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SECOND AMENDED  
DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
THE PLATEAU, NOW INCLUDING EAGLE RIDGE PHASE I

L-554

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SECOND AMENDED DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF THE PLATEAU, NOW INCLUDING EAGLE RIDGE PHASE I

THIS DECLARATION is applicable to THE PLATEAU, Lots 1 through 23, and all tracts, easements and open space therein. By this second amendment, this declaration is now enlarged to include EAGLE RIDGE PHASE I, Lots 66 through 82, 85 through 111, and all tracts, easements and open space therein.

WHEREAS, PACIFIC DEVELOPMENT LLC, a Washington Limited Liability Company; recorded its CC&R's for The Plateau; and

WHEREAS, PACIFIC DEVELOPMENT LLC conveyed its entire interest in The Plateau to CMI INCORPORATED, a Washington corporation; and

WHEREAS, CMI INCORPORATED, in the Amended Declaration of Protective Covenants, Conditions and Restrictions of The Plateau, expressed its intention to bind the plat of Eagle Ridge with the same covenants, conditions and restrictions which bind The Plateau, and form one homeowners association for the benefit of both plats; and

WHEREAS CMI INCORPORATED, currently maintains exclusive control of the Sultan Plateau Homeowners' Association which Association holds the right to amend the Amended Declaration of Protective Covenants, Conditions and Restrictions of The Plateau; and

WHEREAS, CMI INCORPORATED and LIN HOMES, INC., a Washington corporation, (collectively, "Declarant") now own Eagle Ridge Phase I in its entirety; and

WHEREAS, the Declarant desires to declare of public record its intention to amend and supersede the Amended Declaration of Protective Covenants, Conditions and Restrictions of The Plateau, subject Eagle Ridge Phase I to the covenants, conditions, restrictions, reservations and charges set forth herein for the benefit of The Plateau and Eagle Ridge Phase I and its present and subsequent owners;

NOW, THEREFORE, Declarant does hereby certify and declare that the following covenants, conditions and restrictions shall become and are hereby made a part of all conveyances of Lots 1 through 23, inclusive, and those certain tracts and easements, and open space inclusive within the plat of THE PLATEAU, recorded on August 7, 1998, Snohomish County Recording No. 9808075001, Records of Snohomish County, Washington and Lots 66 through 82, 85 through 111, inclusive, and those certain tracts and

easements, and open space inclusive within the plat of EAGLE RIDGE PHASE I, recorded on January 25, 1999, Snohomish County Recording No. 9901255004, Records of Snohomish County, Washington (hereafter the "Property"), and hereby declares that the Property is and shall be held, sold, and conveyed subject to the covenants, conditions, restrictions, reservations, and charges hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These covenants, conditions, restrictions, reservations and charges shall constitute covenants running with the Property and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each owner thereof.

## ARTICLE I

### Definitions

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

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

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

1.3 "Common Areas" means those portions of the Property designated as tracts and any improvements and facilities constructed or placed thereon; together with any open space, including Native Growth Protection Area, as designated on the face of the plat of The Plateau and Eagle Ridge Phase I, if any.

1.4 "Declarant" means CMI INCORPORATED, a Washington corporation and LIN HOMES, INC., a Washington corporation.

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

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

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

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1.8 The "Property" means The Plateau and Eagle Ridge Phase I, as described in these covenants and in the plat thereof filed in the Plat Record of Snohomish County, Washington.

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

## ARTICLE II

### Property Subject to These Covenants

Declarant hereby declares that all of the Property is owned and shall be owned, conveyed, hypothecated, encumbered, used, occupied and improved subject to these Covenants. The Declarant also expresses its intent to amend these covenants at some future date to include that property which is currently known as Phase II and Phase III of the preliminary plat of Eagle Ridge and the preliminary plat of Eagle Ridge II.

## ARTICLE III

### Common Areas

The Common Areas shall consist of those portions of the Property designated as Tracts 991 and 992 in the plat of The Plateau and any improvements and facilities constructed or placed thereon, together with any open space, including Native Growth Protection Area, as designated on the face of the plat of The Plateau, if any, and Tracts 991, 992 and 998 in the plat of Eagle Ridge Phase I and any improvements and facilities constructed or placed thereon, together with any open space, including Native Growth Protection Area, as designated on the face of the plat of Eagle Ridge Phase I, if any.

## ARTICLE IV

### Property Rights in Common Areas

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

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

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

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

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

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

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

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

## ARTICLE V

### Property Rights in Lots

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

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

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

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

such Lot.

## ARTICLE VI

### Use Restrictions

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

(a) One detached single-family dwelling per Lot, designed and suited for single-family occupancy only. All single-family dwellings shall have at least 880 square feet of finished living area, and shall have an attached or detached garage or carport.

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

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

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

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

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

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

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

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

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

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

6.10 Common Areas. Common Areas are to be maintained by the Association and no changes in landscaping, removal or trimming of trees, lawns, or shrubs in the Common Areas will be permitted unless approved by the Association. The Board of Directors of the Association shall have authority to abate any trespass or encroachment upon the Common Areas at any time, by any reasonable means, and with or without having to bring legal proceedings.

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

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

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

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

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

6.16 Outbuildings. Outbuildings, such as garden sheds, wood sheds, storage sheds and shelters for domestic animals, shall be permitted only within the fenced portion of a Lot, or shall be screened from public view. Outbuildings shall be set back at least six feet from any dwelling unit or garage. No outbuilding shall exceed eight (8) feet in height.

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

6.18 View-Obstructing Trees. No trees on any Lot shall be allowed to exceed 25 feet in height if they unreasonably obstruct the view of any other Owner. No tree planted in the planting strip adjacent to the right-of-way shall be removed without approval of the City of Sultan.

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

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

## ARTICLE VII

### Association

Declarant shall organize an association of all the Owners within the Property for the benefit of the Property and the Owners. Every Owner of one or more Lots within the Property shall, immediately upon creation of the Association and thereafter during the entire

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

## ARTICLE VIII

### Maintenance and Assessments

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

8.2 Creation of Lien and Personal Obligation for Assessments. Declarant, for each Lot owned by it within the Property, does hereby covenant, and each Owner by acceptance of a conveyance of any Lot, whether or not so expressed in any such conveyance, shall be deemed to covenant to pay to the Association all assessments or other charges as may be fixed, established and collected from time to time in the manner provided in these Covenants and the Bylaws of the Association. Such assessments and charges, together with any interest, expenses or attorneys' fees imposed pursuant to Section 9.6, shall be a charge on the land and shall be a continuing lien upon the Lot and any improvements now or hereafter made thereon against which each such assessment or charge is made. Such assessments, charges or other costs shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment, charge or other cost fell due. Such liens and personal obligations shall be enforced in the manner set forth in Article IX below.

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

8.4 Amount of Annual Assessments. The maximum annual assessment for purposes of Section 8.2 above, unless increased as provided below, shall be \$100.00 per year for each Lot, except no assessment shall be levied against any Lot until such time as it is first sold by the Declarant to its Owner. Declarant shall create the Homeowners' Association and maintain exclusive control over the Homeowners' Association until Declarant has sold each Lot in Eagle Ridge Phase I to its Owner, at which time control shall be turned over to the Association. Declarant shall have the right, but shall not be obligated to collect any

assessment during the time Declarant maintains exclusive control of the Association. Notwithstanding the foregoing, Declarant shall transfer control of the Association to the Owners no later than December 31, 2000, at which time Declarant shall be entitled to vote in the Association in accordance with the Lots then owned by Declarant, if any.

8.5 Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall be assessed on a calendar year basis (with due dates as described below) and shall commence for each Lot on the date such Lot is sold by the Declarant to an Owner, subject to Declarant's election not to assess during the period of Declarant's exclusive control. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject hereto. Assessment due dates shall be established by the Board of Directors of the Association, and may be structured on a monthly, quarterly or other periodic basis. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments of a Lot is binding upon the association as of the date of its issuance.

8.6 Special Assessments for Capital Improvement. In addition to the assessments authorized by Section 8.4 above, the Association may levy in any assessment year one or more special assessments, applicable to that year only, for the purpose of defraying all or part of the cost of any construction or reconstruction, unexpected repair, or replacement of any improvement upon the Common Areas and other areas maintained by the Association, including the necessary fixtures and personal property related thereto. No such assessment may be levied without the assent, whether by vote or written consent, of two-thirds of the voting power of the Association. The special assessment shall be made against each Lot in the Property equally.

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

## ARTICLE IX

### Enforcement

9.1 Use of Common Areas and Facilities. In the event any Owner shall violate any provision of these Covenants, the Bylaws of the Association or rules adopted by the Association, the Board of Directors of the Association shall notify the Owner in writing that the violations or nuisances exist and that he or she is responsible for them, and after such notice and an opportunity to be heard before the Board, the Board may (1) notify the Owner in writing that his voting rights and right to use the Common Areas are suspended and that the duration of such suspension shall continue for the period that the violations or nuisances

remain unabated, or for any period not to exceed 30 days for any infraction of its rules and regulations, (b) impose fines upon the Owner, as such fines as may be provided for in the Bylaws and rules of the Association, or may do both. Any such fines shall be secured by a lien on the Lot and all improvements thereon as provided in Section 8.2, and may be collected by enforcement of such lien as provided by law. Nothing in this section, however, shall give the Association the right to deprive any Owner of access to and from his Lot.

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

(a) Impose reasonable fines against such Owner in a manner and amount deemed appropriate in relation to the violation, which fines shall be secured by the lien provided in Section 8.2;

(b) Enter the offending Lot and remove the cause of such violation, or alter, repair, or change the item which is in violation of these Covenants in such a manner as to make it conform thereto, in which case the Board of Directors may assess such Owner for the entire cost of the work done; and

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

9.3 Default in Payment of Assessments; Enforcement of Lien. If an assessment or other charge levied under these Covenants is not paid within 30 days of its due date, such assessment or charge shall become delinquent and shall bear interest at the rate set forth below. The president or secretary of the Association shall file in the office of the appropriate official of Snohomish County a notice of lien stating the amount of the delinquent assessments, together with interest, expenses and attorneys' fees as provided in Section 9.6 below, and upon payment in full thereof shall execute and file a proper release of such lien. Such sum, together with any unpaid assessments and charges thereafter accruing, shall constitute a lien upon such Lot from the date of delinquency until the date the lien is released, and the Association may enforce such lien in the manner provided by law with respect to any lien on real property. In addition, the Board of Directors of the Association may bring an action at law to enforce payment of a delinquent assessment or charge against the Owner personally obligated to pay the same, his heirs, devisees, personal representatives

