

COPY

WHEN RECORDED RETURN TO:  
Gary Sanford  
Lozier at Creekside, LLC  
1300 114th Avenue S.E., Suite 100  
Bellevue, WA 98004

Title:	First Amendment to Declaration of Covenants, Conditions and Restrictions for Creekside
Grantor:	Lozier at Creekside, LLC, a Washington limited liability company
Grantee:	Creekside Homeowners Association
Legal Description:	Lots 1 through 78, Creekside Urban Center, recorded under AFN <u>201801245005</u> .
Tax Parcel ID#s:	28530-003-031-00; 28530-003-032-00; 28530-003-025-00; 28530-003-033-00; 28530-003-026-00; 28530-003-027-00;

**First Amendment to  
Declaration of Covenants, Conditions and Restrictions for Creekside**

WHEREAS, LOZIER AT CREEKSIDE, LLC (herein referred to as Declarant), is the owner of certain real property in Snohomish County, Washington, included in the property platted as Lots 1 through 78, Creekside Urban Center (hereinafter: Creekside U.C.) recorded under Recording Number 201801245005; Records of Snohomish County, Washington, and

WHEREAS a **Declaration of Covenants, Conditions and Restrictions for Creekside** (hereafter referred to as Declaration) was recorded under Recording Number **201801240056**; Records of Snohomish County, Washington, and

WHEREAS the Declarant desires to modify said Declaration as detailed below.

1. Article A, Section 1, item 3. Shall be replaced with the following:

3. The words "Common Maintenance Areas" shall mean and refer to all real property in the Plat that is owned by the Association, or that is designated by Declarant for future ownership by the Association on a final plat or other recorded document, including certain open space areas and improvements thereon, any areas or facilities that the Association is charged with maintaining or monitoring, as well as areas on individual lots as defined in Article D, Section 2 and Article E, Section 1(b) hereof. Common Maintenance Areas include:

- (a) Landscaped areas, hardscapes and walkways in the right of ways and Tracts which are owned and/or maintained by the Association and any associated irrigation systems.
- (b) Landscaped areas on individually owned lots (as described in Article D, Section 2 and Article E, Section 1(b)) and any associated irrigation systems unless altered by the Owner.
- (c) Any retaining walls located in Tracts owned by the Association.
- (d) Any recreational facilities located in Tracts owned by the Association.
- (e) Any fencing installed by the Declarant as a plat amenity.
- (f) Any fencing, landscaping and irrigation installed by the Declarant along the boundary of the Critical Area Protection Areas.
- (g) The permanent critical area signage, if any, placed on the fencing of Critical Area Protection Area Tracts.
- (h) Any entry monumetation and/or signage in Tract 999.
- (i) Sidewalks, curbs, and private roads (Tracts 991 and 998) and drainage facilities within the private roads.
- (j) Storm Drainage facilities in Tracts 990, 994, 995 and 996.
- (k) All properties and facilities referenced in the terms and conditions of the Drainage Facility Maintenance Covenant on the face of the Plat.
- (l) Operating, maintaining, repairing and restoring the condition of the Critical Area Protection Area Easement if any unauthorized disturbance occurs.
- (m) Any Private Utility Easements on the Plat.
- (n) Illumination facilities within the Plat.
- (o) Mailbox structures.
- (p) For reference, the Association owns the following Tracts:
  - i. Tract 987 – Open Space
  - ii. Tract 988 – Open Space
  - iii. Tract 989 – Open Space
  - iv. Tract 990 – Open Space/Storm Drainage
  - v. Tract 991 – Drive Aisle
  - vi. Tract 992 – Open Space/Critical Area Protection Area
  - vii. Tract 993 – Open Space
  - viii. Tract 994 - Open Space/ Critical Area Protection Area /Storm Drainage
  - ix. Tract 995 - Open Space/ Critical Area Protection Area /Storm Drainage
  - x. Tract 996 – Open Space/Storm Drainage
  - xi. Tract 997 - Open Space
  - xii. Tract 998 – Drive Aisle
  - xiii. Tract 999 – Open Space

2. Article D, Section 2 shall be replaced with the following:

Section 2. Landscape and Fence Maintenance. Yard areas shall be maintained by the Homeowners Association as described under Article E, Section 1(b) below. (Landscaped maintenance on Lots and the Public Right of Way extends to the back of the curb.) For areas not maintained by the Homeowners Association under Article E, Section 1(b), the owners of each Lot shall maintain the landscaping on the Lot in a neat, healthy and presentable condition at all times and shall not permit the Lot to become overgrown or allow weeds and other noxious plants to proliferate on the Lot. A program of regular scheduled maintenance of these areas which includes watering, fertilizing, cutting and trimming of grass areas and plantings, removing dead plants, trees and bushes is considered the responsibility of the homeowner. In accordance with Article E, Section 2, the Homeowners Association shall be responsible for maintaining, repairing and replacing fencing installed by the Declarant as a plat amenity along the property lines of Tracts. Other than the aforementioned fences, the owners of each Lot shall maintain any fence located on its Lot by keeping it in good repair. After giving reasonable notice, as defined by the Board of Directors, to the owner of the Lot, the Homeowners Association has the authority to remedy, at the Lot owner's expense, any violations of this Section 2. The Homeowners Association reserves the right to enter adjoining tracts that abut lots in order to perform maintenance deemed necessary for public health and safety.

3. Article E, Sections 1 and 2 shall be replaced with the following:

Section 1. Easements.

(a) Construction, Utility and Drainage Easements. Easements for the construction, five (5) feet in width, repair, replacement, reconstruction, and maintenance of utilities and drainage facilities for the benefit of the Association are hereby created and established over, across, and under the portion of each Lot abutting a street or drive aisle, **excluding any portion within a building envelope**. Easements for the construction, repair, reconstruction and maintenance of drainage facilities are hereby created and established over, across, and under a five (5) foot wide strip along each side of interior lot lines (where applicable) and over the rear ten (10) feet of each lot, **excluding any portion within a building envelope**. In the event lot lines are adjusted after the recording of the plat, the easements shall move with the adjusted lot lines. No structure (other than rockeries, retaining walls, decks, patios and walkways installed with original home construction and fencing approved by the Committee), planting or other material which may damage or interfere with the installation and maintenance of utilities or facilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through the drainage channels in the easements, shall be placed or permitted to remain within any of these easements. The portion of these easements on each Lot shall be maintained by the owner of the Lot, except for those improvements within the easements the maintenance for which a public authority, utility company, or the Homeowners Association is responsible.

(b) Landscape Easement. Landscape easements are hereby created and established over, across and under the portion of each Lot abutting a street or drive aisle, **excluding any portion within a building envelope** to provide access for areas of landscape maintenance that are provided for by the Homeowners Association. The areas included in the scope maintenance vary by plan and building design as well as location in the community. The purpose of this landscape easement is to allow for the Homeowners Association to maintain the landscaping within the Subdivision. Maintenance shall include but is not limited to irrigation, fertilization, weeding, pruning, mowing, edging, and general upkeep in accordance with sound gardening principles. Lot owners may not remove any existing landscape planting in these areas. Lot owners may, with the Committee approval, add additional plantings in these areas.

(c) Easements for Eaves, Overhangs, Siding and Porches. Easements for eaves, overhangs, siding and porches installed with the original home construction and related construction, repair, reconstruction and maintenance are hereby created and established over,

across and under a five (5) foot wide strip along each Common Maintenance Area that abuts a lot line (where applicable). The rights and obligations of Owners shall not be altered in any way by said encroachments. In the event a Lot or Common Maintenance Area is partially or totally destroyed, and then repaired or rebuilt as originally designed, the Owners agree that minor encroachments over adjoining Common Maintenance Areas shall be permitted. The foregoing encroachments shall not be construed to be encumbrances affecting the marketability of title to any Lot.

Section 2. Maintenance of Facilities and/or Common Maintenance Areas. The Homeowners Association shall be responsible for maintaining, repairing and replacing the Common Maintenance Areas as defined in Article A, Section 1, item 3. hereof. Per the conditions of approval of Creekside U.C.; **this Covenant requires maintenance of the Tracts consistent with County Code, which restricts use of the Tracts to that specified in the approved preliminary plat, and that requires compliance with those County regulations and conditions of final subdivision approval specified on the plat. Said Covenant shall be binding upon and inure to the benefit of the Association, the Owners of all Lots within the subdivision and all others having any interest in the Tracts and Lots (SCC 30.41A675).**

EXECUTED this 30 day of January 2018.

LOZIER AT CREEKSIDE, LLC

By   
Gary R. Sanford, Manager

STATE OF WASHINGTON  
COUNTY OF SNOHOMISH

I certify that I know or have satisfactory evidence that GARY R. SANFORD signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of LOZIER AT CREEKSIDE, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 1.30, 2018.

  
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Notary Public  
My appointment expires:

