



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

Title:	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;

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 desires to establish a plan of private subdivision for all such properties within the plat of Creekside U.C.;

In order to provide for land use restrictions as a part of such plans for the aforementioned properties, Declarant does hereby declare and establish the following restrictions, covenants and easements appurtenant:

ARTICLE A
Definitions

Section 1. Definitions. As used herein, whether capitalized or not:

1. The words "Homeowners Association" and "Association" shall refer to the Creekside Homeowners Association, a Washington nonprofit corporation, formed for the purpose of ownership of certain real property common areas and enforcing these covenants and providing other things that may benefit its members.

2. The word "Committee" is defined as the Architectural Control Committee as provided in Article C.

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 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 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

4. The word "Declarant" shall mean and refer to Lozier at Creekside, LLC. "Declarant" shall also mean any assignee, provided said assignee is also a successor in title to all of the unimproved lots or undeveloped portions of the Plat of Creekside U.C. and, provided further a certificate, signed by Declarant, has been recorded in the County in which the Plat of Creekside U.C. is located, stating that said assignee assumes the rights and duties of Declarant.

5. The words "Development Period" shall mean that period of time beginning on the date this Declaration is recorded in the records of Snohomish County and ending on the earliest to occur of (i) 90 days after 100% of the lots subject to this declaration have had single family attached residences constructed thereon by either the Declarant or Participating Builder and have been sold as residences; (ii) December 31, 2027; or (iii) the date upon which a Supplementary Declaration is recorded by Declarant terminating the Development Period.

6. The words "Director" or "Directors" shall mean and refer to the Initial Directors and the Directors as defined in the Articles of Incorporation of the Association.

7. The words "Governing Documents" shall mean and refer to this Declaration, any Supplementary Declarations subsequently filed, the Articles of Incorporation and the Bylaws of the Association.

8. The word "Lot" shall refer to a lot as shown on any Plat as defined hereby but shall not include a parcel designated a "Tract" or "Parcel" on a Plat.

9. The word "Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to a Lot, excluding, however, any person holding such interest merely as security for the payment or satisfaction of an obligation. The Declarant and any Participating Builder(s) are Owners under this definition.

10. The words "Participating Builder" shall mean a builder who has purchased an unimproved Lot or Lots in the Plat of Creekside U.C. for the purposes of building residences on such Lot or Lots and offering such residence(s) for sale.

11. The word "Plat" shall refer to the Plat of Creekside U.C. recorded under Recording Number 201801245005; Records of Snohomish County, Washington.

12. The words "Protected Areas" shall refer to any Critical Area Protection Areas ("CAPA") any other areas recorded on the plat as environmentally protected areas, wetlands, streams, and open spaces.

13. The words "Subdivision" and "Creekside Development" shall refer to the real property included within the Plat.

ARTICLE B
Building and Land Use Restrictions

Section 1. Improvements. No dwelling, residence, outbuilding, fence, landscaping, wall, building, pool, sport court or other structure or other improvement shall be erected, altered, placed or maintained on any Lot unless it shall comply with the following:

(a) Prior to placing any such structure or making such improvement on the Lot, the plans and specifications for the structure or improvement and a request for approval shall be submitted to and approved by the Committee as provided in Article C. When constructed or placed on the Lot, the structure or improvement shall substantially conform to the plans and specifications approved by the Committee.

(b) Prior to making any change or alteration to the external appearance of any existing improvements on a Lot, plans and specifications for the alteration and change shall be submitted to and approved by the Committee as provided in Article C. The improvements and any alteration shall substantially conform to the plans and specifications as approved by the Committee.

(c) Once started, the work of constructing, altering, repairing, or reconstructing any structure or improvement on a Lot shall be diligently prosecuted until completion thereof and in any event the exterior of the structure shall be completed and finished within six (6) months after the work first commences unless the work relates to the initial home construction.

(d) All buildings and improvements on a Lot shall be of permanent construction, and no temporary structure, trailer, mobile home, tent, garage, outbuilding or other similar device shall be placed on any Lot, except with the permission of the Committee. This provision shall not apply to the Declarant during the Development Period.

(e) Lots shall be used solely for residential purposes and related facilities normally incidental to a residential community except as allowed by Section 5 below. No building shall be erected, altered, placed or permitted to remain on any Lot except for one (1) single family attached dwelling and permitted accessory building.

(f) Accessory buildings which are appurtenant to the use of an existing permanent residential building shall be submitted to and approved by the Committee as provided in Article C.

(g) All structures and improvements shall comply with the provisions of applicable building and zoning codes, as amended from time to time, relating to site improvements, setback requirements, drainage easements and other easements or buffers; provided that nothing herein shall require removal, because of change in the Codes, of a building or portion thereof which was originally placed in conformity with such Codes.

(h) No fence or wall shall be permitted on a Lot except that nothing shall prevent the erection of (i) a retaining wall necessary for the retention of soil and part of an approved construction plan, but such walls shall only be as tall as necessary to retain soils, (ii) fences installed by the Declarant, and (iii) rear yard fences if such fences have been approved by the Committee as to appearance prior to installation. At no time shall any fence, wall, hedge, or mass planting functioning as a hedge, where permitted, extend higher than six (6) feet above the ground without the approval of the Committee. Fences shall be strictly in compliance with design guidelines established by the Committee, which standards may provide for limited acceptable styles, materials, and/or specifications. All fences shall be of approved designs and color as established by the Committee.

(i) No lines or wires for the transmission of electric current or of television, radio or telephone signals shall be constructed, placed or permitted to be placed outside of the buildings of a Lot, unless the lines and wires shall be underground or in conduit attached to a building.

(j) No exterior aerials, antennas, microwave receivers or satellite dishes for television or other purposes shall be permitted on any lot except for satellite dishes up to 24" in diameter that may be installed on the sides or the rear of the home. Installation of such satellite dishes shall be subject to the approval of the Committee. When mounted on the side of the home, they should be placed on the rear third of the house as close to the roof overhang as possible. Rear mounted satellite dishes should be mounted near the corner of the home as close to the roof overhang as possible. No satellite dishes may be mounted on the front of the home. If reception requires a mounting location other than those specified above, a site review by the Committee is required prior to approval. Solar panels shall be allowed as provided for in state law; the Committee may regulate location and require screening to the extent allowed under state law.

(k) Seasonal decorative lights are allowed on the homes and landscaping improvements from October 15th through January 10th only unless otherwise approved in writing by the Committee.

Section 2. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot except that usual household pets such as dogs, cats and small birds may be kept, provided that they are not kept, bred or maintained for commercial purposes, and that they do not unreasonably interfere with the use and enjoyment of any part of the Subdivision. No domestic pet may be kept if it is a source of annoyance or a nuisance. The Committee shall have the authority to determine whether a particular pet is a nuisance or a source of annoyance, and such determination shall be final and conclusive. Dogs shall not be allowed to run at large.

Section 3. Signs. No sign of any kind shall be displayed to the public view on any Lot except (1) entry signs identifying the neighborhood, (2) one sign of not more than five (5) square feet advertising the property for sale or rent, (3) political signs consistent with state law and City or County ordinance, and (4) signs used by the Declarant or Participating Builder of a residence on the Lot to advertise the property and identify the Declarant or Participating Builder during the construction and sales period of the residence. Participating Builder and Declarant signs may include project marketing signs, directional signs and model home signs. During the Development Period, Declarant shall review and approve all Participating Builder signs prior to posting. Political signs may not be displayed more than sixty (60) days before an election and must be removed within seven (7) days following the election date. Political signs may not be placed on Tracts or Right of Way owned or maintained by the Homeowners Association. This Section shall not be applicable to the flag of the United States of America where such display is consistent with state and federal laws.

Section 4. Nuisances. No lot shall be used or maintained as a dumping ground for rubbish; and trash, garbage, or other waste shall not be kept except for in sanitary containers or composting areas. Equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and out of sight. All animal waste must be removed from lots, Tracts and rights of way by the animal's owners or the Lot owner. All animal pens and enclosures shall be kept clean and odor free at all times. Nothing shall be done on a lot which may become a nuisance to the neighborhood.

Section 5. Businesses. No trade, craft, business, profession, manufacturing, commercial enterprise or commercial activity of any kind which shall interfere with the quiet and peaceful use and enjoyment of any part of the Subdivision shall be conducted or carried on upon any Lot or within any building located within the Subdivision. The evidence of said interference shall be either visible from the street or adjacent Lots, shall increase the noise level in the surrounding area, or shall increase traffic or decrease available parking to other than usual residential volumes. This Section shall not operate to limit operation of an adult family home if permitted under state law and City or County ordinance; however, improvements constructed for such operation may be reviewed by the Committee and must comply with this Declaration. All permitted businesses must comply with any applicable City or County ordinances.

Section 6. Storage and Parking. No goods, materials, supplies or equipment, and no boats, trucks, motorcycles, busses, motor homes, campers, trailers, or vehicles of any description, shall be kept, stored, dismantled, or repaired in the street, driveway, or within view from the street in the Subdivision. There shall be no parking of passenger vehicles on the driveways and garage aprons. Garage parking spaces shall mean the number of parking spaces within a garage attached to a residence. All passenger vehicles, which are defined as passenger automobiles, non-commercial vans and trucks, motorcycles, and similar type vehicle, used regularly and primarily as transportation for the occupants of the Lot, shall be parked within a garage parking space. During the Development Period, the Declarant and any Participating Builder may store equipment and building materials and maintain temporary trash storage sites within the Subdivision. Designated guest parking is for guests only.

Section 7. Firearms and Related Activity. No firearms, whether for hunting or target practice, shall be discharged in the Subdivision.

Section 8. View Protection and Tree Protection. Trees located in **Common Areas** and Right of Ways shall not be trimmed or removed except in accordance with the permitting requirements of the local jurisdiction. No trees or shrubs on a Lot shall be allowed to grow to a size that noticeably and unreasonably interferes with a view of significance from another residence. The Committee shall be the sole judge in deciding whether the view is of significance and whether there has been unreasonable interference with the view. Should the Committee determine that there is an unreasonable interference, it shall notify the Member of such tree or shrub in writing, specifying the nature of the interference, what should be done to eliminate the interference, and the time in which such action should be taken.

Section 9. Exterior Colors. Any changes to the exterior color of any improvement located on a Lot must be approved by the Committee prior to the commencement of the painting or construction of the improvement.

Section 10. Gardens, Play Equipment, Sport Courts, Pools and Spas. Any vegetable garden, hammock, statuary, play equipment, sports equipment, sport courts, pool or spa which has received the approval of the Committee and is to be erected on any Lot may only be located between the rear residence line and the rear Lot line or the rear yard side of a fence, if a fence has been constructed. No permanent and/or portable basketball standards or other play equipment may be situated in any private or public right-of-way. No basketball backboard may be attached to the residence. Portable basketball standards need not be submitted for approval but must be properly stored on the rear side of the residence or in the garage and may not be stored in the front or sides of the residence or anywhere which allows the standard to be visible from the street. Any violation of these restrictions may result in the removal of such device. The Committee may require visual screening of play equipment, sports equipment, sport courts, pool and spas. Considerations for approval shall include, but not be limited to, the visual and audio intrusion such facility and associated activities would have on surrounding residences.

Section 11. Construction and Sale Period. For the duration of the Development Period nothing in this Section B shall be construed to prevent the Declarant or any Participating Builder from the normal and reasonable conduct of their operations in constructing and selling the homes to be built. Nor shall this Section 11 be construed to give the Declarant or Participating Builder the right to conduct their operations in a manner that is unreasonably intrusive in the context of the intentions set forth in these covenants. In the event of disagreement, the Architectural Control Committee shall make the final determination.

ARTICLE C Architectural Control

Section 1. Architectural Control Committee. The Architectural Control Committee (the "Committee") shall be appointed and organized in the manner described in the Association's Articles of Incorporation and Bylaws. The address of the Committee shall be the registered office of the Homeowners Association.

Section 2. Submission of Plans. Prior to construction of a residence or any modification or addition to an existing structure, all plans and specifications or information required to be submitted to the Committee for approvals shall be submitted together with an **Architectural Committee Application Form** in person or by mail to the address of the Committee. The submission shall include scale drawings referencing the information described in the submission. Submittals must be in writing, shall contain a written request for approval and the name and address of the person submitting the same and the Lot involved, and shall set forth the following with respect to a proposed structure: The location of the structure or improvement upon the Lot, the elevation of the structure with reference to the existing and finished lot grade, the general design, the interior layout, the exterior finish materials and color including roof materials, the landscape plan, and such other information as may be required to determine whether such structure conforms with these restrictions. The Committee shall issue a written receipt documenting submission of said plans and specifications. The Committee may require applicants to notify adjacent property owners of their request for approval.

Section 3. Standards. The Committee shall have the authority to determine and establish standards involving aesthetic considerations of harmony of construction and color which it determines to be in the best interest of providing for attractive development of the Subdivision, which authority shall include but not be limited to determining the height, configuration, design and appearance of the dwelling and fences, walls, outbuildings, pools, and other structures and improvements appurtenant to the use of the dwelling. Such determinations may be amended and shall be binding on all persons.

Section 4. Approval or Disapproval. Within 30 days after the receipt of plans and specifications or information with a request for approval submitted under this Article, the Committee shall by majority vote approve or disapprove the request based upon standards adopted pursuant to this Article. The Committee may disapprove any request which in its opinion does not conform to the Protective Covenants or the standards adopted pursuant to this Article. Approval or disapproval of a request shall be made upon one of the copies thereof and returned to the address shown on the request. In all circumstances, each Owner is responsible to ensure that all plans and specifications are nevertheless in compliance with all the restrictions contained in these Protective Covenants. If the plans and specifications submitted are incomplete and the Committee requests additional information in order to approve or disapprove said request, the thirty (30) day period shall be counted from the date of complete information being delivered to the Committee. If the Committee fails to approve, disapprove or request additional information regarding submitted plans and specifications within 30 days after the plans and specifications have been submitted, the Owner may submit the application directly to the Association's Board of Directors for review and approval or disapproval.

Section 5. Advisors. The Committee may appoint advisors or advisory committees from time to time to advise on matters pertaining to the Subdivision.

Section 6. Variations. The Committee shall have the authority to approve, in writing only, plans and specifications which do not conform to these restrictions in order to overcome practical difficulties or prevent hardships in the application of these restrictions; provided that such variations so approved (a) must be specifically described or depicted in writing, (b) shall not be materially injurious to the improvements of other Lots, and (c) shall not constitute a waiver of the restrictions herein contained but shall be in furtherance of the purposes and intent of these restrictions.

Section 7. Responsibilities. Owners shall be responsible for informing contractors, agents and others working on the Lot of the standards and conditions of all approvals issued by the Committee and shall be responsible for correcting any and all violations of those standards and conditions. No member of the Committee or person acting for it shall be responsible for any defect in any plan or specification submitted or approved, or for any defect in any work done according to such plans and specifications.

Section 8. Release. Plans and specifications are not reviewed by the Committee for engineering, structural design or quality of materials, and by approving such plans and specifications neither the Committee, the members thereof, nor the Association assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Association, the Committee, the Board, nor the Officers, Directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every Owner agrees that such person or Owner will not bring any action or suit against Declarant, the Association, the Committee, the Board, or the Officers, Directors, members, employees, and agents of any of them to recover any damages and hereby releases, remises, quitclaims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any negligence, or nonfeasance and hereby expressly waives the provisions of any law which provides that a general release does not extend the claims, demands, and causes of action not known at the time the release is given.

Section 9. Indemnification. To the fullest extent allowed by applicable Washington law, the Association shall indemnify and hold the Committee members harmless against any and all expenses including without limitation, attorneys' fees, imposed upon or reasonably incurred by any Committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding) to which such Committee member may be a party by reason of being or having been a Committee member. The Committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own willful misfeasance, willful malfeasance, willful misconduct or bad faith. The Committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Committee, and the owners shall indemnify and forever hold each such Committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Committee member may be entitled.

Section 10. Application of Architectural Controls. For the duration of the Development Period nothing in this Section C shall be construed to prevent the Declarant or any Participating Builder from the normal and reasonable conduct of their operations in constructing and selling the homes to be built. The Declarant and Participating Builders agree to the Architectural Standards established by the Architectural Control Committee as set forth in Section 3 of this Article C. As pertains to any disagreement regarding the interpretation of the Architectural Standards, the Architectural Control Committee shall make the final determination.

ARTICLE D

Landscaping, Fence and Home Maintenance

Section 1. Initial Landscape Improvements. Prior to occupancy of any residential building on a Lot, the front and rear yards of the Lot shall have landscape improvements installed; provided that if weather conditions or ground conditions due to weather are such that it is not reasonable to install said improvements on the Lot within the time provided, the time for completion shall be extended for a period of thirty (30) days after weather conditions and ground conditions due to weather are reasonable for installing landscape improvements. Any dispute over the time when weather or ground conditions due to weather are reasonable for installation may be determined by the Committee which determination shall be binding upon all interested parties.

Section 2. Landscape and Fence Maintenance. (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, 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. Other than the fences maintained by the Homeowners Association, 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.

Section 3. Home Maintenance.

(a) All Lots and homes, including any associated improvements, shall be maintained in a clean and attractive manner consistent with the overall appearance and quality of the community. All homes and other improvements shall be painted and otherwise maintained in the same colors and with the same exterior finishes as the original construction unless otherwise approved in writing by the Architectural Control Committee. The obligations established by this Section shall include an obligation to keep all exterior areas of Lots clear of debris, stored items and unsightly accumulations of materials of any kind which detract from the general appearance of the community. The Architectural Control Committee shall be responsible for determining whether any individual Lot or home is being maintained in compliance with the standards in this Section.

(b) All of the homes on the Lots share certain physical improvements with an adjoining home, including but not limited to shared roofs, exterior walls and other features. The following rules regarding maintenance and repair shall apply to such homes.

- (1) Each Lot Owner shall be solely responsible for maintenance and repair of all building components which are not shared with the adjoining lot. This shall include minor repairs to roof or siding that can be accomplished without involving the other party.
- (2) Both Lot Owners shall be jointly responsible for maintenance and repair of all shared building components, provided:
 - (i) If maintenance or repair is required as the result of the negligence or intentional misconduct of an Owner, their guests, invitees or other agents, that Owner shall be responsible for all associated costs of maintenance and repair.
 - (ii) If one Owner believes that maintenance and repair, other than minor touchup painting and the like, is required or prudent, that Owner shall contact the adjoining Owner and seek that Owner's mutual consent to the proposed work.

(c) The Association may adopt Rules and Regulations regarding repainting schedules for routine maintenance and all other aspects of the repair and maintenance of all homes in the community, including components which are the responsibility of individual Owners.

**ARTICLE E
Easements and Open Space**

Section 1. Not Used

Section 2. Not Used

Section 3. Access Easements. The Association and its agents shall have an easement for access to each Lot and to the exterior of any building located thereon during reasonable hours as may be necessary for the purposes stated below. Owners hereby grant to the Association, the Board, and the Declarant, and their individual agents, an express access easement for purposes of going upon the Lots of Owners for the following purposes:

- (a) The maintenance, repair, replacements, or improvement of any Common Maintenance Area accessible from that Lot;
- (b) Emergency repairs necessary to prevent damage to the Common Maintenance Areas or to another Lot or the improvements thereon;
- (c) Cleaning, maintenance, repair, or restoration work which the Owner is required to do but has failed or refused to do; and

- (d) The removal of vehicles, goods, equipment, devices or other objects which are parked or stored in violation of the terms of this Declaration.

Except in an emergency where advanced notice is not possible, these easements shall be exercised only after reasonable notice to the Lot Owner.

Section 4. Right of Entry. The Homeowners Association reserves the right to enter upon each Lot for the purposes of inspection and the performance of maintenance of the facilities listed in this Article E.

Section 5. Protected Areas. The Association, Owners, and their guests, agents, contractors, and employees are strictly prohibited from using any Protected Area in the Plat in a manner contrary to the local jurisdiction's rules and regulations, including dumping, erecting structures, constructing landscape features, cutting or removing vegetation, using pesticides, and/or planting any vegetation without authorization. Owners shall not fence off or otherwise exercise any dominion or control over any Protected Area.

Section 6. Damage Caused by Owner. In the event that the Association determines that the need for maintenance, repair, or replacement of any improvements within any tract or Common Maintenance Area that is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, or the family, guests, lessees, or invitees of any Owner, the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot of such Owner. In the event the Association determines that perimeter fencing abutting any Lot has not be adequately maintained, the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot of such Owner pursuant to the process set forth in Article F. Declarant may, without obligation, replant any damaged or removed landscape plantings from any Protected Area or Lot, repair any damage or destruction thereto, or remove any encroachment from any Protected Area. For a period of five (5) years, or as determined by the local jurisdiction, following the end of the Development Period, the Association and any Owner shall be responsible to the Declarant for any damage or destruction to, or encroachment into any Protected Area, caused in whole or in part by any Owner or the Association or guests, agents, contractors, or employees of either. The Association and/or Owner shall promptly pay Declarant the costs to fully remedy any such damage or destruction.

ARTICLE F

Membership/Liens/Assessments

Section 1. Homeowners Association Membership. There shall be one membership in the Homeowners Association for each Lot in the Subdivision subject hereto. The fee title owner of a Lot shall hold a membership in the Homeowners Association. Such membership shall be appurtenant to and not severable from such fee ownership interest and shall transfer with the transfer of the fee title interest without further action on the part of the Homeowners Association or its several members. Membership shall stand in the name or names of the persons or parties who have such interests from time to time as they may appear in the public record.

Section 2. Lien. In order to provide for the proper operation of the Homeowners Association, for the maintenance and improvement of any property which the Homeowners Association is obligated to maintain and for the administrative costs of the Homeowners Association, each grantee of a Lot, their heirs, successors and assigns shall and do, by the act of accepting a deed of a Lot, agree that they and each of them shall hold the membership in the Homeowners Association appurtenant to the Lot and shall pay to the Homeowners Association the assessments, dues and charges levied according to the Articles of Incorporation and Bylaws of the Homeowners Association against that membership.

No Owner may waive or otherwise avoid liability for assessments, dues and charges by non-use of the Common Maintenance Areas or Protected Areas or abandonment of the Lot.

Any assessment, dues or charge, or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine.

In the event that any such dues or charges remain unpaid to the Homeowners Association for a period of 60 days after the due date, then the Homeowners Association may place a written notice of public record in Snohomish County, Washington, that the Homeowners Association claims a lien against the Lot to which the membership is appurtenant for the amount of delinquent assessments, dues and charges together with any late charges, interest at the rate of twelve percent per annum from the date due until paid, and attorneys' fees, as herein provided. From and after recording such notice, the Lot to which the membership is appurtenant shall be subject to a lien to the Homeowners Association as security for all unpaid dues and charges accrued until the lien arising because of the notice is released by the Homeowners Association.

Any dues and charges hereunder, together with any interest, costs and reasonable attorney's fees, shall also be a personal obligation of the person who was the Owner of the Lot at the time the dues and charges were due.

The lien herein granted to the Homeowners Association shall be subordinate to the lien of any bona fide mortgage or deed of trust given for value recorded prior to the recording of the notice of claim of lien.

A release of a lien shall only release the lien arising because of the notice but not rights under this Article to file a subsequent notice of claim of lien for subsequent delinquencies after a notice is released.

Such lien may be foreclosed in the manner of a mortgage of real property and in such foreclosure action, the Homeowners Association shall recover a reasonable sum as attorneys' fees therein and the reasonable and necessary costs of searching and abstracting the public record. The Association shall have power of sale for any lien.

Notwithstanding any provisions hereof appearing to the contrary, the sale or transfer of title to a Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien created hereby for any unpaid dues and charges which became due prior to such sale or transfer, except to the extent of personal obligation upon the Owner; provided that no sale or transfer shall relieve such Lot from a lien for dues and charges thereafter becoming due and provided further that "mortgage" as used in this sentence means only a mortgage, deed of trust or other security given for a debt which is guaranteed by the Veterans Administration or FHA as agencies of the United States government and debt which has been sold to FNMA (Fannie Mae) or FMAC (Freddie Mac).

Section 3. Special Assessments for Improvements. In addition to the annual assessments set forth in the Articles and Bylaws, and the dues and charges provided for herein, the Homeowners 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 maintenance, construction, reconstruction, repair or replacement of any improvement or capital improvement upon the Common Maintenance Areas and/or Protected Areas. Within thirty (30) days after adoption by the Board of Directors of the special assessments for capital improvements, the Board shall set a meeting of the members to consider ratification of the special assessment in the same formal process as the ratification of the annual budget, as set forth in the Bylaws.

Section 4. Uniform Rate of Assessment. Both annual and special assessments must be fixed as a uniform rate for all Lots and must be collected on an annual basis.

Section 5. Start-Up Fee. Upon the sale of each Lot by the Declarant, the purchaser shall pay a one-time start up fee of Two Hundred and Fifty and no/100 (\$250.00) Dollars per Lot. Such start-up fee shall be paid on or before the date of recordation of the deed from Declarant to the purchaser. Declarant shall be entitled to collect this one-time start-up fee at the closing of the Lot sale and submit said fee to the Homeowners Association. This one-time start-up fee shall be used to defray organizational and operational costs for the Homeowners Association. The Declarant may waive the start-up fee in sale of Lots to Participating Builders. In such event, the one-time start up fee shall be paid on or before the date of recordation of the deed from Participating Builder to the purchaser.

Section 6. Enforcement of Assessments. The Board may take such action as is necessary, including the institution of legal proceedings, to enforce the provisions of this Article. In the event the Board begins an action to enforce any such rights, the prevailing party shall be entitled to its attorney's fees, costs and expenses incurred in the course of such enforcement action as provided herein.

ARTICLE G

General Provisions

Section 1. Effect. The covenants, restrictions, easements, rights, liens, and encumbrances herein provided for shall be covenants running with the land and shall be binding upon the Subdivision and any and all parts thereof, the parties in interest thereto and their heirs, assigns, personal representatives and successors in interest. Accepting an interest in and to any Lot or portion of the Subdivision, whether or not it shall be so expressed in any deed or other instrument, shall constitute an agreement by any person, firm or corporation accepting such interest, that they and each of them shall be bound by and subject to the provisions of this Declaration, the governing documents, and all rules and regulations applicable to the Lots duly promulgated pursuant to action by the Association or its Board or Committee.

Section 2. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable. No waiver of the breach of any provision hereof shall constitute a waiver of a subsequent breach of any provision hereof or constitute a waiver of a subsequent breach of the same provision or of any other provision. No right of action shall accrue for or on account of the failure of any person to exercise any right hereunder nor for imposing any provision, condition, restriction or covenant which may be unenforceable.

Section 3. Enforcement. The parties in interest in and to any part of the Plat and the Homeowners Association, for the benefit of the Owners of the Plat, and each of them shall have the right and authority to enforce the provisions hereof, including all covenants and restrictions, and in addition to any other remedy for damages or otherwise, shall have the right to injunctive relief. Failure by the Board or Association or any Owner to enforce any provision of this Declaration or the governing documents shall in no event be deemed a waiver of the right to do so in the future.

Section 4. Fines. In the event a Lot Owner violates any of the covenants, conditions, and/or restriction set forth in this Declaration, the Association has the right to assess fines for said violations. The Board of Directors shall adopt rules and regulations which shall set forth the fines for violations of any of the covenants, conditions, and/or restrictions set forth in this document.

Section 5. Duration. This Declaration shall run with and bind the Plat, and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent provided by law; provided, however, so long as and to the extent that Washington law limits the period during which covenants restricting land to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, after which time, any such provision shall be (a) automatically extended (to the extent allowed by applicable law) for successive periods of ten (10) years, unless a written instrument reflecting disapproval signed by the then Owners of at least seventy-five percent (75%) of the Lots within the Plat and the Declarant (during the Development Period) has been recorded within the year immediately preceding the beginning of a ten (10) year renewal period agreeing to change such provisions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated to the extent specified therein; or (b) extended as otherwise provided by law. Every purchaser or grantee of any interest (including, without limitation, a security interest) in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

Section 6. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now-living descendants of the individuals signing this Declaration.

Section 7. Insurance. The Association may purchase as a Common Maintenance Areas expense and shall have authority to and may obtain insurance for the Common Maintenance Areas against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement value in the event of damage or destruction. It may also obtain a public liability policy covering the Common Maintenance Areas. The liability coverage shall be in amount to be determined by the Board. The Board may also obtain insurance to cover the Board, the Association, its agents and employees from any action brought against them arising out of actions taken in furtherance of the Association's duties under this Declaration.

Following the Development Period, all such insurance coverage shall be written in the name of the Association as trustee for each of the Members. The Association shall review the adequacy of the Association's insurance coverage at least annually. All policies shall include a standard mortgagee's clause and shall provide that they may not be cancelled or substantially modified without at least a ten (10) day prior written notice to any and all insured named therein, including Owners and institutional first mortgages that have requested notice.

Section 8. Dispute Resolution. In the event there is any dispute related to any provision of this Declaration, including future amendments, the parties may agree to resolve the dispute by binding arbitration using the American Arbitration Association (AAA) Commercial Arbitration Rules with Expedited Procedures, or similar rules if agreed upon by the parties, in effect at the time of the dispute. The arbitration shall be administered by an arbitrator located in Snohomish County upon which the parties shall agree within 30 days of the arbitration filing. No arbitration or judicial proceeding shall be commenced or prosecuted by the Association unless approved by at least seventy-five percent (75%) of the Members. This Section shall not apply, however, to (i) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (ii) the imposition and collection of assessments as provided in Article F hereof, (iii) proceedings involving challenges to ad valorem taxation, or (iv) counterclaims in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant pursuant to Article H, Section 2, hereof, or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above. In addition, any claims against Declarant require (a) a 75% vote of members and (b) written notice to Declarant with a 60 day response time before filing. This Section shall not apply to defense of the Association in any matter.

Section 9. Covenants Running with the Land. The covenants, conditions, restrictions, liens, easements, enjoyment rights, and other provisions contained herein are intended to and shall run with the land and shall be binding upon all persons purchasing, leasing, subleasing or otherwise occupying any portion of the Plat, their heirs, executors, administrators, successors, grantees, and assigns. All instruments granting or conveying any interest in any Lot and all leases or subleases shall refer to this Declaration and shall recite that it is subject to the terms hereof as if fully set forth therein. However, all terms and provisions of this Declaration are binding upon all successors in interest despite an absence of reference thereto in the instrument of conveyance, lease, or sublease. The terms of all governing documents are subjoined herein and run with the land to the greatest extent allowed under the law.

Section 10. Attorneys Fees. In the event of a suit or action to enforce any provision of this Declaration or to collect any money due hereunder or to foreclose a lien, the unsuccessful party in such suit or action shall pay to the prevailing party all costs and expenses, including title reports, and all attorneys fees that the prevailing party has incurred in connection with the suit or action, in such amounts as the court may deem to be reasonable therein, and also including all costs, expenses, and attorneys fees incurred in connection with any appeal from the decision of a trial court or any appellate court.

Section 11. Association Rights. The Association may exercise any right or privilege given to it expressly by state law, this Declaration, the governing documents, any use restriction or rule or regulation, and every other right or privilege reasonably to be implied from the existence of any law, right or privilege given to it therein or reasonably necessary to effectuate any such law, right or privilege.

Section 12. Indemnification. To the full extent permitted by law each Officer and Director of this Association shall be indemnified by the Association from and on account of any liability for acts or omissions occurring during the course of business or activities undertaken on behalf of the Association, including but not limited to any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by its then Board) to which such Officer or Director may be a party by reason of being or having been an Officer or Director. This indemnification shall include indemnification against all costs and expenses, including attorneys' fees, litigation costs, civil penalties, fines and other charges incurred incident thereto. This indemnification shall not extend to any individual or joint willful misfeasance, willful malfeasance, willful misconduct, or bad faith on the part of any Officer or Director, nor shall this indemnification extend to any action by or on behalf of the Association against a Director in which action the Director has been adjudged guilty of any breach of duty toward the Association. In addition, no Officer or Director shall be personally liable to the Association or any of its members for monetary damages for any mistake of judgment, negligent conduct or other conduct as an Officer or Director; provided that this provision shall not eliminate or limit the liability of an Officer or Director for acts or omissions that involve willful misfeasance, willful malfeasance, willful misconduct, or bad faith by the Officer or Director or for any transaction from which the Officer or Director will personally receive a benefit in money, property, or services to which the Officer or Director is not legally entitled. To the extent that it is necessary for the Officers or Directors to implement this indemnification, at the request of an Officer or Director, the Officers or Directors shall take such action as is appropriate and allowable to implement this indemnification. The Association may, at the discretion of the Board of the Association, maintain adequate general liability and Officers' and Directors' liability insurance to fund this obligation, if such coverage is reasonably available.

ARTICLE H Amendment

Section 1. Amendment of Use Restrictions. Articles B, C, and D of this instrument which relate to use of the Lots in the Subdivision may be amended and changed by the written consent of the owners of the fee title of not less than 60% of all Lots in all of the Subdivisions which have been made subject to the provisions of this Declaration. For the purpose of amendment, consent to an amendment by a fee owner shall be binding upon the owner and of any successors to the fee title for a period of six months after it is given for the purpose of calculating the percentage required for adoption of the consent. Consents required under this Section shall be delivered to the Homeowners Association which shall tabulate them. Its determination of the sufficiency of the consent shall be conclusive, and an amendment to Articles B, C and D shall be effective when a written Notice of Amendment signed and acknowledged by the President and Secretary of the Homeowners Association is recorded in Snohomish County, Washington, stating that the requisite consent has been obtained and setting forth the amendment in its entirety.

Section 2. Amendment by Declarant. This Declaration may be amended unilaterally at any time and from time to time by Declarant during the Development Period (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (ii) if such amendment is necessary to enable any title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (iii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (iv) if such amendment is necessary to enable any governmental agency or private insurance company to insure or guarantee Mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any owner's Lot unless any such Lot owner shall consent thereto in writing. Further, so long as Declarant owns any property for development and/or sale in the Community, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Lot owners hereunder, nor shall it adversely affect title to any Lot without the consent of the affected Lot owner.

Section 3. Declarant Consent. During the Development Period, all amendments shall require the consent of the Declarant.

EXECUTED this 8 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: 1-8, 2018.





Notary Public
My appointment expires: _____