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 SNOHOMISH COUNTY, WASHINGTON

WHEN RECORDED RETURN TO
 Michael D Levy
 Lozier at Woodside, LLC
 1203 114th Avenue S E
 Bellevue, WA 98004

Document Title	Declaration of Protective Covenants for Woodside Walk
Reference Number(s) of Related Documents	
Grantor	Lozier at Woodside, LLC, a Washington limited liability company
Grantee	Plat of "Woodside Walk"
Legal Description	The final plat of Woodside Walk A portion of Government Lot 3, also being a portion of the NE ¼ of the NW ¼ of Section 6, TWP 27N, RGE 5E, W M , City of Mill Creek, Snohomish County, Washington
Assessor's Property Tax Parcel Account Number(s)	27050600200100

Declaration of Protective Covenants for Woodside Walk

WHEREAS, LOZIER AT WOODSIDE, LLC (herein referred to as Declarant), is the owner of certain real property in Snohomish County, Washington, included in the property to be platted as Woodside Walk, Lots 1 through 89, according to the plat thereof recorded at Volume NA of Plats, pages NA through NA under Recording No 200505260525 in Snohomish County, Washington, and desires to establish a plan of private subdivision for all such properties within the plat of Woodside Walk. In order to provide for land use restrictions as a part of such plan, Declarant does hereby declare and establish the following restrictions, covenants and easements appurtenant

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**ARTICLE A
 Definitions**

Section 1 Definitions As used herein

- 1 The word "Plat" shall refer to the plat of Woodside Walk, Lots 1 through 89
- 2 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
- 3 The word "Subdivision" shall refer to the real property included within any Plat as defined hereby
- 4 The words "Community Organization" shall refer to the Woodside Walk Community Organization, a Washington nonprofit corporation, formed for the purpose of enforcing these covenants and providing other things that may benefit its members
- 5 The word "Committee" is defined as the Architectural Control Committee as provided in Article C

6 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) two years after 90% of the lots subject to this declaration have had single family residences constructed thereon and have been occupied as residences, (ii) December 31, 2012, or (iii) the date upon which a Supplementary Declaration is recorded by Declarant terminating the Development Period

ARTICLE B
Building and Land Use Restrictions

Section 1. Improvements No dwelling, residence, outbuilding, fence, landscaping, wall, building, pool 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. When made, the changes or 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 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 initial development and home construction 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 dwelling

(f) All structures and improvements shall comply with the provisions of the applicable Building Code, as amended from time to time, relating to setback requirements, drainage easements and other easements or buffers, provided that nothing herein shall require removal of a building which was originally placed in conformity with such Code because of change in the Code

(g) No fence or wall shall be permitted on a Lot if it is nearer to any street than the face of the house and/or garage as constructed on the Lot except that nothing shall prevent the erection of (i) a necessary retaining wall and (ii) decorative walls, fences, hedges and mass plantings which have been approved by the Committee as to appearance prior to installation. Additionally, fences that are permitted on the side lot lines of corner lots where those lot lines abut a street shall be subject to corner fence standards as established by the Committee and subject to setbacks as conditions to approval by the Committee. 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 as established by Rules by the Committee

(h) 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

(i) 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.

(j) All mailboxes are to be of a uniform design as approved by the Committee.

(k) In addition to approval by the Committee, certain structures and/or lot improvements may require zoning approval and/or a building permit from the City of Mill Creek. Approval by the Committee does not waive any City of Mill Creek zoning regulations or building permitting requirements.

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. Pets shall be confined within the property or attended at all times and shall be registered, licensed and inoculated from time to time as required by law.

Section 3. Signs No sign of any kind shall be displayed to the public view on any Lot except entry signs identifying the neighborhood, one sign of not more than five (5) square feet advertising the property for sale or rent. The Committee may establish for sale and for rent sign standards for the Subdivision. This Section shall not apply to signs used by the Declarant or builder of a residence on the Lot to advertise the property and identify the Declarant or builder during the construction and sales period of the residence. Builder and Declarant signs may include project marketing signs, directional signs and model home signs.

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. 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. All permitted businesses must comply with any applicable City ordinances.

Section 6. Storage 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 or in any part of the Subdivision. During the Development Period, the Declarant may store equipment and building materials and maintain temporary trash storage sites within the Subdivision.

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

Section 8 View Protection No trees or shrubs on a Lot other than those existing at the time this Declaration is filed, 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.

Section 10 Front Yard Landscaping Any changes to front yard landscaping must be approved by the Committee. Changes include but are not limited to adding additional plantings and removing existing plantings.

Section 11 Gardens, Play Equipment, Pools and Spas No vegetable garden, hammock, statuary, play equipment, sports equipment, pool or spa is to be erected on any Lot other than between the rear residence line and the rear Lot line subject to prior written consent of the Committee. Basketball backboards may not be installed in driveways. No play equipment may be installed in the public right of way. The Committee may require visual screening of play equipment, sports equipment, pool and spas.

Section 12 Rules and Regulations In addition to the above restrictions, the Committee may, from time to time, without consent of the Members, promulgate, modify or delete rules applicable to performing its function to maintain architectural control throughout the Community. Such rules shall be distributed to all Members prior to the date that they are to become effective and shall thereafter be binding upon all Members until and unless overruled, canceled, or modified.

Section 13 Construction and Sale Period So long as Declarant owns any property in the Community for development and/or sale, the restrictions set forth in this Article B shall not be applied or interpreted so as to prevent, hinder, or interfere with development, construction or sales activities of Declarant or any builder or developer approved by the Declarant.

ARTICLE C Architectural Control

Section 1 Board of Directors and Architectural Control Committee A Board of Directors of the Community Organization shall be elected in the manner described in the Organization's Articles of Incorporation and Bylaws. An Architectural Control Committee shall be appointed and organized in the manner described in the Organization's Articles of Incorporation and Bylaws. The address of the Board and the Committee shall be the registered office of the Community Organization.

Section 2 Submission of Plans Prior to construction, 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. 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 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, 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, the Committee shall by majority vote approve or disapprove the request. The Committee may disapprove any request which in its opinion does not conform to these restrictions or its aesthetic or other standards. Approval or disapproval of a request shall be made upon one of the copies thereof and returned to the address shown on the request. If the Committee fails to approve or disapprove submitted plans and specifications within 30 days after the plans and specifications have been submitted, which submission shall be evidenced by a written receipt for said plans and specifications, approval will not be required, and this Section will be deemed to have been fully complied with. In this event, any such plans and specifications shall nevertheless be in compliance with all the restrictions contained in these Protective Covenants.

Section 5 Advisors The Committee may appoint advisors or advisory committees from time to time to advise on matters pertaining to the Subdivision. No person on the Committee or acting for it shall be responsible for any defect in any plan or specification submitted or approved nor for any defect in any work done according to such plans and specifications.

Section 6 Variations The Committee shall have the authority to approve 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 shall not be materially injurious to the improvements of other Lots and shall not constitute a waiver of the restrictions herein contained but shall be in furtherance of the purposes and intent of these restrictions.

ARTICLE D Landscaping

Section 1 Initial Landscaping Prior to occupancy of any residential building on a Lot, the front yard of the Lot shall be landscaped and within one year after occupancy, the remainder of the Lot shall be landscaped, provided that if weather conditions or ground conditions due to weather are such that it is not reasonable to landscape the Lot within the time provided, the time for completion of the landscaping shall be extended for a period of 30 days after weather conditions and ground conditions due to weather are reasonable for landscaping. Any dispute over the time when weather or ground conditions due to weather are reasonable for landscaping may be determined by the Committee which determination shall be binding upon all interested parties.

Section 2 Landscape Maintenance Front yard areas shall be maintained by the Community Organization 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 Community Organization 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 lawns and plantings is considered the responsibility of the homeowner. After giving reasonable notice, as defined by the Board of Directors, to the owner of the Lot, the Community Organization has the authority to remedy, at the Lot owner's expense, any violations of this Section 2.

ARTICLE E
Easements and Open Space

Section 1 Easements

(a) Construction, Utility and Drainage Easements Easements for the construction, repair, replacement, reconstruction, and maintenance of utilities and drainage facilities are hereby created and established over, across, and under the portion of each Lot abutting a street or tract as delineated on the recorded plat. Easements for the construction, repair reconstruction and maintenance of drainage facilities are hereby created and established over, across, and under a four (4) foot wide strip along each side of interior lot lines and over the rear five (5) feet of each lot. 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 Community Organization is responsible.

(b) Landscape Easements A landscape maintenance easement exists over all front yards from the front face of the house and garage to the street or sidewalk and that portion of the side street yards from the face of the house to the street or sidewalk not including any yard area enclosed by a privacy fence. The purpose of this landscape easement is to allow for the Community Organization to maintain the landscaping within these areas. 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 or in areas noted as landscape screening or buffer zones adjacent to the northerly and southerly property boundaries. Lot owners may, with the Committee approval, add additional plantings in these areas.

Section 2 Maintenance of Facilities The Community Organization shall be responsible for maintaining, repairing and replacing

- (a) Any plat entry monument(s), landscaping, lighting, and irrigation system and associated operating expenses
- (b) Mailbox stands
- (c) Landscaped areas in public right of way and the associated irrigation systems.
- (d) Front yard Landscaped areas of Lots maintained under the Landscape Easement in Section 1 above (Landscaped maintenance on Lots and the Public Right of Way extends to the back of the curb)
- (e) Tracts **A, B, C, D, F, H, I, K, M and N** reserved for wetlands, buffers, trails, open space, recreation as shown on the recorded plat, except for portions to be maintained by the City of Mill Creek
- (f) Tracts **E, G, J, and L** private accesses (alleys) as shown on the recorded plat
- (g) Tract **C** storm drainage facility and drainage easements as shown on the recorded plat.
- (h) In accordance with Notes and Restrictions number 5 on the recorded plat, drainage facilities within all Tracts and Drainage Easements shown on the recorded plat.

ARTICLE F
Liens

Section 1 Community Organization Membership There shall be one membership in the Community Organization for each Lot in the Subdivision subject hereto and no more. The fee title owner of a Lot, which Lot is not subject to a recorded contract for purchase and sale, or the holder of the vendee's interest under a recorded contract for purchase and sale of a Lot, shall hold a membership in the Community Organization. Such membership shall be appurtenant to and not severable from such fee ownership or vendee's interest and shall transfer with the transfer of the fee title or vendee's interest without further action on the part of the Community Organization 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 Community Organization, for the maintenance and improvement of any property which the Community Organization is obligated to maintain and for the administrative costs of the Community Association, each grantee and vendee of Lots, their heirs, successors and assigns shall and do, by the act of accepting a deed of a Lot or entering into a contract of sale of a Lot, as vendee, jointly and severally agree that they and each of them shall hold the membership in the Community Organization appurtenant to the Lot and shall pay to the Community Organization the dues and charges levied according to the Articles of Incorporation and Bylaws of the Community Organization against that membership. In the event that any such dues or charges remain unpaid to the Community Organization for a period of 60 days after the due date, then the Community Organization may place a written notice of public record in Snohomish County, Washington, that the Community Organization claims a lien against the Lot to which the membership is appurtenant for the amount of delinquent dues and charges together with 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, and not prior to such recording, the Lot to which the membership is appurtenant shall be subject to a lien to the Community Organization as security for all unpaid dues and charges accrued until the lien arising because of the notice is released by the Community Organization. The lien herein granted to the Community Organization 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 Community Organization shall recover a reasonable sum as attorneys' fees therein and the reasonable and necessary costs of searching and abstracting the public record. 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, 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 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).

ARTICLE G
Application and Enforcement

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 portion of the Subdivision 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 hereof.

Section 2 Severability In the event that any provision hereof shall be declared to be invalid by any court of competent jurisdiction, no other provision shall be affected thereby, and the remaining provisions shall remain in full force and effect. 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 Subdivision and the Community Organization, for the benefit of the owners of the Subdivision, and each of them shall have the right and authority to enforce the provisions hereof and in addition to any other remedy for damages or otherwise, shall have the right to injunctive relief. The prevailing party in any action to enforce any provision hereof shall recover a reasonable sum as attorneys' fees together with the reasonable costs of searching and abstracting the public record which sums shall be paid by the unsuccessful party.

Section 4 Indemnification To the fullest extent allowed by applicable Washington law, the owners shall indemnify the Committee members 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, malfeasance, 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.

**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 (in the case title is subject to a real estate contract, the vendees under the real estate contract shall be deemed to be 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 Community Organization 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 Community Organization 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: (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 or 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 25 day of MAY, 2005

LOZIER AT WOODSIDE, LLC

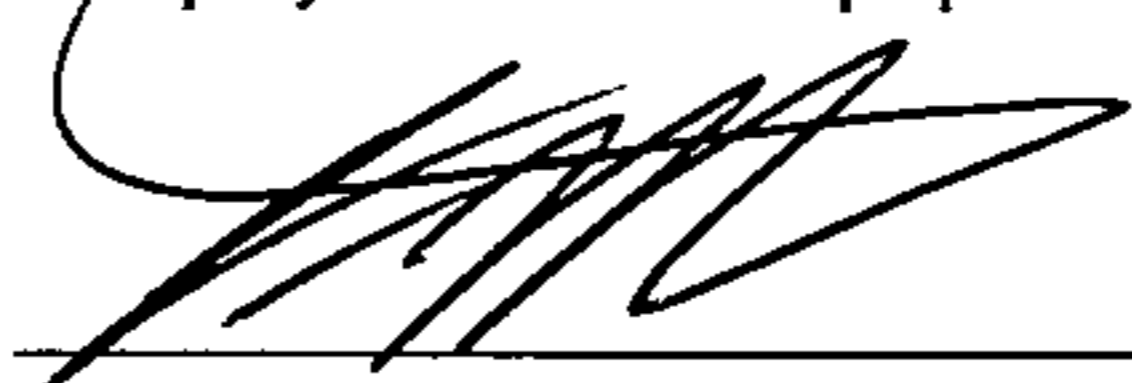
By 

Michael D. Levy, Manager

STATE OF WASHINGTON
COUNTY OF SNOHOMISH

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

DATED MAY 25, 2005



Notary Public BRETT MICHAELSON

My appointment expires 10/15/05



DUPLICATE