

**NO EXCISE TAX
REQUIRED**

FEB 21 2018

KIRKE SIEVERS, Snohomish County Treasurer

By KIRKE SIEVERS

Lozier at Creekside, LLC
ATTN: Gary Sanford
1300 114th Ave SE Ste 100
Bellevue, WA 98004



Return Address: Lozier at Creekside, LLC
Attn: Gary Sanford
1300 - 114th Avenue SE Suite 100
Bellevue, WA 98004

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AUDITOR/RECORDER'S INDEXING FORM

Document Title(s): 1. Declaration of Building Covenants, Conditions, Restrictions and Easements
Reference Number(s) of Documents assigned or released: _____
Grantor(s): 1. Lozier at Creekside, LLC <input type="checkbox"/> Additional names on page _____ of document.
Grantee(s): 1. Lozier at Creekside, LLC <input type="checkbox"/> Additional names on page _____ of document.
Legal Description: Lots 1, 2 and 3 CREEKSIDE URBAN CENTER, ACCORDING TO THE PLAT THEREOF (abbreviated) RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO. 201801245005, RECORDS OF SNOHOMISH COUNTY, WASHINGTON <input type="checkbox"/> Additional legal is on page _____ of document.
Assessor's Property Tax Lot/Account Number: <u>280530-003-031-00; 280530-003-032-00; 280530-003-025-00;</u> <u>280530-003-033-00; 280530-003-026-00; 280530-003-027-00</u>

**DECLARATION OF BUILDING COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS**

Lozier at Creekside, LLC, a Washington limited liability company ("Declarant"), is the owner of certain real property in Snohomish County, Washington, legally described as:

Lots 1, 2 and 3 CREEKSIDE URBAN CENTER, ACCORDING TO THE PLAT THEREOF RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO. 201801245005, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

The owners of **Lots 1, 2 and 3** are hereinafter referred to as "Owner" or "Owners" or "Lot Owner" or "Lot Owners." The **three (3)** Lots are referred to collectively as the "Lots".

Lozier at Creekside, LLC, as Declarant, and in furtherance of protecting the economic value, desirability of ownership, and architectural uniformity of the Lots, hereby declares that the above-described Lots are hereinafter subject to the terms, conditions and provisions of this Declaration of Covenants, Conditions, Restrictions and Easements ("Declaration").

A. EFFECT OF DECLARATION

The Lots shall be held, sold and conveyed subject to the provisions, covenants, restrictions and easements contained in this Declaration. The provision of this Declaration shall run with the land and be binding upon all parties having any right, title or interest in the Lots or any part thereof and shall benefit all persons who are or become owners of the Lots.

B. EASEMENTS

1. Easements on Plat. The Owners of the Lots are subject to all applicable easements identified on the Plat of Creekside Urban Center, recorded under Snohomish County Auditor's Recording No. **201801245005** ("Plat").

2. Easements on Master Declaration. The Owners of the Lots are subject to all applicable easements identified in the Declaration of Covenants, Conditions and Restrictions for Creekside, recorded on January 24, 2018 under Snohomish County Recording No. **201801240056** as amended by First Amendment, recorded on January 31, 2018 under Snohomish County Recording No. **201801310195**; collectively ("Master Declaration").

C. MAINTENANCE AND REPAIR OF ROOF AREAS

1. Exclusive Roof Areas. Each Lot Owner shall be responsible to care for, maintain, reroof, repair and replace the roofs, roofing materials, roof overhangs and structures which are located exclusively on his or her Lot. The Owners shall use the same materials or materials similar in type, quality and color to the original roof installed on the building unless otherwise approved by the Architectural Control Committee in accordance with the applicable provisions of the Master Declaration.

2. Shared Roof Areas.

(a) The Lot Owners shall be jointly responsible to care for, maintain, reroof, repair and replace any roofs, roofing materials, or roof overhangs which are not located exclusively on one Lot, including but not limited to the composition roofing and the gable roof bisected by the boundary line between the Lots ("Shared Roof Areas"). The Owners shall use the same materials or materials similar in type, quality and color to the original roof installed on the building unless otherwise approved by the Architectural Control Committee in accordance with the applicable provisions of the Master Declaration.

(b) The cost for maintaining, repairing, and replacing the Shared Roof Areas shall be shared equally by all of the Lot Owners. Any Owner who does not pay his or her portion of the expenses shall be subject to the right of the other Owner to create and enforce a lien on the nonpaying Owner for the nonpayment of such expenses.

(c) Notwithstanding the foregoing, should any of the Shared Roof Areas be damaged or destroyed by any act or omission of a Lot Owner, whether intentional or unintentional, the Shared Roof Area shall be repaired or rebuilt at that Lot Owner's expense. Any Lot Owner who engages in repair work as described in this section shall have the right to enter onto the Lot of the adjoining owner to the extent that it may be reasonably necessary in connection with repair work. When entering onto the Lot of the adjoining Owner, the Lot Owner shall take and observe due precaution and care to protect the property of the adjoining Owner.

D. UNIFORM APPEARANCE / MAINTENANCE & PAINTING

The intent of these Declarations is to require a uniform exterior appearance among the **three (3)** homes located on the Lots. Accordingly, no building on the Lots may be altered in such a manner which would materially change the uniform appearance existing at the time of the initial construction of the buildings, unless approved by the Architectural Control Committee in accordance with applicable provisions of the Master Declaration. The Lots Owners shall maintain the home located on his or her respective Lot in good condition, and in accordance with the community-wide standards of Creekside, as such standards may be set forth and amended from time to time by the Community Organization.

Without limiting the foregoing, each building located on the Lots shall be painted on or before each and every seven (7) year period, commencing on the recording date of this Declaration and continuing every seven (7) years thereafter unless the Lot Owners of the building unanimously agree otherwise. The purpose of this repainting requirement is to maintain the uniform appearance of the building containing the **three (3)** homes and preserve their value. In accordance with Article B, Section 9 of the Master Declaration, any changes to the exterior color(s) of the building must be approved by the Architectural Control Committee. The Lot Owners must unanimously agree to any color changes. Unless the Lot Owners unanimously agree otherwise, painting shall be performed by a licensed and bonded painting contractor. The cost of painting is to be shared equally between the Lot Owners, except in the case of painting which is required or necessary as the result of the negligence or misconduct of one Lot Owner, (and not the result of normal wear and term associated with aging and weathering), in which case the cost of the painting shall be borne by the Lot Owner who committed the negligence or misconduct. Any Owner who does not pay his or her required portion of the expenses shall be subject to the right of the other Owner to create and enforce a lien on the nonpaying Owner(s) for the nonpayment of such expenses.

E. ARBITRATION

In the event of any dispute, controversy, or claim related to or arising out of this Declaration, including any questions regarding its existence, enforceability, interpretation or validity, the Lot Owners agree to meet and confer in good faith to attempt to resolve the controversy or dispute without an adversary proceeding. If the Lot Owners are unable to resolve the controversy or dispute to the mutual satisfaction of the Lot Owners within five (5) business days of notice of the controversy or dispute, either party, upon written notice to the other, may submit such dispute, controversy or claim to binding arbitration with Judicial Dispute Resolution (JDR), Seattle, Washington, or as otherwise agreed between the Lot Owners. The place of arbitration shall be in Snohomish County, Washington, and the JDR fees and expenses for the arbitration shall be borne equally by the Lot Owners.

The Lot Owners consent to the jurisdiction of the Superior Court of the State of Washington, Snohomish County, and the United States District Court for the Western District of Washington, for all purposes in connection with this Declaration. The decision of the arbitrator shall be binding and may be confirmed and enforced in any court having proper jurisdiction. The provisions of this paragraph shall survive the expiration or termination of this Declaration. Notwithstanding the foregoing, nothing herein shall prohibit or restrict either party from seeking injunctive or other equitable relief in a court having proper jurisdiction.

F. TERMINATION

The provisions of this Declaration are valid and binding for a period of fifty (50) years from the date of recording this Declaration in the office of the Snohomish County Auditor, at which time said provisions shall be automatically extended for successive periods of ten (10) years each unless all of the Lot Owners, by an instrument or instruments in writing, duly signed and acknowledged by them, unanimously terminate said provisions insofar as they pertain to the Lots, and termination shall become effective upon the filing of such instrument of record in the office of the Snohomish County Auditor.

H. AMENDMENT

This Declaration can be amended only by a unanimous vote of the Lot Owners, which amendment shall be recorded in the office of the Snohomish County Auditor. For purposes of voting, each Lot shall be entitled to one vote and no split voting among multiple owners of one Lot shall be permitted.

F. GENERAL

1. Waiver. Failure of the Declarant or any Owner to enforce any covenant, restriction or exercise any rights herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Attorney Fees. In any action to enforce or interpret this Declaration, including arbitration, the prevailing party is entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

3. Severability. The invalidation of any one of the provisions contained in this Declaration by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

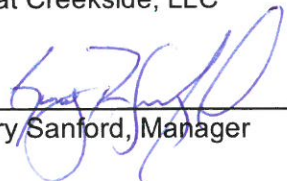
4. Governing Law. The validity of this Agreement, the interpretation of the rights and duties of the Lot Owners hereunder and the construction of the terms hereof shall be governed in accordance with the internal laws of the State of Washington.

5. Final Agreement. This Declaration is the final agreement between the Lot Owners pertaining to the matters contained herein, and there are no other agreements, written or oral, express or implied, between the Lot Owners. In the event of any conflict between this Declaration and the Master Declaration or the Plat, this Declaration shall control.

Dated this 21st day of February, 2018.

DECLARANT:

Lozier at Creekside, LLC

By:  2/21/18
Gary Sanford, Manager

