'00''$ West 45.00 feet;

thence North $79^{\circ}00'00''$ West 125.00 feet;

thence North $22^{\circ}30'00''$ West 45.00 feet;

thence North $70^{\circ}30'00''$ West 54.00 feet;

thence North $15^{\circ}00'00''$ East 71.00 feet to intersect the arc of a curve at a point from which the center lies South $18^{\circ}41'00''$ West 270.00 feet distant;

thence westerly along said curve through a central angle of $20^{\circ}11'11''$ an arc length of 95.13 feet to a point of reverse curvature and the beginning of a curve to the right with a radius of 330.00 feet;

thence westerly along said curve through a central angle of $21^{\circ}30'11''$ an arc length of 123.85 feet to a point of tangency;

thence North $70^{\circ}00'00''$ West 69.05 feet to the beginning of a curve to the left with a radius of 170.00 feet;

thence westerly and southwesterly along said curve through a central angle of $70^{\circ}00'00''$ an arc length of 207.69 feet;

thence South $77^{\circ}52'44''$ East 84.89 feet;

thence South $55^{\circ}00'00''$ East 107.83 feet;

thence South $87^{\circ}15'06''$ East 33.54 feet;

thence South $32^{\circ}30'00''$ East 98.00 feet;

thence South 41°30'00" East 95.00 feet;
 thence South 0°00'00" West 152.00 feet;
 thence South 52°00'00" West 35.00 feet;
 thence South 70°18'41" West 38.28 feet to intersect the arc of a curve at a point from which the center lies South 70°18'41" West 230.00 feet distant;
 thence southerly along said curve through a central angle of 20°52'40" an arc length of 83.81 feet to a point of tangency;
 thence South 1°11'21" West 45.00 feet to the beginning of a curve to the left with a radius of 25.00 feet;
 thence southerly and easterly along said curve through a central angle of 90°00'00" an arc length of 39.27 feet to a point on North margin of 116th Street S.W., as conveyed to Snohomish County by deed recorded in Volume 391 of Deeds, page 499;
 thence North 88°48'39" West along said road margin 453.01 feet;
 thence South 1°11'21" West 30.00 feet to the South quarter corner of said Section 20, as shown on Sheet 4 of 6 Sheets of the plat of Windandtide, recorded in Volume 12 of Plats, pages 49 through 54, Records of said county, being the intersection of the South line of said Section 20 with the centerline of Marine View Drive;
 thence North 88°48'39" West along the south line of said section a distance of 206.40 feet (North 88°48'08" West 206.27 feet Deed) to the easterly boundary of that certain undesignated Snohomish County park land, as shown on Sheet 2 of 3 Sheets of said survey;
 thence in a general northerly direction along said boundary by the following courses and distances:
 North 4°59'50" East 409.99 feet (409.48 feet Deed);
 North 23°44'56" West 110.23 feet;
 North 14°36'21" East 128.64 feet, and
 North 4°09'02" West 166.68 feet (North 4°04'25" West 166.89 feet Deed) to the North line of said park land, also being the south boundary of the plat of Harbour Pointe Sector 11 Business Park, recorded in Volume 47 of Plats, pages 177 through 179, Records of said county;
 thence North 0°01'06" West along said plat boundary 261.89 feet (North 0°00'00" West 261.86 feet Deed and Plat);
 thence South 89°59'34" East along said plat boundary and the easterly prolongation thereof a total distance of 441.99 feet (North 90°00'00" East 441.81 feet Deed) to the westerly boundary of said Snohomish County park land, identified as "Central Ravine" on Sheets 1, 2 and 3 of said survey;
 thence South 24°37'17" West along said westerly boundary 229.40 feet (229.66 feet Deed) to the southerly boundary of said park land;
 thence in a general easterly direction along said southerly boundary by the following courses and distances:
 South 76°31'58" East 276.70 feet;
 South 66°40'07" East 187.94 feet;
 North 85°19'08" East 239.50 feet;
 South 84°47'28" East 209.61 feet;
 North 75°51'01" East 149.61 feet;
 South 87°15'34" East 118.10 feet;
 North 86°40'55" East 111.98 feet;
 North 73°50'15" East 345.19 feet;
 South 59°50'01" East 170.13 feet;
 South 87°42'41" East 227.92 feet;
 South 68°34'21" East 122.65 feet;
 North 74°14'02" East 132.82 feet;
 South 64°30'55" East 151.86 feet;
 South 74°44'44" East 195.36 feet;
 North 79°29'3Q" East 227.51 feet;
 South 68°54'55" East 221.70 feet, and
 South 54°46'38" East 371.07 feet to the northerly boundary of said Fairway .11 and the POINT OF BEGINNING.

DOCUMENT RECORDING INFORMATION

SUBJECT TO THE FOLLOWING:

AGREEMENT RECORDED SEPTEMBER 2, 1988, UNDER AUDITOR'S FILE NO. 880902115.
 PROVISIONS OF "POSSESSIONS SHORES AGREEMENT" AND "CHEVRON AGREEMENT"
 RECORDED UNDER AUDITOR'S FILE NOS. 7808310138 AND 7808310140, RESPECTIVELY.
 RESERVATIONS CONTAINED IN DEED RECORDED NOVEMBER 30, 1978, UNDER AUDITOR'S FILE
 NO. 7811300199.

AN EASEMENT RECORDED DECEMBER 12, 1983, UNDER AUDITOR'S FILE NO. 8312120200.

AN EASEMENT RECORDED NOVEMBER 5, 1985, UNDER AUDITOR'S FILE NO. 8511050074.

AN EASEMENT AS DISCLOSED BY INSTRUMENT RECORDED AUGUST 4, 1989, UNDER
 AUDITOR'S FILE NO. 8908045001 (A SURVEY).

TERMS AND PROVISIONS OF THE COVENANT AGREEMENT RECORDED AUGUST 23, 1989,
 UNDER AUDITOR'S FILE NO. 8908230414.

TERMS AND PROVISIONS OF THE SECTOR AGREEMENT RECORDED AUGUST 23, 1989, UNDER
 AUDITOR'S FILE NO. 8908230415.

AN EASEMENT RECORDED SEPTEMBER 29, 1989, UNDER AUDITOR'S FILE NO, 8909290531.

Subsection 64.38.035 (2) Association meetings - Board of directors

Except as provided in this subsection, all meetings of the board of directors shall be open for observation by all owners of record and their authorized agents.

The board of directors shall keep minutes of all actions taken by the board, which shall be available to all owners.

Upon the affirmative vote in open meeting to assemble in closed session, the board of directors may convene in closed executive session to consider personnel matters; consult with legal counsel or consider communications with legal counsel; and discuss likely or pending litigation, matters involving possible violations of the governing documents of the association, and matters involving the possible liability of an owner to the association.

The motion shall state specifically the purpose for the closed session.

Reference to the motion and the stated purpose for the closed session shall be included in the minutes.

The board of directors shall restrict the consideration of matters during the closed portions of meetings only to those purposes specifically exempted and stated in the motion.

No motion, or other action adopted, passed, or agreed to in closed session may become effective unless the board of directors, following the closed session, reconvenes in open meeting and votes in the open meeting on such motion, or other action which is reasonably identified.

The requirements of this subsection shall not require the disclosure of information in violation of law or which is otherwise exempt from disclosure.

8-25-92

LANDSCAPE MAINTENANCE AGREEMENT

THIS AGREEMENT is made by and between GOLF NORTHWEST, INC., (hereinafter "Golf Northwest") and JOHN F. BUCHAN CONSTRUCTION, INC., and WILLIAM E. BUCHAN, INC., (hereinafter referred to as "Buchan"), this 25th day of August, 1992.

WHEREAS, Golf Northwest and Buchan desire to set forth the mutual understanding with respect to the irrigation, landscaping, fencing, maintenance and operation of the irrigation systems (s) which Buchan is proposing to install in certain areas of the golf course property, said landscaping as described in Exhibit "A" attached hereto and incorporated herein by this reference. Areas covered by this agreement are all landscape areas between the 10th green, 11th tee; 11th green and 12th tee, exclusive of the areas maintained by Harbour Pointe Management. (When used in this agreement, the term "low maintenance" shall mean lawn and/or lawn with trees and shrubs only, spaced not to prohibit mowing around or between plantings with a standard 24" mower.);

NOW, THEREFORE, IT AGREED AS FOLLOWS:

IRRIGATION

- 1 Buchan is authorized to install sprinklers at his own expense. Buchan shall provide and install necessary controllers /timers for sprinkler system. Golf Northwest crews will operate the system as though it was part of the golf course upon completion of the installation.
- 2 Buchan is authorized to connect to golf course water to irrigate the entry and road right of way between golf course fairways. *This authority ends in the general area of the bridge on St. Andrews Drive.*
- 3 Buchan (or the homeowners' association, as the case may be) will pay an annual fee to Golf Northwest of \$250.00, which fee represents water usage and operation of all irrigation systems by Golf Northwest crews. Price of water from time to time may be adjusted for increased water cost, *to be mutually agreed to by both parties.*

LANDSCAPE MAINTENANCE

- 1 Golf Northwest will maintain all lawn areas at no charge to Buchan or the homeowners' association, in those areas shown on Buchan landscape plan dated 8/14/92. Additional lawn areas, if any, must be mutually agreed upon prior to acceptance for maintenance by Golf Northwest.
- 2 If there are street trees, Golf Northwest will use "roundup" type of vegetation killer to make a small circle around the tree for easier mowing.
- 3 Golf Northwest will maintain all plantings in back of the sign monument, provided that said plantings are of low maintenance.
- 4 Buchan shall maintain the front side of the sign monument and any other areas where seasonal plantings or other labor extensive plantings are installed.
- 5 With respect to the area between lots 1 and 2, Buchan is authorized to install landscaping on both sides of cart paths; if labor intensive plantings are used in this area, Buchan will be responsible for the maintenances; if low maintenance plantings are installed, Golf Northwest will maintain, at no cost to Buchan.
- 6 Buchan will be responsible for the maintenance of all seasonal or exotic plantings installed in front of the fence located on Harbour Pointe Boulevard.

FENCING

- 1 Buchan is authorized to install a 6 foot, solid wood, painted fence along Harbour Pointe Boulevard, 5 feet west of the right-of-way (centered in the 10 foot easement) in those areas adjacent to the 11th fairway lawn. The fence in areas not adjacent to the fairway may be constructed in any location within the easement. The length of the north and south ends of the fence should be sufficient so that individuals cannot easily access the golf course from the street.

2 Buchanan will install a 10 foot wide gate along the fence to allow Golf Northwest to move heavy equipment into the tee area, if necessary. Sod may be installed in the area in front of the gate. Golf Northwest will be responsible for any damage to said gate or sod in connection with moving heavy equipment in this area.

SLOPE AREAS OF ROAD BY BRIDGE

- 1 Buchanan is authorized to connect an irrigation system to the golf course's system, at his expense.
- 2 Golf Northwest will maintain this area provided that the ground cover consists of shrubs (i.e., junipers or similar type plantings) installed in a beauty-bark and boulder bed. If other ground cover or high maintenance landscaping is installed, Buchanan shall be responsible for said maintenance.
- 3 Buchanan is authorized to paint the bridge at his expense; Golf Northwest shall pre-approve paint colors and specifications prior to application; Golf Northwest will be responsible for future maintenance of the bridge, including painting.

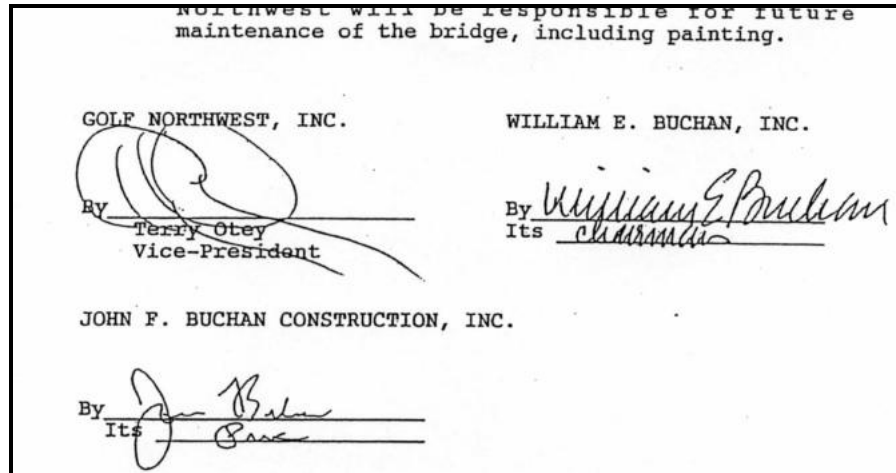
GOLF NORTHWEST, INC

WILLIAM E. BUCHAN, INC

BY (signed) *Terry Obey*
Terry Obey
Vice-President

BY (signed) *William E Buchan*
Its *Chairman*

JOHN F. BUCHAN CONSTRUCTION, INC.
BY (signed) *John Buchan*
Its *Pres*



Community Development Department
 City of Mukilteo
 4480 Chennault Beach road
 Mukilteo, WA 98275

**FIRST AMENDMENT TO
 THE DECLARATION OF COVENANTS, OONDITIONS AMD RESTRICTIONS
 OF THE SECTOR 12 HOMEOWNERS' ASSOCIATION
 X-Ref AF # 9405315003**

This first amendment to the covenants running with the land made this 17th day of May, 1994 by the Declarants, JOHM F. BUCHAN CONSTRUCTION, INC. and WILLIA, E. BUCHAN, INC., who are the owners of certain land situated in the state of Washington, County of Snohomish.

RECITALS

WHEREAS, John F. Buchan Construction, Inc. and William E. Buchan Inc., ("Declarants"), filed a Declaration of Covenants, Conditions and Restrictions for the Sector 12 Homeowners' Association ("Declaration") on December 21, 1992 under Snohomish County Recording Mo. 9212210601. The Declaration imposes various conditions and restrictions on property in Sector 12, which includes subdivisions One clubhouse Lane, Division 4 and One Clubhouse Lane, Division 5, and imposes restrictions on Common Areas which are jointly owned and maintained by subdivisions in Sector 12 which are shown in Exhibit I.

WHEREAS, Article III of the Declaration provides that during the Development Period, other parcels may become subject to the various conditions and restrictions articulated in this Declaration when the Declarant (1) files an amendment legally describing the other parcels, and (2) states that the other parcels are subject to the provisions of this Declaration.

WHEREAS, the Declarant wishes for the parcels, generally known as Division 5, One Clubhouse Lane, which are described with particularity in Exhibit 1 to this Amendment to be subject to the conditions of this Declaration.

SEC-AMEN

WHEREAS, the Development Period has not yet expired.

WHEREAS, Article XVIII, Section 2, provides that this Declaration can be amended if the owners of 51% of the lots approve the amendment. On this date, the Declarant owns 51% of the lots in this subdivision.

WHEREAS, Declarant finds it necessary to amend the Covenants to provide for view protection and the maintenance of Common Areas associated with Sector 12 .

WHEREAS, Declarant amends the Declaration as follows:

1. Article I, Section III, is hereby amended to read as follows:

Section III. Shall mean and refer to the real property described with particularity in *Exhibit 2* of this Declaration. This Exhibit describes with particularity the property which is generally known as Division 5 of One Club House Lane.

2. Article XIII, Section 11 is amended as follows:

Section 11. Protected Views. This Declaration protects views of Puget Sound, the golf course, Whidbey Island, and the Olympic Mountains. These are the only protected views.

a. New Structures . The Architectural Control Committee ("Committee") will not authorize any additions, alterations or new structures (other than replacement of existing structures) which would have a significant adverse effect on such views. This covenant shall not prevent Declarants from constructing homes in the Plat during the Development Period.

SEC-AMEN

-2-

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b. Structural Alterations. Property owners shall not alter any existing structure, maintain any plantings, or other vegetation which unreasonably impairs such views as determined by the Architectural Control Committee ("Committee"). To preserve the above views, the Committee shall establish and enforce policies for pruning or removal of vegetation which substantially obstructs or impairs protected views.

g. Vegetation. If a homeowner fails to remove or prune any vegetation or structure which the Committee determines obstructs views within 60 days of being requested to do so by the Committee, then the Committee will notify the Board of Directors of the offending vegetation or structure and the Board will take action in accord with Article XII, Section 3.

d. Construction of Section. This Section should not be interpreted in a manner which prevents homeowners from making reasonable use of their properties: The purpose of the covenant is to prevent significant view obstruction.

3. A new Article will be added which shall be known as ARTICLE XIX, MAINTENANCE AND USE OF COMMON AREAS IN SECTOR 12, which will state:

Section 1. Maintenance and Control of Common Areas in Sector 12. Common Areas have been designated in Sector 12, which are described in *Exhibit 2* attached hereto and incorporated by reference which may be utilized by all residents of Sector 12. Sector 12 includes the subdivisions of One Clubhouse Lane, Division 4, One Clubhouse Lane, Division 5, Windward Bluff and One Clubhouse Lane, Division 6 and any future subdivisions developed in Sector 12. Common Areas include the playground, pedestrian trails, the park and any other common areas designated in *Exhibit 1*.

Section 2. Windward Bluff Residents Own a Proportionate Share of Sector 12's Common Areas. Residents of Windward Bluff have an easement which allows them to use Common Areas located in Sector 12 and they shall be responsible for paying a proportionate share of the maintenance

SEC-AMEN

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9405310883

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expenses associated with such areas. The Windward Bluff Homeowners' Association shall be responsible for paying 20% of all maintenance costs. (There are a total of 219 lots in Sector 12; there are 43 lots in Windward Bluff; Windward Bluff's proportionate share of maintenance costs represents 43 divided by 219.)

Section 3. Involvement of Windward Bluff Board of Directors. One member of the Board from Windward Bluff shall participate in all meetings of the Sector 12 Board of Directors at which any issues pertaining to such Common Areas are considered and shall have the authority to cast 1 vote on such issues. Fifteen days notice of such meetings shall be given to the Board member from Windward Bluff who represents Windward Bluff, as well as to the Board of Windward Bluff of such meetings. One meeting will be held per year at which issues pertaining to the Common Areas will be considered. The failure of Windward Bluff Board member to attend such meeting shall not prevent the Board from considering issues pertaining to Common Areas if appropriate notice of the meeting has been provided.

Section 4. Right to Use Common Areas. All residents of Sector 12, including the residents of Windward Bluff have a right to use Common Areas designated in *Exhibit I*, and are conveyed an easement which allows them to make use of such easements.

Section 5. Payments by Windward Bluff for Maintenance of Common Areas. The Board shall give the Windward Bluff Board, each year no later than April 15, notice of the amount due (20% of all maintenance fees) to maintain Common Areas. The Board of Windward Bluff shall remit its proportionate share of maintenance costs to the Board of Sector 12 no later than June 15 each year.

If the Board of Windward Bluff fails to timely pay its share of maintenance expenses, such sums will incur interest at the rate of 12% per annum.

Section 6. Disputes Pertaining to Common Areas. Any disputes pertaining to the Common Area shall be settled by binding arbitration no later than 30 days after the Boards have determined that such a dispute exists, the Boards of Sector 12 and Windward Bluff will agree on an arbitrator. If the Boards are unable to agree on an arbitrator, they will ask the Presiding Judge of the King County Superior Court to appoint an arbitrator.

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The decision of the arbitrator shall be binding and final and no appeal from that decision is available.

Each of the Boards shall pay their own attorneys fees and half of the arbitration costs and fees. The Board shall develop a set of rules governing Common Areas which shall be distributed to all residents of Sector 12.

All other items and provisions of the Declaration of Covenants, Conditions and Restrictions, recorded under Snohomish County Recording Number 9212210601 shall remain the same as recorded unless otherwise amended by recording document.

IH WITNESS WHEREOF the undersigned Declarants have affixed their signatures.

JOHN F. BUCHAN CONSTRUCTION INC.
By: (signed) John F. Buchan, President

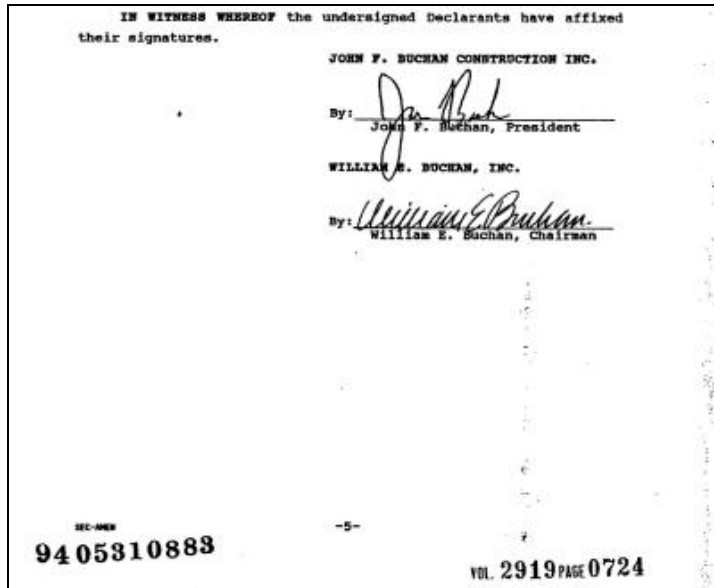
WILLIAM E. BUCHAN, INC
By: (signed) William E. Buchan, Chairman
SEC*AMEN

SEC-AMEN

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9405310883

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STATE OF WASHINGTON
COUNTY OF KING

On this 17th day of May, 1994, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JOHN F. BUCHAN, to me known to be the President of JOHN F. BUCHAN CONSTRUCTION, INC., the corporation that executed the foregoing 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 is authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

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

(signed) Brenda K Osborne
Signature of Notary

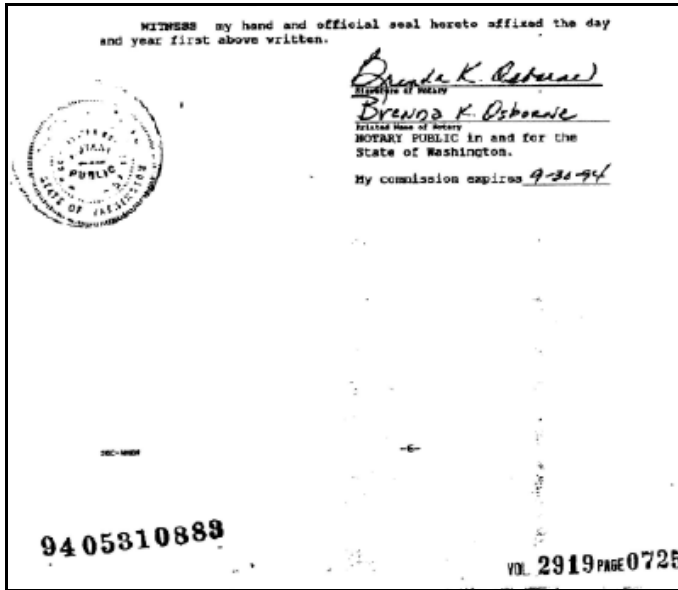
BRENDA K OSBORNE
Printed Name of Notary

NOTARY PUBLIC in and for the State of Washington.
My commission expires 9-30-94
SEC-AMEN

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9405310883

VOL. 2919 PAGE 0725



STATE OF WASHINGTON
COUNTY OF KING

On this 17th day of May, 1994, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JOHN F. BUCHAN, to me known to be the President of JOHN F. BUCHAN CONSTRUCTION, INC., the corporation that executed the foregoing 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 is authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

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

(signed) Lisa Smith
Signature of Notary

LISA SMITH
Printed Name of Notary

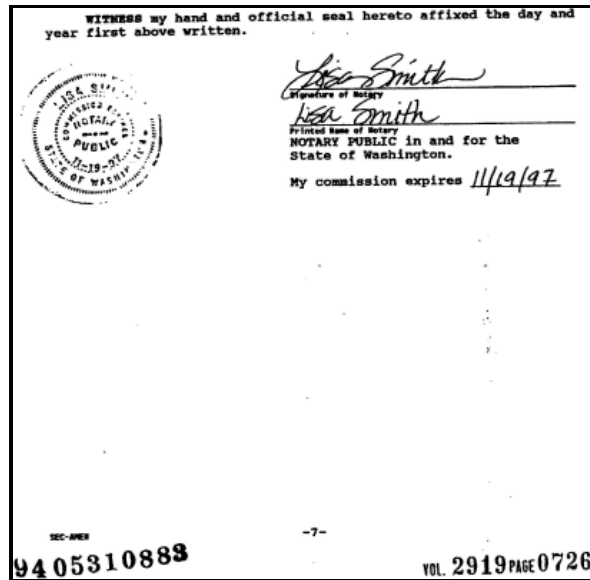
NOTARY PUBLIC in and for the State of Washington.
My commission expires 11/19/97

SEC-AMEN

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9405310883

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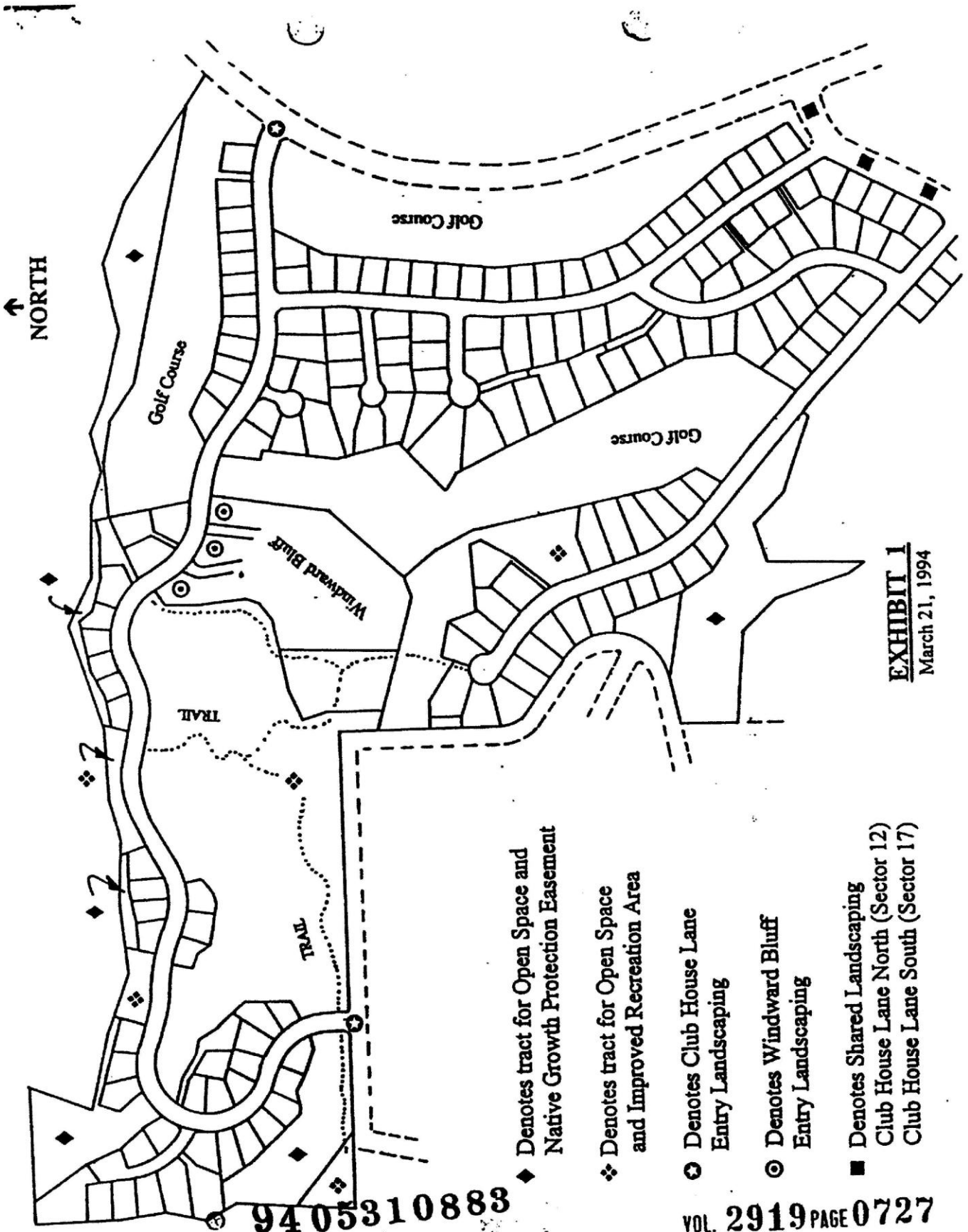


EXHIBIT 1
 March 21, 1994

- ◆ Denotes tract for Open Space and Native Growth Protection Easement
- ❖ Denotes tract for Open Space and Improved Recreation Area
- ⊙ Denotes Club House Lane Entry Landscaping
- ⊙ Denotes Windward Bluff Entry Landscaping
- Denotes Shared Landscaping Club House Lane North (Sector 12) Club House Lane South (Sector 17)

94 05310883

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After recording please return to:
 Community Development Department
 City of Mukilteo

4480 Chennault Beach Road
Mukilteo, WA 98275

**SECOND AMENDMENT TO
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE SECTOR 12 HOMEOWNERS' ASSOCIATION**

Cross Reference // 92112210601 & 9405310383

THIS SECOND AMENDMENT to the Covenants running with the land made this 9th day of September, 1994 by the Declarants, JOHN F. BUGHAN CONSTRUCTION, INC., and WILLIAM E. BUCHAN, INC., who are the owners of certain land situated in the state of Washington, County of Snohomish.

RECITALS

WHEREAS, John F. Buchan Construction, Inc. and William E. Buchan Inc., ("Declarants"), filed a Declaration of Covenants, Conditions and Restrictions for the Sector 12 Homeowners' Association ("Declaration") on December 21, 1992 under Snohomish County Recording Mo. 9212210601. The Declaration imposes various conditions and restrictions on property in Sector 12, which includes subdivisions One clubhouse Lane, Division 4 and One Clubhouse Lane, Division 5, and imposes restrictions on Common Areas which are jointly owned and maintained by subdivisions in Sector 12 which are shown in Exhibit I.

WHEREAS, Article III of the Declaration provides that during the Development Period, other parcels may become subject to the various conditions and restrictions articulated in this Declaration when the Declarant (1) files an amendment legally describing the other parcels, and (2) states that the other parcels are subject to the provisions of this Declaration.

WHEREAS, the Declarant wishes for the parcels, generally known as Division 6, One Clubhouse Lane, which are described with particularity in Exhibit 2 to this Amendment to be subject to the conditions of this Declaration.

WHEREAS, the Development Period has not yet expired.

WHEREAS, Article XVIII, Section 2, provides that this Declaration can be amended if the owners of 51% of the lots approve the amendment. On this date, the Declarant owns 51% of the lots in this subdivision.

WHEREAS, Declarant amends the Declaration as follows:

WHEREAS, Declarant amends the Declaration as follows:

1. Article I, Section III, is hereby amended to read as follows:

Section III. Shall mean and refer to the real property described with particularity in *Exhibit 3* of this Declaration. This Exhibit describes with particularity the property which is generally known as Division 4, 5 & 6 of One Clubhouse Lane.

All other items and provisions of the Declaration of Covenants, Conditions and Restrictions, recorded under Snohomish County Recording Number 9212210601 and 9405310883 shall remain the same as recorded unless otherwise amended by recording document.

IN WITNESS WHEREOF the undersigned Declarants have affixed their signatures.

JOHN F. BUCHAN CONSTRUCTION, INC.

By: (signed) John F. Buchan
John F. Buchan, President

WILLIAM E. BUCHAN, INC.

By: (signed) William E. Buchan
William E. Buchan, President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 9th day of September, A.D. 1994, before me, the undersigned, a notary public in and for the State of Washington, and John F. Buchan and William E. Buchan, to me known to be the President & President respectively, of John F. Buchan Construction, Inc., and William E. Buchan, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporations.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above

(signed) Lisa Smith
NOTARY PUBLIC in and for the State of Washington, residing at Kirkland
My Commission expires: 11-19-97

JOHN F. BUCHAN CONSTRUCTION, INC.
By: [Signature]
John F. Buchan, President

WILLIAM E. BUCHAN, INC.
By: [Signature]
William E. Buchan, Chairman & CEO - President

STATE OF)
COUNTY OF King) ss.

On this 9th day of September, A.D. 1994, before me, the undersigned, a Notary Public in and for the State of WASHINGTON, and John F. Buchan & William E. Buchan to me known to be the President & President, respectively, of John F. Buchan Construction, Inc. & William E. Buchan, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above

[Signature]
Lisa Smith
Notary Public in and for the State of
Washington, residing at Kirkland
My appointment expires on 11/19/97

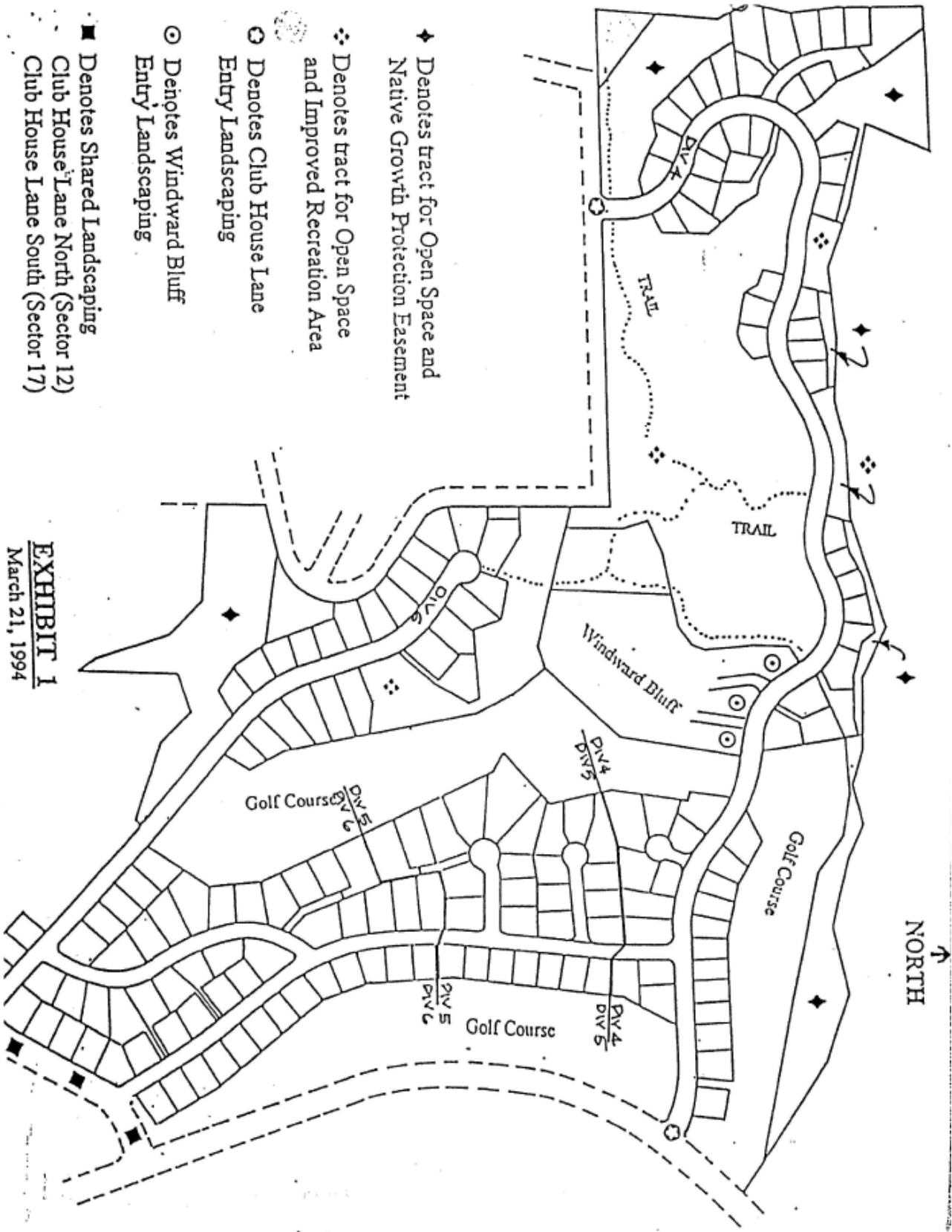


EXHIBIT 1
March 21, 1994

After recording please return to:
Community Development Department
City of Mukilteo
4480 Chennault Beach Road

9412080188

(signed) Lisa Smith
NOTARY PUBLIC in and for the State of Washington, residing at Kirkland
My Commission expires: 11-19-97

DATED this 2 day of December 1994.

JOHN F. BUCHAN CONSTRUCTION CO. INC.

[Signature]
John F. Buchan, President

WILLIAM E. BUCHAN, INC.

[Signature]
Wm. E. Buchan, President

STATE OF _____)
COUNTY OF _____) ss.

On this 2nd day of December, A.D. 1994, before me, the undersigned, a Notary Public in and for the State of Washington, and John F. Buchan and Wm. E. Buchan to me known to be the President & President respectively of John F. Buchan Const. Co., Inc. & William E. Buchan, Inc. the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporations.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

[Signature]
Notary Public in and for the State of
Washington, residing
at Kirkland, Washington
My appointment expires
on 11/19/97




EXHIBIT-3

Lots 1 through 66, One Clubhouse Lane Div. 4, according to the plat thereof, recorded in Volume 54 of Plats, pages 156 through 164 inclusive, records of Snohomish County, Washington together with

Lots 1 through 26, One Clubhouse Lane Div. 5, according to the plat thereof, recorded in Volume 57 of Plats, pages 26 through 29 inclusive, records of Snohomish County, Washington together with

Div. 6 One Clubhouse Lane attached on Exhibit - 2.

EVALUATION STANDARDS AND GUIDELINES RELATING TO ARCHITECTURAL AND AESTHETIC CONTROL AND VIEW PROTECTION IN ONE CLUBHOUSE LANE

Architectural Control Committee

8/18/2005

Evaluation Standards & Guidelines Relating to Architectural, Aesthetic Control & View Protection in Once Clubhouse Lane-North

The principal purpose of this document is to provide architectural and view protection evaluation standards that have been developed by the Architectural Control Committee of One Clubhouse Lane-North. The OCL-N Homeowners' Association Board of Directors approved these standards/guidelines in November 2000. In addition, this document summarizes related covenants and restrictions contained in the Declaration of Covenants, Conditions & Restrictions of Sector 12 (One Clubhouse Lane, Division 4) CC&RS from 1992, Amendment of 1994 and some general design and development guidelines produced by the Committee in 1998.

ABOUT THE ARCHITECTURAL CONTROL COMMITTEE

The Committee, which is appointed by the Homeowners' Association Board of Directors, is responsible for evaluating proposed development plans to ensure they are compatible with the existing natural and built environment, and for protecting view from the impairment caused by landscaping or structural changes. In addition, the Committee is responsible for establishing aesthetic and view protection standards to be used in evaluating development and landscape proposals.

The authority of the Committee is derived from the CC&Rs, specifically Article XVII and the First Amendment to the CC&Rs covering Article XIII, Section 11. These are legal documents that have been recorded with the Snohomish County Auditor's office; all homeowners have agreed to abide by their requirements.

The Committee is responsible for carrying out its duties on behalf of all members of the Association for the benefit of the total community. These benefits include a well-maintained and attractive community where the value of all properties in the community will be maintained at a higher level than if there were no standards or a Committee to administer them.

ARCHITECTURAL AND AESTHETIC CONTROL

Summary of Information in the CC&Rs

This section provides a summary of restrictions contained in the CC&Rs that relate to aesthetic control and/or view protection with which all homeowners must abide.

- No noxious or offensive activity, any activity that unreasonably interferes with others, or activity that detracts from the value of property shall be conducted on any property. No untidy or unsightly condition shall be maintained including publicly visible wood storage, boats, trailers, recreational vehicles, and disabled vehicles. (Article XIII, Section 3)
- Fences, walls, or shrubs are permitted to delineate lot lines subject to approval of the Committee with respect to aesthetic and view protection standards. No barbed wire or corrugated fiberglass fences are allowed. Further, with respect to golf course fairway lots, no rear yard fence may be constructed closer than 20 feet to the rear property line without prior written approval of the Committee and Golf Associates except a fence approved by the terms of the prior Covenant Agreement. (Article XIII, Section 4 and Article XIV, Section 2)
- No buildings or other structures may be built nearer than 20 feet to the property line dividing the golf course and residential lots without prior written approval of the Committee and Golf Northwest. (Article XIV, Section 1)
- No signs, billboards, or other advertising structure or device shall be displayed for public view on any lot except for sale" or "for rent" signs and political yard signs no more than 5 square feet during campaign periods. Political yard signs must be removed within 5 days of an election (Article XIII, Section 8)
- All pens and enclosure for pets must be approved by the Committee prior to construction. (Note: No animals other than dogs, cats, caged birds, tanked fish and other conventional small household pets are allowed on any lot.) (Article XIII, Section 9)
- Homeowners shall not cut down native trees unless such trees are dead. (Article XIII, Section 12)
- No property shall be used as a dump or storage place for any trash or rubbish. (Article XIV, Section 5)
- All homes shall be built of new materials (except decor items); all roofs are to be unpainted cedar shingles or shakes, tile (or approved in a following amendment); siding and trim are to be resawn wood or manufactured siding of a color to be approved by the Committee; and all visible masonry shall be native stone, brick or stucco. (Article XV, Section 2)
- The wiring of accessory buildings or lights of any kind shall be underground. (Article XVI, Section 1)
- No radio or television antennae, transmitters, or parabolic reflectors (satellite dish antennae) shall be permitted unless approved by the Committee. (Article XVI, Section 2)
- No exterior addition or structural alteration (encompassing residences, accessory structures, fences, wall appurtenant recreational facilities, or other exterior structures), or changes to the exterior color of homes shall be permitted unless approved by the Committee. (Article XVII, Section 2)

Evaluation standards for Architectural and Aesthetic Control

This set of standards sets forth policies and criteria to be used in evaluating whether proposed development would be compatible with the existing environment of One Clubhouse Lane (North). The authority for these guidelines is contained

in the CC&Rs. Specifically, Article XVII, Section 2, directs the Architectural Control Committee to review proposed plans and specifications for residences, accessory structures, fences, walls, appurtenant recreational facilities, other exterior structures as well as proposed changes to the exterior color of homes to determine whether the proposed changes are compatible with the existing aesthetic character of other homes in the neighborhood. The Committee is directed to decline or approve any design that fails to meet the established standards, adversely impacts nearby properties or common areas, or is temporary or non-permanent.

It is recognized that property owners in OCHL-N made a substantial financial investment in purchasing their homes and that impairment of the aesthetic character of the surrounding natural and built environment may result in the diminution of property value. Further, it is understood that all property owners of OCHL-N agreed to abide by the CC&Rs, including the Architectural Control Committee architectural and aesthetic review provisions, at the time they purchased their home.

It is the responsibility of the homeowner to comply with existing building and zoning codes and to obtain necessary approvals. The Committee has no responsibility for ensuring that plans and specifications comply with building and zoning requirements.

POLICY: The Architectural Control Committee shall determine whether proposed new residences, accessory structures, fences, walls, appurtenant recreational facilities, or other exterior structures to be placed upon properties in One Clubhouse Lane (North), as well as proposed changes to the exterior color of homes, are compatible with, surrounding structures, surrounding natural and built environment and the aesthetic character of other homes in the plat.

Standards for Determining Compatibility

Compatibility will be determined by the level of contrast between the proposal and the existing setting described above. Proposals that would result in significant contrasts will not be approved.

Specifically, significant contrasts will be determined according to the following criteria:

1. Proposal is not proportional to existing structures or natural elements either vertically or horizontally
2. Proposal is different than existing structures or natural elements in shape, design, or Structure
3. Proposal does not conform to horizontal or vertical lines in the existing setting
4. Proposal's color is different from colors of existing structures or natural elements
5. Proposal's building materials are different from materials used for existing structures
6. Proposed structure is taller than existing structure
7. Proposed design and appearance of landscaping is different than existing landscaping.

The Committee shall decline to approve proposals that are determined to result in significant contrasts for any of the parameters identified above. Determinations shall be by majority vote of the Committee members.

Architectural and Aesthetic Guidelines for Development Proposals

In 1998, the Committee formulated some guidelines to be considered in reviewing development proposals. These guidelines are included below:

1. Exterior Colors:

- Body and trim colors are typically earth tones, whites, grays, brown. Care should be taken so that the home does not look identical to surrounding homes.
- Greater variation is allowed on accent colors for items like front doors or shutters.
- The Committee has a list of stucco and paint colors used by William Buchan that will not require approval of the Committee.

2. Additions, Alterations, and New Structures

- Verify compliance with view protection standards
- Design, material and color should match existing structures on the property.
- Garage doors facing a street should not be more than 8 feet tall.
- Roof pitches should be a minimum of 6:12, the Committee may approve exceptions when the exception would enhance the overall appearance of the home or aid compliance with view protection.

3. Accessory Structures

- Landscaping or other screening may be used to minimize impacts as determined by the Committee.
- Compatibility with surrounding structures, impacts on neighbors, and view protection are primary considerations.
- Eighteen-inch satellite dishes may be allowed when the visibility from the street can be minimized by locating the dish at the back of the home or by screening.
- Permanent basketball hoops may be allowed on a case-by-case basis. The back of the structure should not be visible from neighboring homes or the street. The impacts of their use on their neighbors (noise, damage from balls, etc.) should be considered.

- Temporary basketball hoops are not regulated structures when used in a temporary fashion. If their use is a problem, remedies may be pursued through the Prohibition of Nuisances Provision of the CC&Rs (Article XIII, Section 3)
- Sheds should be screened from view of neighbors and the street (except roofs when an approved material and design is used). Required setbacks from property lines should be observed.
- The impact of decks, gazebos, arbors, etc. on the views of neighbors and views from the street are primary considerations.
- Mechanical equipment such as air conditioning and hot tub motors should not be visible from neighbors or streets. Noise or vibration should not be experienced from inside of neighboring homes when windows are closed.
- Flags and banners must be kept in good condition; flagpoles must be approved by the Committee.
- Garbage bins and recycle bins must be stored out of sight from the front of the residence.

4. Fences

- Verify compliance with view protection standards.
- Front yard fences should be no closer to the street than the front of the subject home and neighboring homes.
- Side yard fences on corner lots should usually be set back from the property line; this would be considered on a case-by-case basis.
- Rear yard fences adjacent to streets should usually be partially screened with landscaping. Screening can also be used to reduce the setback on front and side fences.
- Vinyl-coated chain link may be allowed adjacent open spaces.

Requirements for Submitting Development Proposals

Plans and specifications showing the proposed structure or alteration shall be submitted to and approved, in writing, by the Committee. All proposals should be completed on the OCHL Application For Approval Of Improvements.

The Committee shall approve or disapprove a proposal for development within 30 days of receipt of completed applications. The Committee shall indicate its approval or disapproval on the application form.

In preparing your applications, please consider whether you are providing everything that is necessary in order for the Committee to visualize the completed development and make a judgment about its compatibility with the existing setting.

- **Painting:** Submit a large paint sample noting the location of the paint color in relation to the home.
- **Building Additions:** If you are constructing a room addition to your home, you must submit full working drawings for the improvement. This would include floor plans and elevations of all exterior view. Submit a sample or brochure that depicts the building material you plan to use and indicate its color.
- **Decks, gazebos, and Arbors:** You must submit a plot plan showing the proposed location in addition to elevations showing construction and exterior appearance. Also include exterior finish color.
- **Fencing:** Be sure to show the location of the proposed fencing on a plot plan and note the material and height of the fence.
- **Landscaping:** Include a plot plan that shows in detail what you intend to accomplish. Be sure to show existing conditions as well as your proposed improvements. If you will be planting trees and shrubs, be sure to indicate the type and size on the drawing.
- **Retaining wall:** In addition to plans showing locations, dimensions, materials, etc., you must indicate how it will be constructed.

EVALUATION STANDARDS FOR VIEW PROTECTION

Introduction

This set of standards sets policies and criteria related to the protection of views from properties in One Clubhouse Lane (North). The authority for these guidelines is contained in the First Amendment to the Declaration of Covenants, Conditions and Restrictions (CC&Rs) of the Sector 12 Homeowners' Association, specifically the amendments to Article XIII, Section 11 of the CC&Rs.

It is recognized that properties with views required a substantial financial investment and that impairment or obstruction of views may result in the diminution of property value. Further, it is understood that all property owners of One Clubhouse Lane (North) agreed to abide by the CC&Rs, including the view protection provisions, at the time they purchased their home.

Protected views are defined as "Views of Puget Sound, Golf Course, Whidbey Island and the Olympic Mountains" (Article XIII, Section 11).

View impairment or obstruction shall be judged from usual or customary viewing locations on the affected property to include the house, deck(s) and patio(s).

The CC&Rs direct the Architectural Control Committee to "not authorize any additions, alterations or new structures which would have a significant adverse effect on such view" (Article XIII, Section 11 Para. A). Further, the Committee is directed to determine whether alterations to existing structures, plantings, or other vegetation "unreasonably impairs such views",

and to "establish and enforce policies for pruning or removal of vegetation which substantially obstructs or impairs protected views" Article XIII, Section 11, Para B.)

POLICY

Vegetation No trees or shrubs, whether natural or planted may be maintained or allowed to grow in a manner which unreasonably obstructs the protected view of any homeowner.

This policy is for the purpose of maintaining views, rather than the creation of views. The ridge height of the existing structure (or ridgeline closest to tree or vegetation in questions), on a lot shall define the maximum allowable tree or vegetation height for that lot, and any tree or vegetation in excess of that height shall conclusively be presumed to unreasonably obstruct protected views. However, certain trees or vegetation may also be determined to obstruct protected views even if such trees or shrubs are below the ridge height.

No fence, hedge or boundary wall shall have a height above finish grade of the ground greater than six feet. For purposes of this section, the term "hedge" shall be defined as any two or more trees, shrubs or plants planted in close proximity to one another.

Procedures to seek Review for Maturing Vegetation/View Obstruction

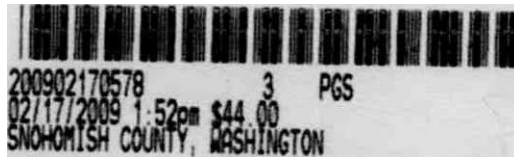
1. Affected property owners shall submit a written and signed complaint about view impairment or obstruction to the Committee. However, they shall first endeavor to resolve the issue with the alleged offending property owner. If unsuccessful, the affected property owner shall provide the ACC with his/her complaint documentation as to the nature and time of the contact with the alleged offending property owner and the outcome.
2. The Committee shall make a visit to the affected property to determine the extent of view impairment or obstruction.
3. The Committee shall set a time and place to review the complaint and give notice to the alleged offending property owner and the affected property owner(s) of their opportunity to be heard.
4. The Committee shall determine whether substantial view impairment or obstruction exists or is likely to exist based on the criteria described above.
5. If the Committee determines that a protected view is being obstructed, it shall direct the property owner to prune or remove offending vegetation within 60 days. If the offending property owner does not comply by the designated date, the Committee shall notify the Board of Directors and request that the Board take action in accord with Article XIII, Section 3 (Article XIII, Section 11, Para C as amended.)

Policy

Structures: No structures, including fences, hedges or boundary walls may be constructed or modified on any parcel to a height which would (1) exceed the height limitations of the ACC Guidelines/CC&Rs: or (2) would obstruct the protected views of Puget Sound, the Golf Course, Whidbey Island, and the Olympic Mountains.

Procedures to Seek Review for Proposed New or Altered Structures, Additions, Fences, and Landscaping

1. Homeowners shall submit plans and specifications for new or altered structures, additions, fences and landscaping to the Committee for approval. (Note: This is a requirement as well for actions in connection with the Committee's responsibilities to review architectural and aesthetic compatibility of proposed new structures, additions, alterations, or fences.)
2. Homeowners shall give notice to potentially affected property owners regarding their plans prior to submittals of plans and specifications to the Committee. Documentation as to the nature and time of the contact with the potentially affected property owners(s) and the outcome shall be provided at the time plans are submitted to the Committee.
3. With the permission of potentially affected property owner(s), Committee representatives may need to make a site visit to evaluate view impairment or obstruction.
4. The Committee will set a time and place for review of the proposed plan and give notice to potentially affected property owner(s) of their opportunity to be heard at the meeting with respect to concerns they may have about view impairment or obstruction.
5. The Committee will determine whether the structure, addition, fence or landscaping will impair the protected view(s).
6. If it is determined that protected views would be impaired, the Committee shall request that the property owner revise his/her plans/specifications and resubmit them to the Committee for further evaluation.



After recording please return to
 One Club House Lane Homeowners Assoc. (OCHL -12)
 PMB 242, 1924 Mukilteo Speedway
 Mukilteo, WA 98275

**FOURTH AMENDMENT TO
 THE DECLARATION OF COVENANTS, CONDITIONS AND
 RESTRICTIONS OF THE SECTOR 12, HOMEOWNERS' ASSOCIATION
 (ONE CLUB HOUSE LANE SECTOR 12 HOMEOWNERS' ASSOCIATION)**

Cross Reference # 92112210601, 940535003, 9410240323 und 9412080188

THIS FOURTH AMENDMENT to the Covenants running with the land is made this 13 day of February, 2009 by the Declarant, Sector 12 Homeowners' Association (One Club House Lane Sector 12 Homeowners' Association), on behalf of the members of the Association who are the owners of certain lands situated in the state of Washington, County of Snohomish.

RECITALS

WHEREAS, John F. Buchan Construction Company, Inc. and William E. Buchan, Inc. (Declarants), tiled a Declaration of Covenants, Conditions and Restrictions for the Sector 12 Homeowners' Association ("Declaration") on December 21, 1992 under Snohomish County Recording No. 9212210601. The Declaration imposes various conditions and restrictions on property in Sector 12 and its various subdivisions and imposes restrictions on common areas which are jointly owned and maintained by subdivisions in Sector 12.

WHEREAS, by instruments entitled FIRST, SECOND AND THIRD AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE SECTOR 12 HOMEOWNERS' ASSOCIATION ("Amendments"), were subsequently recorded under Snohomish County Recording Nos. 9405315003, 9410240323 and 9412080188.

WHEREAS, this Declaration and the Bylaws may be amended during the initial 30 year period if fifty-one percent of the members vote to amend particular provisions of either instrument.

WHEREAS, the Association has provided by US Mail, notices of the proposed amendments along with enclosed ballots to all member homeowners and such members have ratified and approved by greater than the required percentage these revisions. The ballot results were also announced by the Board and discussed at the Associations' Annual General Membership Meeting's dated October 24, 2001 and October 22, 2008.

THEREFORE, the Declarant amends the Declaration as follows:

1. **Article XV- BUILDING RESTRCITIONS.** Section 2. Building Materials shall be amended to read as follows:

Section 2. 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 (Architectural Control 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 Sector 12 development and whether the material would add to the attractive development of the subdivision. All roofing materials shall be approved by the Committee. Siding and trim are to be resawn wood, LP siding, cement -wood fiber products such as Hardiplank siding or comparable product that are approved by the Committee. All visible masonry shall be native stone, brick or stucco.

2. **Article XVII- ARCHITECTURAL CONTROL,** Ssection 2. Jurisdiction and Purpose shall be amended to read as follows:

2.1 The Committee or the Declarant shall review proposed plans and specifications for the 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, both houses, sport courts) or other exterior additions or exterior structures to be placed upon the Properties. No exterior additions or structural alterations may be made until plans and specifications showing the nature, kind, shape, heights materials and location of the proposed structures 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 the homes in the plat. The Committee shall determine whether the exterior design and location of the proposed structures, alterations, or color change harmonizes with the (1.) surrounding structures, (2.) surrounding natural and built environment, and (3.) aesthetic character of other homes in the plat.

2.2 Any such structural alterations or alterations completed before July 21, 2003. and registered with the Committee within 30 days following approval of this amendment by the Association Members, will automatically be deemed to have been approved by the Committee.

3. **Article XVII- ARCHITECTURAL CONTROL, SECTION 14,** Enforcement shall be amended to read as follows:

Section 14. Enforcement. The Association, the Board, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. However, if any party challenges the Committee's determination, the dispute will be resolved by all parties submitting to binding arbitration, pursuant to the rules of the American Arbitration

