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AMENDED & RESTATED
DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND
RESERVATIONS
FOR
HELGESON 32 LONG PLAT

TITLE OF DOCUMENT:

AMENDED & RESTATED DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS
AND RESERVATIONS FOR HELGESON 32
LONG PLAT

DOCUMENTS AFFECTED:

201008190046, 201212060066

GRANTOR:

ROGER W. HELGESON

GRANTEE:

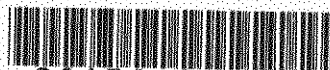
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ARTICLE I

IDENTIFICATION OF DECLARANT AND PROPERTY: PURPOSE

1.1. Identification of Declarant.

ROGER W. HELGESON, a single man referred to herein as the "Declarant," is the owner in fee simple of the land described in Section 1.2 hereof, together with all improvements, easements, rights and appurtenances thereunto belonging (all collectively referred to hereinafter as "the Property"). Declarant has submitted the Property to the provisions of Title 16.08, City of Burlington Code (hereinafter referred to as the "Ordinance"), and has been granted Preliminary Plat Approval for a 32 lot residential subdivision Community known as "Helgeson 32 Long Plat".

1.2. Reference to Platting Documents and Earlier Covenants.

1.2.1. Platting Documents.

No final Plat of the Real Property described in Section 1.2 hereof has been approved by the City of Burlington. When one or more Plat Maps of such Property have been recorded, each and all such Maps shall be known herein as "Platting Documents." Pursuant to conditions associated with the Preliminary Plat Approval obtained by Declarant from the City of Burlington, the Declarant has recorded a Boundary Line Adjustment at Auditor's File No. 201008130064, Records of Skagit County, Washington. A Survey of certain Lots subject to Platting was recorded at Auditor's File No. 201008160071, Records of Skagit County, Washington.

1.2.2. Earlier Covenants.

Declarant previously recorded an instrument entitled "Declaration of Restrictive Covenants Helgeson 32 Long Plat", recorded at Auditor's File No. 201008190046, Records of Skagit County, Washington, followed by an instrument entitled "Amendment to Declaration of Restrictive Covenants Helgeson 32 Long Plat, recorded at Auditor's File No. 201212060066, Records of Skagit County, Washington.

1.3. Purpose - Perpetually Binding Equitable Servitudes - Earlier Covenants Superseded.

This Amended & Restated Declaration of Covenants states covenants, conditions, restrictions and reservations that are intended by the Declarant to effect a Common Plan for the development of the Property mutually beneficial to all of the Lots that may come into existence through the platting process described elsewhere in this instrument. These covenants, conditions, restrictions, reservations and plan are intended to completely amend, replace and supersede the "Earlier Covenants" described in Section 1.3 hereof. By the recordation of this instrument, all the covenants, conditions, restrictions, reservations and plan contained herein shall be conclusively deemed to be legal and equitable servitudes that shall run with the land of the Property and shall be binding upon the entire Property and upon each such Lot or parcel therein as a parcel of realty, and upon its Owners, their family members, their heirs, personal representatives, successors and assigns, and their tenants, licensees and other lawful occupants, through all successive transfers of all or part of the Property or any security interest therein, in perpetuity, without requirement of further specific reference or inclusion in deeds, contracts or security instruments, and regardless of any subsequent forfeiture,



foreclosures, or sales of Lots under security instruments, or of any forfeiture, foreclosures, or sales instituted for nonpayment of government tax, levy or assessment of any kind.

ARTICLE II

DEFINITIONS

2.1. "Architectural Review Coordinator ("ARC") means the individual designated by the Declarant or the Board of Directors, to coordinate compliance with the Design Guidelines of the Community under Section 9.2 hereof.

2.1. "Assessment" means all sums chargeable by the Association against a Lot including, without limitation: (a) Regular, Special and Limited Assessments for Common Expenses, charges, and fines imposed by the Association; (b) interest and late charges on any delinquent account; and (c) costs of collection, including reasonable attorneys' fees, incurred by the Association in connection with the collection of a delinquent Owner's account.

2.2. "Association" or "Owners Association" means the nonprofit corporation incorporated at the direction of the Declarant to manage the Common Areas of this Community and enforce the provisions of the Governing Documents, as provided in Article VII hereof.

2.3. "Board of Directors" means the body with primary authority to manage the affairs of the Association.

2.4. "Common Areas" means all portions of the Community other than the Lots. Such areas may be denoted as "Tracts" on the Platting Documents and include areas of land, along with specific facilities and improvements. To the extent that some Common Areas may be depicted within the boundaries of any Lot within this Community, such Common Areas consist of easements burdening such Lot for the benefit of the Association or other Owners and Occupants of the Community. Common Areas are further defined and described in Article V hereof.

2.5. "Common Expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves; without limitation, such expenses include those necessary or desirable for maintaining, repairing, replacing, insuring or managing the Common Areas, along with taxes, other insurance, professional services and all other goods and services provided by the Association to its members.

2.6. "Common Expense liability" means the liability for Common Expenses allocated to each Lot pursuant to Section 10.1 of this Declaration of Covenants.

2.7. "Community" means the aggregate of all the Property within the platted subdivision, along with all the improvements constructed therein, the Association, and all other institutions and things serving the Owners of Lots therein.

2.8. "Conveyance" means any transfer of the ownership of a Lot, including a transfer by deed or by real estate contract, but shall not include a transfer solely for security.



2.9. "Declarant" means the entity, person or group of persons acting in concert who (a) executes this Declaration of Covenants, or (b) reserves or succeeds to any Special Declarant Right under the Declaration of Covenants.

2.10. "Declarant control" means the right of the Declarant or persons designated by the Declarant to appoint and remove officers and members of the Board of Directors or to veto or approve a proposed action of the Board or Association pursuant to Sections 8.1 and 16.5 of this Declaration of Covenants.

2.11. "Declaration of Covenants" means this document, which facilitates the creation of this Community; the term also includes any lawful amendments to this document.

2.12. "Development Plan" means any formal plan of development, however termed under the Ordinance, approved by the City or County in which the Community is located. The term also includes any amendments thereto approved by applicable governmental entities.

2.13. "Development Right" means any right or combination of rights reserved by the Declarant in the Declaration of Covenants to: (a) Add real property or improvements to the Planned Community; (b) create Lots, Common Areas, or Limited Common Areas within real property included in or added to the Planned Community; (c) subdivide Lots or convert Lots into Common Areas; (d) withdraw real property from the Planned Community; or (e) reallocate Limited Common Areas with respect to Lots that have not been conveyed by the Declarant. Development Rights affecting this Planned Community are described in Section 3.4 hereof. Development Rights are personal to the Declarant and may be exercised, or not exercised, in Declarant's sole and absolute discretion.

2.14. "Dispose" or "disposition" means a voluntary transfer or conveyance to a purchaser or lessee of any legal or equitable interest in a Lot, but does not include the transfer or release of a security interest.

2.15. "Dwelling" means a single family residence constructed within any Lot.

2.16. "Eligible Insurer" means the insurer or guarantor of a mortgage on a Unit, such as FHA or VA, that has filed with the secretary of the Association a written request that it be given copies of notices of any action by the Association that requires the consent of mortgagees.

2.17. "Eligible Mortgagee" means the holder of a mortgage on a Unit that has filed with the secretary of the Association a written request that it be given copies of notices of any action by the Association that requires the consent of mortgagees. The term "Eligible Mortgagee" also includes the "servicer" of a mortgage that has been acquired or securitized by a secondary mortgage market entity.

2.18. "Foreclosure" means a forfeiture or judicial or nonjudicial foreclosure of a mortgage or a deed in lieu thereof.

2.19. "Future Phase Amendment" means an amendment to this Declaration of Covenants which will be executed and recorded by the Declarant concurrently with the creation of each new Phase of Development. The Future Phase Amendment will describe (a) the land included within each such Phase, (b) the number and location of Lots within the Phase, (c) any Common Areas created within the Phase, and (d) any other matters that are necessary or appropriate for the proper governance of such Phase.



2.20. "Governing Documents" means the Declaration of Covenants, the Platting Documents, the Articles of Incorporation and Bylaws of the Association along with any Rules and Regulations, including Design Guidelines, adopted by the Board of Directors.

2.21. "Governing Law" means the Washington Homeowners Association Act (Chapter 64.34 RCW) or any successor statute, and any amendments thereto.

2.22. "Limited Common Expenses" are portions of the Common Expenses for which one or more, but fewer than all Lot Owners may become liable under the terms of the Governing Documents.

2.23. "Lot" means a physical portion of the Community designated for separate ownership, the boundaries of which are depicted on the Platting Documents.

2.24. "Lot Owner" means the Declarant or any other person who owns a Lot, but does not include a person who has an interest in a Lot solely as security for an obligation. "Lot Owner" means the vendee, not the vendor, of a Lot under a real estate contract.

2.25. "Mortgage" means a mortgage, deed of trust or real estate contract.

2.26. "Occupant" means a person lawfully occupying any Lot; the term includes Lot Owners, family members and tenants of Lot Owners.

2.27. "Person" means a natural person, corporation, partnership, limited partnership, trust, governmental subdivision or agency, or other legal entity.

2.28. "Property" or "the Property" means all the real property depicted within the Platting Documents and, where appropriate, includes all real property that may be from time to time either added to the Community by the Declarant or acquired by the Association pursuant to Section 8.3.3 hereof.

2.29. "Residential purposes" means use for dwelling and human habitation, and for reasonable social, recreational or other uses normally incident to such purposes.

2.30. "Special Declarant Rights" means rights reserved for the benefit of the Declarant to: (a) complete improvements indicated on the Platting Documents; (b) maintain sales offices, management offices, signs advertising the Community, and models; (c) use easements through the Common Areas for the purpose of making improvements within the Community; (d) appoint or remove any officer of the Association or any member of the Board of Directors; or (e) to veto or approve a proposed action of the Board or Association during any period of Declarant Control reserved in this Declaration of Covenants. Special Declarant Rights are described in Section 16.6 hereof.

2.31. "Upkeep" means any care, inspection, maintenance, operation, repair, repainting, remodeling, restoration, improvement, renovation, alteration, replacement or reconstruction that is required in order to maintain property in a decent, safe and sanitary condition, in keeping with the standards of the Community and with all applicable legal, administrative or regulatory requirements.



ARTICLE III

DESCRIPTION OF PROJECT TYPE & DEVELOPMENT PLAN

3.1. Project Type.

This project is intended to be a platted subdivision designed for "single family" ownership, as described with greater particularity in Sections 9.1 and 9.2 of this Declaration.

3.2. General Theme - Attributes and Amenities - Association Responsibilities.

3.2.1. General Theme - Attributes and Amenities.

This proposed residential Community of approximately 8.6 acres in size is located off South Skagit Street between Rio Vista Avenue and Sharon Avenue, near the Lucille Umbarger Elementary School. The site is zoned R-1-7.6 [single family with a 7,600 square foot minimum lot size]. The project will be phased to accommodate a moderate rate of absorption of housing stock of the type contemplated by the Declarant. Phase 1 of the Community will be served by a 24-foot looped road on which no on-street parking will be permitted. The Lots in Phase 2 will be served by a 28-foot road on which on-street parking will be permitted on one side. It is possible that these interior roads will be dedicated to the public in the Platting process, in which case the Association will not have Upkeep responsibilities associated therewith.

3.2.2. Association Responsibilities.

The Association described in Section 7.1 hereof shall have the responsibility to provide Upkeep to Common Areas of the Community hereinafter defined.

3.3. Development Plan - Preliminary Plat Approval Obtained - Initial Stages of Development.

3.3.1. Development Plan - Preliminary Plat Approval.

The Community is being developed in accordance with a Preliminary Plat Approval ["Development Plan"] approved by the City of Burlington in June of 2007 in City File No. Sub 1-07, which addressed consistency with the City's Comprehensive Plan, and public utility issues. All further use and development of the Property in this Planned Community shall be consistent with the Ordinance and with such Development Plan.

3.3.2. Initial Stages of Development - Two Parcels Sold Prior to Platting.

A boundary line adjustment has been accomplished to resolve an encroachment issue affecting the project site, and to permit sales and financing of portions of the project necessary to support necessary cash flow for development. Declarant has sold to third parties two parcels that were intended to become Lots in the Platting Documents, also intending that such Parcels be part of the Community. A parcel intended to become Lot 14 was conveyed by Declarant under deed recorded at Auditor's File No. 201008190047, records of Skagit County, Washington, subject to the Declaration of Restrictive Covenants described in Section 1.2.2 hereof; said Declaration is amendable under generally accepted legal principles to effectuate the Common Plan of development described in Section 1.3 hereof. A parcel intended to become Lot 1 was conveyed by Declarant under deed recorded at Auditor's File No. 201212070132, records of Skagit



County, Washington, subject to the Amendment to Declaration of Restrictive Covenants described in Section 1.3.2 hereof.

3.4. Development Rights.

3.4.1. Description.

The Declarant has reserved Development Rights to expand the scope of development within the Community through phased development, as described below.

(a) Phase 1, in general, will consist of 14 Lots located within the real property subject to Preliminary Plat Approval, to be served by an interior roadway located off the northerly edge of Sharon Avenue, with public utilities serving same. This interior roadway, along with its street lights, signage installations and stormwater drainage system, may be dedicated to the public at the time of the platting of Phase 1. At Declarant's option, this Phase may be Platted in two or more Divisions, the timing of which will correspond to market conditions then prevailing.

(b) Phase 2, in general, would consist of up to 18 additional Lots located on certain additional land located generally southerly of the Phase 1 property, with an additional interior roadway located off the southerly edge of Sharon Avenue, with public utilities serving same. This interior roadway, along with its street lights, signage installations and stormwater drainage system, may be dedicated to the public at the time of the platting of Phase 2. At Declarant's option, this Phase also may be Platted in two or more Divisions, the timing of which will correspond to market conditions then prevailing.

(c) Any common facilities not dedicated to the public at the time of platting shall constitute Common Areas subject to the jurisdiction of the Association. At any time within the period specified in Section 3.4.3 hereof, the Declarant may also create additional Common Areas or facilities, or relocate existing common facilities within the Community.

3.4.2. Procedure for Exercise - Future Phase Amendments.

To exercise any Development Right reserved under Section 3.4.1 of this Declaration of Covenants, the Declarant shall obtain all necessary building and occupancy permits for new construction within each additional Phase, and, if necessary, prepare, execute, and record a Future Phase Amendment to this Declaration of Covenants along with any amendment to the Platting Documents required under the Ordinance or the Development Plan.

3.4.3. Time Limits on Development Rights.

The Declarant may exercise the Development Rights described in Section 3.4.1 of this Declaration of Covenants within ten (10) years from the date of the conveyance by the Declarant of the first Lot in the Community to a person other than the Declarant.

3.4.4. Sequence of Exercise of Rights.

The Development Rights described in Section 3.4.1 of this Declaration of Covenants shall be exercised generally in the sequence in which phased development is described in Section 3.4.1, but



construction of improvements within the Lots in any completed Phase may occur at any time and in any sequence.

3.4.5. Declarant's Rights to Land and Liability for Expenses.

In addition to the liability that the Declarant as a Lot Owner has under this Declaration of Covenants, the Declarant alone is liable for all expenses in connection with real property subject to Development Rights. No other Lot Owner and no other portion of the Community is subject to a claim for payment of those expenses, but no Lot Owner other than the Declarant has any rights to use such areas for any purpose whatsoever. Any income or proceeds from real property subject to Development Rights inures to the Declarant.

3.4.6. Limitation on Development Rights.

Each Development Right reserved by the Declarant in this Declaration of Covenants is limited to actions permitted pursuant to the terms of the Ordinance and the final Development Plan approved pursuant thereto, as the same may exist at the time of exercise of any such right.

3.4.7. Legal Status of Development Rights.

Each Development Right reserved by Declarant in this Declaration of Covenants is and shall remain an equitable servitude burdening all lands subject thereto and running with such lands. Each Development Right shall exist for the benefit of the Declarant and/or any assignee of Declarant and/or any successor declarant. Declarant has and shall retain, with respect to each Development Right, a power coupled with Declarant's interest in said lands. The Development Rights reserved in this Declaration of Covenants include the right, but not the obligation, to create future interests or future estates in real property, and to own, convey, mortgage, lease and/or otherwise use and deal with such real property and such future interests or future estates free and clear of any interest of other Lot Owners or the Association, except as may be otherwise specifically provided herein.

ARTICLE IV

LOTS, DWELLINGS & OTHER STRUCTURES

4.1. Number and Location.

4.1.1. Initial Lots.

The initial Lots in this Community are depicted on the Boundary Line Adjustment Survey Map described in Section 1.3.1 hereof.

4.1.2. Lots Created by Phased Development.

The Declarant reserves the right to create a total of 32 Lots pursuant to Development Rights reserved in Section 3.4.1 of this Declaration of Covenants. Reference should be made to that Section for additional information.



4.2. Subdivision and Combination.

No Lot shall be subdivided by its owner. Lots may be combined by their owners, using lawful procedures for such purposes then in effect in City of Burlington. In the event that two or more Lots are combined, the resulting Lot shall have allocated to it all the liabilities for Common Expense Assessments and votes in the Association formerly allocated to the Lots affected by the combination.

4.3. Requirements for Dwellings and Accessory Structures.

4.3.1. Permitted Dwellings.

No mobile homes, manufactured housing units, prefabricated homes or modular homes are permitted. Dwellings constructed within the Lots shall have not less than 1,400 square feet of living space, exclusive of porches, patios and garages. Construction of Dwellings is subject to a Design Review process described in Sections 4.4 and 9.2 hereof.

4.3.2. Permitted Accessory Structures.

Children's playhouses, gardening sheds, small greenhouses and other items may be permitted, subject to Design Guidelines adopted by the Board. Accessory Structures are subject to the Design Review and Construction standards described in Sections 4.4 and 9.2 hereof.

4.3.3. Service Yards and Driveways.

Each Lot shall provide visually screened areas to serve as service yards in which garbage and recycling containers, mechanical equipment and any materials, supplies and equipment that are permitted to be maintained outside must be placed or stored in order to conceal them from view from roads or adjacent properties. Such service yards shall be enclosed with materials approved by the Board. Driveway material shall be only brushed concrete, stamped or exposed aggregate concrete, brick or cement pavers; gravel, asphalt or other types of surfaces are not permitted absent advance written approval from the Board.

4.3.4. Temporary Structures.

No structure of a temporary character, and no trailer, shack, shed or other temporary accessory buildings shall be erected, used or maintained on any Lot except in connection with construction activities, and then only during such time periods for construction as provided in Section 4.4.4 hereof.

4.3.5. Initial Landscaping.

Prior to the sale of any improved Lot in the Community, a lawn must be planted, shrubs adjacent to the Dwelling and at least one tree approved as to type by the City of Burlington must be planted.

4.4. Architectural and Design Review.

4.4.1. Design Guidelines.

Design shall be generally consistent with theme established under certain Design Guidelines adopted by the Declarant. At minimum, per City of Burlington requirements, design features will minimize



the visual impact of rows of garage doors. One side yard shall be required to be 10 feet to allow rear yard access for vehicles, except where not feasible because of lot configuration. The Declarant and the Board of Directors shall have the authority to adopt more specific Design Guidelines to implement the basic theme contained herein, pursuant to Section 9.2 hereof.

4.4.2. Approval by Board of Directors Required - Declarant Exempt.

No person other than the Declarant shall make any addition, alteration or improvement in or to any Lot, including the average elevation of the building site on the Lot, other than for normal Upkeep or natural landscaping, that is visible from the exterior of the Lot (excluding areas within a building's building envelope that are visible from the exterior only because of the transparency of glass doors, walls or windows), without the prior written consent of the Board of Directors, or an Architectural Control Coordinator ["ARC"] designated pursuant to Section 9.2.4 hereof. No person shall paint or otherwise alter the exterior of any improvement, including the doors and windows, if such exterior is visible from another Lot or the Common Areas, without the prior written consent of the Board of Directors. The Declarant shall have the right to construct improvements and make alterations without the consent of the Board of Directors. Any addition, alteration or improvement upon any Lot existing in violation of the Governing Documents (including the Design Guidelines) shall be removed or altered to conform to the provisions of the Governing Documents within thirty days after notice of the violation is delivered to the Owner by the Board of Directors.

4.4.3. Governmental Permits.

Approval by the Board of Directors or ARC shall not relieve an Owner from the obligation to obtain any required governmental permits. The Owner shall deliver all approvals and permits required by law to the Board of Directors or the ARC, as appropriate, prior to the commencement of any construction requiring such approval or permit. If any application to any governmental authority for a permit to make any such structural addition, alteration or improvement to any Lot or improvement located on any Lot requires execution by the Association, and provided consent has been given by the Board of Directors or the ARC, then the application shall be executed on behalf of the Association by an Officer, without incurring any liability on the part of the Board of Directors or the Association to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having a claim for personal injury or property damage arising therefrom.

4.4.4. Timing of Construction.

Any person obtaining approval of the Board of Directors as required by Section 9.2 hereof shall commence construction or alteration in accordance with plans and specifications approved within six months after the date of approval and shall substantially complete any construction or alteration within eighteen months after the date of approval, or within such other period as specified in the approval. Construction shall not be deemed to be completed until the improvement is finished, the Lot has been cleaned of construction debris and the Lot has been landscaped. Notwithstanding the foregoing, the Board of Directors's approval may provide for a different period during which to commence or complete construction. If any such person does not commence work within six months after approval, or such other time period determined by the Board, then approval shall lapse.



4.4.5. No Deviation from Plans.

Any person obtaining approval of the Board of Directors or the ARC shall not deviate materially from the approved plans and specifications without the prior written consent of the Board. Such person shall notify the Board when the alterations or improvements are complete. Approval of any particular plans and specifications or design does not waive the right of the Board to disapprove such plans and specifications, or any elements or features thereof, if such plans and specifications are subsequently submitted for use in any other instance or by any other person.

4.5. Alterations of Dwellings and Lots.

Subject to the provisions of this Declaration of Covenants and other provisions of law, a Lot Owner:

4.5.1. May make any improvements or alterations to the interior portions of a Dwelling constructed within an Owner's Lot that do not affect the structural integrity or mechanical or electrical systems of any other Lot or the Common Areas, or lessen the support of any portion of the Community;

4.5.2. May not change the appearance of the Common Areas or the exterior appearance of any building constructed within the Lot, nor construct or erect any additional improvements within the Lot without advance written approval of the Board of Directors;

4.5.3. Any reconstruction of the exterior portions of any building constructed within a Lot, and the construction of additional improvements within the Lot which receives the permission of the Board of Directors, shall be performed in a manner consistent with the provisions of Section 4.4 hereof.

4.6. Upkeep of Lots.

Each Lot Owner shall, at his or her sole expense, have the right and the duty to keep the Lot, the Dwelling and any other improvements to the Lot in good order, condition and repair and shall do all decorating, landscaping and painting at any time necessary to maintain its good appearance and condition. This right and duty includes the regular mowing of the Lot to prevent weeds and grasses from exceeding twelve inches (12") in height. Each Owner shall perform this Upkeep responsibility in such manner as shall not unreasonably disturb or interfere with the other Owners. The Association may accomplish mowing of any Lot, at the expense of the Owner thereof, if necessary to maintain its good appearance.

4.7. Damaged Improvements.

If a Dwelling or other major improvement located upon a Lot is damaged or destroyed, the Owner thereof shall restore the site either (i) by repairing or reconstructing such building or improvement or (ii) by clearing away the debris and restoring the site to an acceptable condition compatible with the remainder of the Property, provided however that any material alteration of the repaired or restored building or improvement shall be approved by the Board of Directors as set forth in Sections 4.4.2 and 9.2 herein. Unless the Board of Directors permits a longer time period, such work must be commenced within four (4) months after the casualty and be substantially completed within twelve months after the casualty. The four-month period may be extended for a reasonable period thereafter in the event that repairs or reconstruction have not commenced because of factors beyond the control of the Owner, provided that the Owner has exercised and does thereafter continue to exercise due diligence in an effort to commence required work.



ARTICLE V

COMMON AREAS AND FACILITIES

5.1. Common Areas.

The Common Areas of the Community consist of:

5.1.1. The six-foot solid wood perimeter fencing facing Skagit Street.

5.1.2. Any tract identified on the Platting Documents that comprises or contains any private interior roadway that is not dedicated to public use in the Platting process.

5.1.3. Any tract identified on the Platting Documents that comprises or contains private storm-water detention and/or treatment facilities that are not dedicated to public use in the Platting process.

5.1.4. Easement areas identified on the Platting Documents that contain facilities and/or installations for stormwater conveyance or utilities that are not dedicated to public use in the Platting process.

5.1.5. The Declarant may create more Common Areas consistent with approvals of the City of Burlington.

5.2. Lot Owners' Interests In Common Areas - Tracts and Easements Appurtenant to Lots.

The Declarant declares that each Lot in the Community shall have reserved and allocated to it an equal and undivided interest in and rights of use and enjoyment of the Common Areas of the Community. Each such interest shall constitute a perpetual appurtenance to the Lot that shall be deemed included with each Lot in any conveyance of such Lot, irrespective of whether so stated in the conveyance deed. No such interest in the Common Areas may be severed from, mortgaged or conveyed separately from the Lot. Any purported severance, mortgaging or conveyance shall be void.

5.3. Maintenance, Repair and Replacement.

The Association, through its Board of Directors, shall be perpetually responsible for Upkeep of all the Common Areas.

5.4. Schedules for Routine Maintenance and Reserves.

The Board should periodically undertake an analysis of the adequacy of the Association's reserve fund; such analysis should (i) ascertain the probable remaining useful life of each component of the Common Areas that will require replacement or major repairs, (ii) estimate the probable cost of such replacement or repair for each such component, (iii) establish an annual reserve budget that would, when funded, minimize the necessity for the imposition of a special assessment upon the Owners within the foreseeable future.

5.5. Uses of Common Areas - No Interference.

The Common Areas shall be used for their normal intended purposes. No Owner or Occupant shall make any personal or proprietary use of any of the Common Areas, nor shall any person obstruct any of the



Common Areas or place or cause or permit anything to be placed on or in any of the Common Areas without the approval of the Board. Nothing shall be altered or constructed in or removed from the Common Areas except with the prior written consent of the Board of Directors. The Board may promulgate rules and regulations to further govern the uses of Common Areas.

5.6. Right of Access.

Each Lot Owner and Occupant shall afford to the Association, and to its agents or employees, access through the Owner's Lot as may be reasonably necessary for the purposes of maintenance, repair and replacement of the Common Areas. If damage is inflicted on the Lot or its any improvements or appurtenances as a result of such activities, the Association shall be liable for the repair thereof.

ARTICLE VI

SPECIAL MAINTENANCE REQUIREMENTS - SCHEDULE OF REGULAR MAINTENANCE

6.1. Road Maintenance Standards.

In the event that any interior roadway serving the Community is not dedicated to public use in the Platting process, the following standards will apply:

6.1.1. Maintenance of Improved Portions of Common Roadway.

The Association shall perpetually maintain the Common Roadways in a good and sightly condition suitable for their intended purposes, continuously providing all necessary Upkeep thereto, along with periodic sweeping/clearing and snow removal as needed. In particular, the Association shall perform all necessary Structural Repair, Reactive Maintenance and Routine Maintenance, as hereinafter defined.

(a) "Structural Repair" is defined as Upkeep necessitated by normal wear and tear and daily operation over the road surface. The Common Roadway shall be maintained consistent with published City of Burlington standards for such private access roads and/or for signage and traffic control devices.

(b) "Reactive Maintenance" is defined as Upkeep necessitated by unanticipated failures of road surfaces, loss of signs, trees fallen across the road, and the like. It also includes response and repair necessitated by true emergency conditions such as flooding, windstorms, earthquakes, and etc.

(c) "Routine Maintenance" is defined as normal day-to-day Upkeep designed to keep the Common Roadway operational.

6.1.2. Maintenance of Unimproved Portions of Common Roadway.

The Association shall also perform Maintenance to the unimproved portions of the Common Roadway by properly and reasonably caring for useful vegetation located in the unimproved portions of the Common Roadway, by cutting and/or removing and disposing of any brush, trees, and other debris that are not useful and/or that may interfere with normal use of the Common Roadway, and periodically clearing any drainage ditches, swales and/or culverts serving to drain the Common Roadway.



6.1.3. Upkeep of Stormwater Drainage Facilities.

In the event that any storm-water treatment facility serving any portion of the Community is not dedicated to the public in the Platting process, the following standards will apply: Any and all necessary Upkeep to the components of the Stormwater System shall be conducted by the Association in accordance with the provisions of the Storm Water Maintenance Program to be prepared by Declarant's engineers in accordance with the DOE Stormwater Management Manual for Western Washington ["DOE Stormwater Manual"], as the same may be updated from time. The Association shall consistently engage the services of qualified personnel to perform Upkeep to the Stormwater System, and shall maintain provisions in its Budget to ensure that adequate funding shall always exist for such purposes.

6.2. Schedule of Regular Maintenance.

The Board shall develop a schedule of routine maintenance for all components of the Common Areas that require Upkeep, establishing appropriate times during each year when such maintenance should occur. The Board should also periodically undertake an analysis of the adequacy of the Association's reserve fund; such analysis should (i) ascertain the probable remaining useful life of each component of the Common Areas that will require replacement or major repairs, (ii) estimate the probable cost of such replacement or repair for each such component, (iii) establish an annual reserve budget that would, when funded, minimize the necessity for the imposition of a special assessment upon the Owners within the foreseeable future.

6.3. No Amendment Without Consent of City of Burlington.

Each and every provision of Sections 6.1 and 6.2 of this Declaration of Covenants is designed to satisfy conditions of City of Burlington's approval of the Preliminary Plat for this Community. No amendment of any provision of Sections 6.1 and 6.2 of these Covenants shall be valid or enforceable in absence of the advance written consent of the County, through its Department of Planning Department. City of Burlington is expressly declared to be an intended beneficiary of this provision such that it may independently enforce any or all such provisions as a real party in interest.

ARTICLE VII

OWNERS ASSOCIATION

7.1. Name and Form of Association.

The name of the Association shall be "Helgeson 32 Long Plat Association." The Association has been or will be incorporated by the Declarant as a non-profit corporation under the laws of the State of Washington. The rights and duties of the members and of said corporation shall be governed by the provisions of the Homeowners Association Act and of this Declaration of Covenants. The Association shall remain organized as a nonprofit corporation. In case of any conflict between Chapter 24.06 RCW, the Nonprofit Miscellaneous and Mutual Corporations Act, and the Governing Law, the Governing Law shall control.

7.2. Purposes and Powers of Association.



7.2.1. Purpose of the Association.

The Association has the general responsibility to maintain, repair, replace, manage and provide insurance coverage for the Common Areas of the Community, to enforce the Covenants contained herein and to perform such other and further functions as may be described in the Governing Documents.

7.2.2. Powers of the Association.

The Association shall have, through its Board of Directors, all powers available to homeowners associations under the Governing Law, along with such additional powers as may be prescribed in the Governing Documents.

7.3. Lapse of Corporate Status - Personal Lot-Owner Liability Created.

7.3.1. Association Must Remain Incorporated.

The Association shall have perpetual existence. The Lot Owners shall not permit its corporate charter to be dissolved or abandoned, nor may the Association's obligations under this Declaration of Covenants with respect to the Common Areas be altered or abandoned.

7.3.2. Incorporation Protects Owners - Owners Personally Liable Upon Abandonment.

Should the corporate charter for the Association be dissolved for any reason in violation of the foregoing, the Lot Owners shall become jointly and severally liable for all obligations imposed upon the Association under these Covenants. The corporate status of the Association exists to protect Lot Owners from personal liability, to the fullest extent provided by law.

7.4. Membership an Appurtenance.

The Owner of each Lot in the Community shall be a member of the Association, and such membership shall be an inseparable appurtenance to the Owner's Lot.

7.5. Membership and Voting Rights.

Membership and voting rights are specified in the Articles of Incorporation and Bylaws of the Association

7.6. Bylaws of Association.

Bylaws for the administration of the Association and for other purposes not inconsistent with the Homeowners Association Act and this Declaration of Covenants shall be adopted by Board of Directors of the Association.

7.7. Perpetual Existence - Rights of City of Burlington.

The Association shall have perpetual existence; it may not be dissolved or abandoned, nor may the Association's obligations under this Declaration of Covenants with respect to the Common Areas be altered or abandoned absent the advance written approval of the City of Burlington, following a public hearing



before the Planning Commission. Should the corporate charter for the Association be dissolved for any reason in violation of the foregoing, the Association shall become a partnership under which the Lot Owners shall be jointly and severally liable for all obligations imposed upon the Association under these Covenants.

ARTICLE VIII

MANAGEMENT OF ASSOCIATION

8.1. Management by Declarant.

The Declarant has reserved the rights to (a) appoint and remove the Officers and members of the Board of Directors of the Association, and (b) veto or approve a proposed action of the Board or the Association, for a period of time known as the "Declarant Control Period". Limitations on the Declarant Control Period are specified in Section 16.5.2 hereof..

8.2. Professional Management.

Provisions for professional management of the Association appear in the Bylaws.

8.3. Authority of the Board.

8.3.1. General Authority.

The Board, for the benefit of the Community, shall enforce the provisions of the Governing Documents and shall have all powers and authority granted to the Board or the Association under the Homeowners Association Act and this Declaration that are not expressly subject to the approval of the Owners. The Board has the statutory power to adopt Rules and Regulations to facilitate the proper governance of the Community.

8.3.2. Incurring and Payment of Common Expenses.

The Board shall acquire and shall pay for, as Common Expenses, all goods and services deemed necessary or desirable for the proper functioning of the Association.

8.3.3. Acquisition of Property.

The Board may acquire and hold in the name of the Association, for the benefit of the Owners, tangible and intangible personal property and real property and interests therein, and may dispose of the same by sale or otherwise. Such property shall thereafter be held, sold, leased, rented, mortgaged or otherwise dealt with for the benefit of the Association as the Board may direct.

8.3.4. No Business Authority.

Nothing herein contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all of the Owners or any of them.



8.3.5. Board as Attorney in Fact.

Each Owner, by the act of becoming an Owner of a Lot, shall be deemed to have irrevocably appointed the Board of Directors as his or her attorney-in-fact, with full power of substitution, to take such actions as are reasonably necessary to perform the duties of the Association and Board hereunder, including, but not limited to, the duties to maintain, repair and improve the Property, to grant licenses and easements, and to secure and distribute condemnation awards and/or insurance proceeds affecting the Common Areas.

ARTICLE IX

PERMITTED USES

9.1. Permitted Uses.

9.1.1. Residential Use.

The Lots in this Community shall be used for residential purposes and for common social, recreational or other reasonable uses normally incident to such purposes. Portions of a Dwelling may also be used for a professional office or other form of home business office, provided that such use is consistent with all applicable laws, ordinances and regulations of any governmental authority, and provided that no such use will involve excessive levels of customer traffic or bulk shipping or receiving.

9.1.2. Commercial Use Restricted.

Other than any commercial uses authorized in Section 9.1.1 hereof, there shall be no commercial uses permitted on the property.

9.1.3. Vehicle Parking and Use.

(a) General Restrictions.

Driveway areas within Lots are restricted to use for parking of operable, properly registered automobiles, light trucks and family vans [collectively "automobiles"]; other items and equipment may be parked or kept therein only if expressly permitted by Rules and Regulations and only in such areas, if any, as may be designated for such purpose by the Board of Directors. Only two (2) automobiles may be parked outside of a garage within the Lot, and no automobiles may be parked in any area of the Lot other than a garage, the driveway area, or a permanent parking pad attached to the driveway. Parking is not permitted on the Common Roadway in Phase 1, and may be permitted by the City of Burlington on the Common Roadway in Phase 2. The Board of Directors may promulgate further regulations regarding vehicle parking in the Community.

(b) Recreational and Junk Vehicles.

Junk vehicles (as defined in RCW 46.55.010), large commercial vehicles, trailers, motor homes, boats, large trucks, tractors, and other similar types of vehicles or equipment may not be stored, kept or maintained anywhere on the Property except within a lawfully constructed garage. The Board may require removal of any such vehicle or equipment if not properly stored. If the same is not removed, the



Board may cause removal at the risk and expense of the owner thereof, under such reasonable procedures as may be provided by Rules and Regulations adopted by the Board.

(c) Guest Parking.

Provisions for guest parking will be established to satisfy requirements of the City of Burlington in the Platting process.

(d) Vehicle Operation and Use.

Vehicles shall be operated in a responsible manner while within the Property. Vehicle repairs other than ordinary light maintenance are not permitted anywhere on the Property. Use of unlicensed off-road vehicles within the Common Areas is prohibited. The Board of Directors may promulgate further regulations regarding vehicle operation in the Common Areas.

9.1.4. Underground Utilities.

All utilities must be located underground.

9.1.5. Surface Water Run-Off.

No Lot shall be improved in such a way as to cause excess surface water run-off that may damage or inconvenience other Lots or contiguous properties or the Owners thereof.

9.1.6. Lighting.

No exterior lighting shall exceed 100 watts in output per fixture; each light shall be shielded so that it does not cast light outside the boundaries of the Owner's Lot. Common Area lighting fixtures that add to the safety or appearance of the Community shall not be controlled by these provisions, but instead shall be controlled by design specifications of the City of Burlington..

9.1.7. Signs.

No sign of any kind shall be displayed to the public view on or from any Lot or Common Areas without the prior consent of the Board; provided that this Section shall not be deemed to prohibit the Owner of a Lot from displaying a reasonable sign (one only) on such Lot for a period of time in which the Lot is for sale or rent. Signs must be of professional design and a standard size of twenty-four inches (24") by twenty inches (20"). No more than one sign per Lot is permitted without the express written approval of the Board. The Board may by resolution modify these requirements and/or establish further policies regarding signs. The Board's judgment in such matters, adopted in good faith, shall be conclusive except as to matters governed by local, state or federal law.

9.1.8. Animals.

The ownership and keeping of up to two (2) well-behaved dogs, cats or other limited types of species of animals that do not normally leave a Lot is permitted, subject to Rules and Regulations that may be adopted by the Board of Directors. Other types of animals may be permitted by approval of the Board, subject to such rules, regulations or other conditions as may be determined from time to time by the Board.



The owner of any animal maintained within the Community shall keep such animal properly attended and under such owner's control, in accordance with City of Burlington's "leash law," and shall clean up after such animal and shall not permit deposits of fecal matter, urinary residue or foodstuffs from or for such animal to accumulate anywhere on the Common Areas. Any person who keeps or maintains any animal upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association and each Lot Owner free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such animal within the Property. The Board may at any time adopt additional rules or regulations regarding animals and may require the removal of any animal that it finds is or has become an unreasonable source of annoyance, and may exercise this authority for specific animals even though other animals are permitted to remain.

9.1.9. Noise - Offensive or Illegal Activity.

No person shall cause any unreasonably loud noise anywhere within the Property. No noxious, excessively smelly, offensive or illegal activity shall be carried on in any Lot or Common Areas, nor shall anything be done therein that may be or become an unreasonable source of annoyance or nuisance to other Owners, nor shall any person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any person lawfully present on any portion of the Property.

9.1.10. Compliance with Environmental Laws.

Use of the Lots and Common Areas of this Community may be subject to various federal, state and local laws, regulations and guidelines now in effect and/or hereafter enacted, relating to or affecting the Property, concerning the impact on the environment of construction, land use, and the maintenance and operation of structures located thereon. No Lot Owner shall cause, or permit to be caused, any act or practice by negligence, or omission, or otherwise, that would adversely affect the environment or do anything or permit anything to be done that would violate any of the said laws, regulations or guidelines. The foregoing shall cover all requirements whether or not foreseeable at the present time and regardless of their expense.

9.1.11. Hazardous Substances.

A person shall maintain or store on or in the Community only such property and materials that may be legally possessed by such person. No person shall improperly store within or release from a Lot or into the common Areas any petroleum distillates, liquid or aromatic hydrocarbons, medical wastes or infections biological agents, acids, caustics, carcinogens, mutagens, heavy metals, or any other inflammable toxic, explosive, radioactive, or other type of substance that may be hazardous to either the Community or to the public health or safety, or the halt or safety of any lawful occupants of the Community, any and all such substances being known herein as Hazardous Substances.

9.1.12. Mining.

No Lot shall be used for the purposes of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth except with the prior written approval of the Board of Directors.



9.1.13. Trash or Accumulated Materials.

No burning of any trash and no accumulation or storage of litter, refuse, business inventory, bulk materials, goods or equipment used in a trade or business, building materials, or trash of any other kind shall be permitted on any Lot. All trash and garbage shall be stowed in sanitary trash containers prior to disposal, and shall not be permitted to accumulate within any Lot outside of a container. Trash containers shall be stored and screened from view from neighboring properties, the street front, and from Common Areas. Trash containers shall be subject to regulation by the Board of Directors. No incinerator shall be kept or maintained upon any Lot.

9.1.14. Landscaping Restrictions.

Street trees required by the City of Burlington shall be maintained by the Owner of the Lot within which the tree is installed, unless the Association takes responsibility for such maintenance. No tree, hedge or other landscape feature shall be planted or maintained in a location that obstructs sight-lines for vehicular traffic on public streets or on any private roadways maintained by the Association. Pavement, plantings and other landscape materials shall not be placed or permitted to remain upon any Lot: (i) if such materials may damage or interfere with any easement for the installation or maintenance of utilities; (ii) in violation of the requirements of such easements; (iii) unless in conformity with public utility standards; of (iv) if such materials may unreasonably change, obstruct or retard direction or flow of any drainage channels. Otherwise, the installation of such materials within utility easements shall be encouraged. Except for hoses and the like that are reasonably necessary in connection with construction activities or normal landscape maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, television cable or other similar transmission line shall be installed or maintained upon any Lot above the surface of the ground.

9.1.15. Fences.

All fencing in the Community shall be subject to Design Guidelines, for consistency of design. The perimeter fencing along Skagit Street will be installed according to City of Burlington specifications. Design Guidelines may regulate the composition, color and placement of fencing. No perimeter fence or other permanent fencing shall be allowed in the Lots' front yards. Except as provided below, fences are permitted to enclose side and back yards only, and shall be not more than six feet (6') in height. No chain link fences are permitted. No unsightly items may be hung on any fencing.

9.1.16. Exterior Appearance - Solar Heat Screening.

No foil or other reflective materials shall be used on any windows for sun-screens, blinds, shades or other purposes. No window-mounted air-conditioners or heating units are permitted. Solar heat screens and non-reflective window-tinting are permitted subject to Design Guidelines.

9.1.17. Open Fires.

Open burning is not permitted on the Property, except that outdoor fireplaces, grills and chimneys may be used if equipped with fire screens to prevent the discharge of embers or ashes.



9.1.18. Mailboxes and Newspaper Tubes.

Only mailboxes approved by the U.S. Postal Service and the City of Burlington are permitted, located only in the Common Areas or within the right of way of any City street. The Board of Directors may regulate the placement of newspaper tubes within the Lots.

9.1.19. Television and Radio Antennas, Dishes.

No satellite TV antennas/dishes greater than one meter in width may be installed within a Lot. Ham radio and "citizens band" antennas may be used for transmission purposes only so long as they are not visible from the roadway and do not cause interference with electronic equipment of neighboring property owners. No reception or transmission devices may be located within the Common Areas unless expressly permitted by the Board of Directors.

9.1.20. Lease Restrictions.

Any lease agreement shall be required and deemed to provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration of Covenants, the Bylaws and Rules and Regulations, and that any failure by the Lessee to comply with such provisions shall be a default under the lease, entitling the Association to enforce such provisions as a real party in interest. All leases shall be in writing. A lease, as defined herein, shall include month-to-month rentals. Owners must provide a fully-executed copy of any such lease to the Board prior to occupancy by the lessee. Any tenant or subtenant of any portion of a Lot shall be deemed to have assumed all the responsibilities of an Owner under this Section of the Declaration of Covenants. Owners must provide a copy of these Covenants to their tenants. See Section 13.7 hereof.

9.1.21. Assignment or Subleasing.

The assignment or subleasing of a Lot shall be subject to the same limitations as are applicable to the leasing or renting thereof. An Owner or tenant may not exempt himself or herself from any liability under this Declaration or the Bylaws or Rules and Regulations by assigning or subleasing the occupancy rights to his or her Lot.

9.1.22. Effect on Insurance.

Nothing shall be done or maintained in any Lot or in the Common Areas that will increase the Association's rates of insurance without the prior written consent of the Board. No Owner shall permit anything to be done or maintained in his or her Lot or in the Common Areas that will result in the cancellation of insurance on any Lot or any part of the Common Areas.

9.1.23. Uses by Declarant.

The Declarant has reserved Special Declarant Rights in Section 16.6 hereof, which permit the Declarant to make certain uses of the Common Areas of this Community.

9.2. Architectural Control.



9.2.1. General Authority of Declarant and Board of Directors.

To assure the health, safety and enjoyment of persons lawfully using any portion of this Community, and to promote visual harmony within the Community, the Architectural Review Coordinator ("ARC") shall have the power to enforce architectural control over the improvements constructed within the Community. Initially, as provided in Section 4.4 hereof, the Declarant shall perform such architectural control, and may regulate the external design, signage, appearance, construction, use and Upkeep of the Property in accordance with Design Guidelines adopted for this purpose. Following the termination of the Declarant Control Period, or at such earlier time as the Declarant may permit, the Board of Directors may promulgate or modify Design Guidelines for the Community and may perform architectural control to the extent permitted in this Declaration of Covenants. The Board of Directors shall have the power to impose reasonable application fees to evaluate any additions or changes to a Dwelling proposed by an Owner; such fees shall constitute a Limited Common Assessment against the affected Owner.

9.2.2. Time for Approval - No Construction Prior to Approval.

The ARC shall approve or disapprove plans, specifications and details within fourteen (14) days of receipt thereof. If the ARC fails to respond within such period, then the plans shall be deemed approved. No construction activity may commence prior to such approval.

9.2.3. Authority to Grant Variances.

The ARC shall have the authority, either by act or omission, to waive enforcement of or grant variances from any written Design Guidelines without a specific finding that enforcement of such guidelines would impose an unfair burden on such Owner, but describing the variance and the reasons therefor in a written instrument that shall be part of the records of the Association. Upon such written approval of any specific variance or exception from the requirements of the Design Guidelines, all development conforming to such variance or exception shall be deemed lawful.

9.2.4. Authority to Delegate Review Functions.

The Declarant may designate an individual to perform the architectural review functions of the ARC described in Section 9.2.1 hereof. Following the termination of the Declarant Control Period, the Board of Directors of the Association may designate an individual to be the ARC, or establish an Architectural Review Committee (also to be known as the "ARC"), to coordinate compliance with the Design Guidelines of the Community.

9.2.5. No Liability for Architectural Review.

Neither the Declarant nor the Association nor any permitted designee shall be liable to any party for any good faith action or failure to act under the provisions of this Declaration of Covenants.

ARTICLE X

ASSESSMENTS AND LIENS FOR COMMON EXPENSES



10.1. Assessments for Common Expenses.

10.1.1. Liability of Lots.

Except as provided in Section 10.1.4 hereof, liability for Common Expense Assessments shall be allocated among the Lots on the following basis: Each Lot has allocated to it an equal share of the total Common Expense Liability described in Section 10.2 hereof.

10.1.2. Timing of Payments.

Until changed by resolution of the Board of Directors, Assessments against each Lot for its share of the Common Expenses shall be due and payable on the first day of the month of February. The Board may adopt further payment policies that permit payment in installments under conditions to be determined by the Board.

10.1.3. Special Assessments.

The Board of Directors may levy a Special Assessment for the purpose of defraying the cost of any unexpected repair or other nonrecurring contingency, or to meet any other deficiencies in operations or reserves occurring from time to time, but by statute, the Budget Ratification process described in Section 10.2 must be undertaken by the Board with respect to any such Assessment.

10.1.4. Limited Common Assessments.

(a) Common Expenses associated with any Upkeep provided by the Association to a Lot, or for supplying any goods or services to one or more but fewer than all Lots, and any other costs, fees, charges, insurance deductibles or fines imposed or incurred by the Association that are or become associated with the Lot under this Declaration of Covenants, along with any costs and/or attorney's fees recoverable under the Governing Documents, and interest on any delinquent account, shall constitute Limited Common Assessments, to be assessed exclusively against the Lot(s) so benefitted.

(b) To the extent that any Common Expense is caused by the gross negligence or misconduct of any Lot Owner, the Association may, subject to the provisions of the Bylaws, levy a Limited Common Assessment for that expense against the Owner's Lot.

(c) Unless otherwise directed by the Board, any Limited Common Assessment shall be due and payable within thirty (30) days following its imposition.

10.2. Annual Budget - Development and Ratification.

10.2.1. Budget for Common Expenses.

Not less than 45 days prior to the Annual meeting of the Association, or at such other time as may be deemed necessary or desirable by the Association's accountant, the Board shall prepare an Annual Budget that shall estimate the Common Expenses, described generally in the 2.5 hereof, to be paid during such year. The Budget shall also contain provisions for creating, funding and maintaining reasonable reserves for major repairs and replacements of components of the project for which the Association is responsible, capital improvements approved by the membership or required by public authorities, and the



amount of any deductible under any insurance policy obtained by the Association. The Budget shall further take into account any expected income and any surplus available from the prior year's operating fund. The income necessary to balance the expenses identified in the Budget shall comprise the Common Expense Assessments to be allocated among the Lots. Reserve funds are subject to statutory requirements described with specificity in the Bylaws.

10.2.2. Meeting of Association to Ratify Budget.

Within thirty days after adoption of any proposed budget for the Association, the Board of Directors shall provide a summary of the budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen nor more than sixty days after mailing of the summary. Unless at that meeting the Owners to which a majority of the votes in the Association are allocated reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board of Directors. This procedure shall be deemed to govern both general assessments and special assessments.

10.3. Accounts; Commingling Prohibited - Maintained in State.

Amounts collected by the Board of Directors as Assessments against the Lots for operating expenses or Reserves shall be kept in accounts in the name of the Association and shall not be commingled with funds of any other Association, nor with the funds of any Managing Agent or any other person responsible for the custody of such funds. Any reserve funds shall be kept in one or more insured, segregated accounts and any transaction affecting such funds, including the issuance of checks, shall require the signature of at least two persons who are Officers or Directors of the Association. Accounts in the name of the Association over which a Managing Agent has any control must be maintained in a financial institution located in the State of Washington.

10.4. Surplus Funds.

Any surplus funds of the Association remaining after payment of or provision for Common Expenses and any prepayment of reserves shall, in the discretion of the Board of Directors, either be paid to the Lot Owners in proportion to their assigned percentages of Common Expense Liability reflected in Section 10.1.1 hereof, or credited to them to reduce their future Common Expense Assessment liability.

10.5. Owners Personally Liable for Common Expenses.

Each Assessment shall be the joint and several obligation of the Owner(s) of the Lot to which the same are assessed as of the time the Assessment is due. Suit to recover a personal judgment for any delinquent Assessment shall be maintainable in any court of competent jurisdiction without foreclosing or waiving the lien securing such sums. No Lot Owner may exempt himself or herself from liability with respect to the Common Expenses by waiver of the enjoyment of the right to use any of the Common Areas or by leasing, rental or abandonment of his or her Lot or otherwise. The failure or delay of the Board of Directors to adopt the Annual Budget for any year shall not constitute a waiver or release in any manner of a Lot Owner's obligation to pay his or her allocable share of the Common Expenses as herein provided, and in the absence of an Annual Budget or adjusted Annual Budget, each Lot Owner shall continue to pay (with or without notice) a monthly Assessment at the rate established for the preceding fiscal year until an

Assessment is made under a current Annual Budget or adjusted Annual Budget and notice thereof has been sent to the Lot Owner.

10.6. Liability Following Conveyance of Lot.

A selling Lot Owner shall not be liable for the payment of any part of the Common Expenses assessed against the subject Lot subsequent to a sale, transfer or other conveyance of the Lot. The purchaser of a Lot shall be jointly and severally liable with the selling Lot Owner for all unpaid Assessments against the Lot up to the time of the conveyance, without prejudice to the purchaser's right to recover from the selling Lot Owner the amounts paid by the purchaser therefore. The holder of a mortgage or other purchaser of a Lot who obtains the right of possession of the Lot through foreclosure shall not be liable for Assessments that became due prior to such right of possession other than as provided in Section 10.9.2 hereof. Such unpaid Assessments shall be deemed to be Common Expenses collectible from all the Lot Owners, including such mortgagee or other purchaser of the Lot. Foreclosure of a mortgage does not relieve the prior Owner of personal liability for Assessments accruing against the Lot prior to the date of such sale as provided above.

10.7. Lien for Assessments.

The Association shall have a lien on a Lot for any unpaid Assessments levied against a Lot from the time the Assessment is due. If an Assessment is payable in installments, the Association has a lien for each installment thereof as and when it become due.

10.8. Perfection of Lien - Automatic.

Recording of this Declaration of Covenants constitutes record notice and perfection of the lien for Assessments. While no further recording of any claim of lien for Assessments shall be required to perfect the Association's lien, the Association may record a notice of claim of lien for Assessments under this section in the real property records of the county in which the Project is located.

10.9. Priority of Lien.

10.9.1. A lien under this Section shall be prior to all other liens and encumbrances on a Lot except: (a) Liens and encumbrances recorded before the recording of the Declaration of Covenants; (b) a mortgage on the Lot recorded before the date on which the Assessment sought to be enforced became delinquent; and (c) liens for real property taxes and other governmental assessments or charges against the Lot.

10.9.2. The Association's lien shall also be prior to the mortgages described in subpart (b) of Section 10.9.1 hereof, to the extent of Assessments for Common Expenses, excluding any amounts for capital improvements, based on the annual Budget adopted by the Association that would have become due during the six months immediately preceding the date of a sheriff's sale in an action for judicial foreclosure by either the Association or a mortgagee, the date of a trustee's sale in a nonjudicial foreclosure by a mortgagee, or the date of recording of the declaration of forfeiture in a proceeding by the vendor under a real estate contract.



10.10. Enforcement of Lien.

The lien arising under this Section shall be enforced judicially by the Association or its authorized representative in the manner set forth in chapter 61.12 RCW. The Association or its authorized representative shall have the power to purchase the Lot at the foreclosure sale and to acquire, hold, lease, mortgage, or convey the same. Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial foreclosure action, the period of redemption shall be eight months. The Association may elect to take a deed in lieu of foreclosure in any such proceeding. In the event that the Governing Law is amended to include a nonjudicial foreclosure remedy, this Declaration may be amended to include such a remedy, and the Association shall be permitted to act as the "grantor" of all Lots in the Community to facilitate the amendment.

10.11. Limitation of Lien Enforcement.

A lien for unpaid Assessments and the personal liability for payment thereof is extinguished unless proceedings to enforce the lien are instituted within six years after the amount of the Assessments sought to be recovered becomes due.

10.12. Rent Subject to Lien for Assessments - Other Remedies for Nonpayment.

10.12.1. Rent Payable to Association Upon Default of Owner.

If a Lot is rented or leased by its Owner, and if the Owner becomes delinquent in the payment of assessments for more than 90 days, the Association may collect the delinquent amount from the tenant, who shall pay over to the Association so much of the rent for such Lot as is required to pay such delinquency, plus interest, attorneys' fees and other costs of collection. In order to avail itself of the remedy contained in this Subsection, the Association shall first send a notice jointly to the Owner and the Tenant by First Class U.S. Mail, advising both parties [a] of the Owner's delinquency in assessments [b] of the tenant's obligations under this Subsection of the Declaration, and [c] notifying both parties that if such delinquency is not cured within ten (10) days of mailing, the tenant must commence paying rent to the Association until the delinquency has been cured. The tenant shall not have the right to question payment to the Association, and such payment shall discharge both the tenant's duty to pay rent to the Lot Owner and the Lot Owner's obligation to pay assessments, *pro tanto*. The Association shall not resort to this remedy where a receiver has been appointed and is collecting such rents, as provided immediately below in Section 10.10.2.

10.12.2. Association Entitled to Appointment of Receiver.

From the time of commencement of an action by the Association to foreclose a lien for nonpayment of delinquent Assessments against a Lot that is not occupied by the Owner thereof, the Association shall be entitled to the appointment of a receiver to collect from the lessee thereof the rent for the Lot as and when due. If the rent is not paid, the receiver may obtain possession of the Lot, refurbish it for rental up to a reasonable standard for rental Lots in this type of project, rent the Lot or permit its rental to others, and apply the rents first to the cost of the receivership and attorneys' fees thereof, then to the cost of refurbishing the Lot, then to applicable charges, then to costs, fees, and charges of the foreclosure action, and then to the payment of the delinquent Assessments. The exercise by the Association of the foregoing rights shall not affect the priority of preexisting liens on the Lot.



10.13. Remedies Cumulative.

The remedies provided are cumulative and the Board may pursue them concurrently, along with any other remedies that may be available under the law although not expressed herein.

ARTICLE XI

INSURANCE MATTERS

11.1. Insurance for Association - Authority, Name of Insured.

The Board of Directors may obtain and maintain casualty and liability insurance under such terms and for such amounts as shall be deemed necessary by the Board of Directors. The name of the insured under any such policy shall be "Helgeson 32 Long Plat Association."

11.2. Deductible Under Association Policies.

The deductible, if any, on any policy of insurance purchased by the Board of Directors, shall be paid by the Association as a Common Expense. Funds to cover the deductible should be included in the Association's operating reserve account.

11.3. Insurance for Owners - Flood Insurance.

The Community has been determined to lie within the 100 year flood plain. As a result, flood insurance may be required of Lot Owners. Each Lot Owner should consult a knowledgeable insurance agent to obtain necessary coverage.

ARTICLE XII

CONDEMNATION

In the event that Common Areas of the Community are become subject to eminent domain proceedings, the Association shall be a necessary party to such proceedings.

ARTICLE XIII

COMPLIANCE WITH LAW AND COVENANTS

13.1. Compliance by Owners and Occupants.

Each Owner and occupant of a Lot shall comply strictly with the provisions of the Governing Documents. All remedies provided the Association in this Article may be enforced against any tenant or other occupant of a Lot.



13.2. Enforcement by Association.

The Board of Directors shall have primary responsibility for maintaining and enforcing compliance with the covenants, conditions and restrictions contained in the Governing Documents.

13.3. Legal Proceedings.

Failure to comply with any of the terms of the Governing Documents shall be grounds for legal relief, including without limitation, actions to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of Assessments, or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association or, if appropriate, by any aggrieved Owner, and shall not constitute an election of remedies.

13.4. Costs and Attorney's Fees.

The Association shall be entitled to recover any costs and reasonable attorneys' fees incurred in connection with the collection of delinquent Assessments, whether or not such collection activities result in suit being commenced or prosecuted to judgment. In addition, the Association shall be entitled to recover costs and reasonable attorneys' fees if it prevails on appeal and in the enforcement of a judgment. In any other proceeding arising out of an alleged default by an Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorney's fees as may be determined by the court. In the event that the prevailing party is the Association, the costs and attorney's fees so awarded shall constitute a Limited Common Assessment against the Owner's Lot. An aggrieved Owner shall also be entitled to an award of costs and attorney's fees in a proceeding initiated by such Owner.

13.5. No Waiver of Rights.

The failure of the Association, the Board of Directors or of an Owner to enforce any right, provision, covenant or condition that may be granted by the Governing Documents or the Governing Law, shall not constitute a waiver of the right of the Association, the Board or the Owner to enforce such right, provision, covenant or condition in the future.

13.6. Remedies Cumulative.

A suit to recover a money judgment for unpaid Assessments may be maintained without foreclosing or waiving the lien securing the same, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment. All rights, remedies and privileges granted to the Association, the Board of Directors or any Owner pursuant to any term, provision, covenant or condition of the Governing Documents or the Governing Law shall be deemed to cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Governing Documents or the Governing Law or at law or in equity.

13.7. Occupants Subject to Rights and Responsibilities of Owners.

Any tenant or other Occupant of a Lot shall be deemed to be bound by all portions of the Governing Documents that are binding upon the Owner. All rights, remedies and procedures available to the Association when dealing with Owners under the Governing Documents shall be available to the Association



when dealing with any tenant of an Owner. In addition, the Association shall have the right (but not the obligation) to terminate the lease of a tenant who, in a hearing held pursuant to the Bylaws, has been found to have violated the Governing Documents; the Association shall be deemed a "real party in interest" in any legal proceeding brought to enforce this right. The Association shall not resort to this remedy unless the Owner of the Lot occupied by such tenant has failed and refused to take steps designed to cure the tenant's violation(s) within sixty (60) days following notice from the Association to the Owner of the necessity for such curative action.

ARTICLE XIV

LIMITATION OF LIABILITY

14.1. No Liability for Equipment Failure, Etc.

Except to the extent covered by insurance obtained by the Board pursuant to Article XI, neither the Association nor the Board nor the Declarant shall be liable for any failure of any equipment or services obtained by the Board, or for injury or damage to person or property caused by the elements, or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance or orders of a governmental authority. No diminution or abatement of liability for Common Expense Assessments shall be claimed or allowed for any such injury or damage, or for such inconvenience or discomfort.

14.2. No Bailment.

Neither the Board of Directors, the Association, any Owner nor the Declarant shall be considered a bailee of any personal property stored or placed on the Common Areas (including property located in vehicles parked on the Common Areas), whether or not exclusive possession of the particular area is given to an Owner for parking or otherwise, nor shall they be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

ARTICLE XV

MORTGAGEE PROTECTION

This Article establishes certain standards and covenants which are for the benefit of the holders, insurers and guarantors of certain mortgages. This Article is supplemental to, and not in substitution for, any other provisions of the Governing Documents, but in the case of conflict, this Article shall control.

15.1. Percentage of Eligible Mortgagees.

Wherever in this Declaration of Covenants the approval or consent of a specified percentage of Mortgagees is required, it shall mean the approval or consent in writing of Eligible Mortgagees holding first lien mortgages on Lots, and the percentage shall be based upon the votes attributable to Lots with respect to which Eligible Mortgagees have an interest.



15.2. Notice of Actions.

The Association shall give prompt written notice to each Eligible Mortgagee and Eligible Insurer of, and each Lot Owner hereby consents to, and authorizes the giving of notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Planned Community or any Lot in which there is a first mortgage held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable;

(b) Any delinquency in the payment of Common Expense Assessments owed by a Lot Owner whose Lot is subject to a first mortgage held, insured, or guaranteed, by such Eligible Mortgagee or Eligible Insurer, as applicable, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposal to amend this Declaration of Covenants in any respect that could have a materially adverse affect on any Mortgagee, which amendment shall require approval in writing by Eligible Mortgagees and/or Eligible Insurers who represent at least 67% of the votes of Unit estates that are subject to mortgages held by Eligible Mortgagees/Insurers. See also Section 17.4.2, governing the separate rights of Declarant's lender.

15.3. Inspection of Books.

The Association shall maintain current copies of the Declaration of Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, books and records and financial statements. The Association shall permit any Eligible Mortgagee, Eligible Insurer or other first mortgagee of a Lot, or the authorized agent of any of the foregoing, to inspect the books and records of the Association during normal business hours.

15.4. Financial Statements.

The Association shall provide any Mortgagee or Eligible Insurer who submits a written request, a copy of its annual financial statement within one hundred twenty (120) days following the end of each fiscal year of the Association. Such financial statement shall be audited by an independent certified public accountant if: the Association's budget for annual assessments is less than fifty thousand dollars and any Eligible Mortgagee or Eligible Insurer requests it, in which case the Eligible Mortgagee or Eligible Insurer shall bear the cost of the audit.

15.5. Enforcement.

The provisions of this Article are for the benefit of Eligible Mortgagees and Eligible Insurers and their successors, and may be enforced by any of them by any available means, at law, or in equity.

15.6. Attendance at Meetings.

Any representative of an Eligible Mortgagee or Eligible Insurer may attend and address any meeting which a Lot Owner may attend.



15.7. Limitations on Mortgagees' Rights.

15.7.1. General Limitations.

No requirement for approval contained in this Article may operate to (1) deny or delegate control over the general administrative affairs of the Association by the Lot Owners or the Board of Directors, or (2) prevent the Association or the Board of Directors from commencing, intervening in, or settling any litigation or proceeding, or receiving and distributing any insurance proceeds except as provided in this Declaration of Covenants.

15.7.2. Implied Approval by Mortgagee.

The failure of an Eligible Mortgagee or Insurer to respond within sixty (60) days to any written request of the Association delivered by certified or registered mail, "return receipt requested" for approval of an amendment to the Governing Documents, or wherever Eligible Mortgagee or Insurer approval for an action of the Association is required, shall constitute an implied approval of the action or amendment.

ARTICLE XVI

EASEMENTS AND SPECIAL DECLARANT RIGHTS

16.1. Easements for Lots, Lot Owners and Association Functions.

16.1.1. General Provisions Applicable to Article XVI.

The easements that are described in this Article XVI are intended to be perpetual and appurtenant to the Lots in the Community, variously benefitting and burdening the Lots as hereinafter described.

16.1.2. Basic Easements for Lots.

Each Lot has an easement in and through each other Lot for lateral and/or subjacent support, and each Lot has an easement in and through the Common Areas for ingress, egress and utilities.

16.1.3. Easement for Association Functions.

There is hereby granted and reserved to the Association, or its duly authorized agents and representatives, such easements as are necessary to perform the duties and obligations of the Association as are set forth in the Governing Documents.

16.1.4. Easements for Utilities.

A non-exclusive perpetual blanket easement is hereby granted over and through the Common Areas of the Community for ingress, egress, installation and Upkeep of any utility lines, pipes, wires, ducts, conduits and/or other facilities and equipment designed to provide utilities of any type, whether public or private. Any pipes, conduits, lines, wires, transformers or any other apparatus necessary for the provision



or metering of any utility may be installed, maintained or relocated where permitted by the Declarant or where approved by resolution of the Board of Directors. See the Platting Documents for further details.

16.2. Easements Shown on Platting Documents.

Newly created easements shown on any Platting Document are hereby confirmed in advance. Any easement shown on the Platting Documents that benefits one or more Lots in the Community, or that benefits any third parties or any real property not included within the Project, confers various rights and benefits upon such third parties or owner(s) of any such real property, and may also impose obligations upon the Association. Reference should be made to the Platting Documents.

16.3. Easement for Emergency Access.

A non-exclusive perpetual easement is hereby granted on, over, under and across the Common Areas to all police, fire, ambulance and other rescue personnel for the lawful performance of their functions during emergencies.

16.4. Easements for Declarant.

The Declarant reserves to itself and its any lawful successors an easement through the Common Areas for any and all activities necessary or desirable to complete the development of the Community or for exercising Special Declarant Rights.

16.5. Special Declarant Rights.

16.5.1. General Reservation.

The Declarant has reserved the following Special Declarant Rights for the purpose of furthering and completing the development of the Community: To complete any improvements indicated on the Platting Documents filed with the Declaration of Covenants; to exercise any Development Right reserved by the Declarant in this Declaration of Covenants; to maintain sales offices, management offices, signs advertising the Community, and models on the Property, all in such location or locations as the Declarant may unilaterally determine; to use easements through the Common Areas for the purpose of making improvements within the Community; and to control the Association during the Declarant Control Period described in Section 16.6.2 below. The Declarant shall be deemed to hold a proxy from all Lot Owners during the Declarant Control Period for all such purposes.

16.5.2. Declarant Control Period.

The Declarant has reserved the right to designate a majority of the members of the Board of Directors of the Association, and to appoint or remove any Officer or Director of the Association or any member of any Committee, or to veto or disapprove any proposed action of the Association, for a period of time not to exceed seven (7) years from the date of this Declaration of Covenants, subject to the following limitations: The Declarant Control Period shall terminate sixty days after conveyance of one hundred percent of the Lots that may be created in the Community to Owners other than the Declarant. The Declarant may assign its rights under this subsection to or share such rights with one or more other persons, exclusively, simultaneously or consecutively with respect to the Common Areas and Lots owned or leased by the Declarant or such persons.



16.5.3. Legal Status of Special Declarant Rights.

Each Special Declarant Right reserved by Declarant in this Declaration of Covenants has been, is and shall remain an equitable servitude burdening all lands subject thereto and running with such lands. Each Special Declarant Right shall exist for the benefit of the Declarant and/or any assignee of Declarant and/or any Successor Declarant. Declarant has and shall retain, with respect to each Special Declarant Right, a power coupled with Declarant's interest in said lands.

ARTICLE XVII

AMENDMENT OF DECLARATION OF COVENANTS

17.1. Procedure for Amendment of Declaration of Covenants.

Amendments to the Declaration of Covenants shall be made by an instrument in writing entitled "Amendment to Declaration of Covenants" that sets forth the entire amendment. Except in cases of amendments that may be adopted by the Declarant unilaterally pursuant to Section 17.4 hereof, amendments may be adopted only at a meeting of the Owners if at least a majority of the of the votes in the Association are cast for such amendment, or without any meeting if all Owners have been duly notified and Owners holding at least a majority of the votes in the Association consent in writing to such amendment. In all cases, the amendment when adopted shall bear the acknowledged signature of the President of the Association.

17.2. Consent of Benefitted Owner Required to Alter Easement Rights.

No amendment to the Declaration of Covenants, the object of which is to alter any easement rights granted or reserved herein, shall be valid absent the consent of the Owner of any Lot benefitted by the easement.

17.3. Recordation Required.

Every amendment to the Declaration of Covenants must be recorded with the County Auditor and is effective only upon recording. An amendment shall contain a cross-reference by recording number to the Declaration of Covenants and each previously recorded amendment thereto.

17.4. Amendments by Declarant.

17.4.1. General Right of Amendment.

The Declarant may unilaterally adopt and file amendments to the Declaration of Covenants for so long as the Declarant is the Owner of any Lot in the Subdivision or until the expiration of the time limit for the exercise of any Development Rights or Special Declarant Rights reserved by the Declarant, whichever first occurs.

17.4.2. No Rights Following Lender's Foreclosure - Beneficiary Assumes Rights.

In the event that the beneficiary of a deed of trust granted by Declarant prior to the date of this Amendment becomes an owner of any Lots or parcels of real property which are subject to this



Declaration by virtue of a deed in lieu of foreclosure, trustee's deed or other conveyance, then the Declarant's right to unilaterally amend, supplement, terminate and otherwise modify this Declaration shall immediately terminate and the beneficiary of such deed of trust shall thereafter have the sole right to unilaterally amend, supplement, terminate and otherwise modify this Declaration in accordance with Article XVII hereof, which right shall continue until such time as the beneficiary no longer holds any interest whatsoever in any lots or parcels of real property which are subject to this Declaration.

ARTICLE XVIII

MISCELLANEOUS

17.5. Notices for All Purposes, Delivery.

17.5.1. Any notice permitted or required to be delivered under the provisions of the Declaration of Covenants or the Bylaws may be delivered either personally or by mail, addressed to the person entitled to such notice at the most recent address given by such person to the Board in writing, or to the most recent address known to the Board. Notice to the Owner of any Lot shall be sufficient if mailed to his or her Lot if no other mailing address has been given to the Board. With the advance written consent of any Owner, required notice may be provided electronically. Mailing addresses may be changed from time to time by notice provided in writing to the Board. Notice to be given to the Association may be given to the President or Secretary of the Association, or to its Registered Agent. Notice also may be provided to any person in any manner permitted by statute.

17.5.2. New Lot Owners must supply their names and addresses, telephone numbers and, if so desired in order to receive notices from the Association, e-mail addresses, to the Secretary of the Association promptly after conveyance.

17.6. Severability.

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof, if the remainder complies with the Governing Law and furthers the common plan of this Subdivision.

17.7. No Right of First Refusal.

There is no right of first refusal in the Association limiting or restricting the right of any Lot Owner to sell, transfer or convey his or her Lot.

17.8. Effective Date.

This Declaration of Covenants shall take effect upon recording.



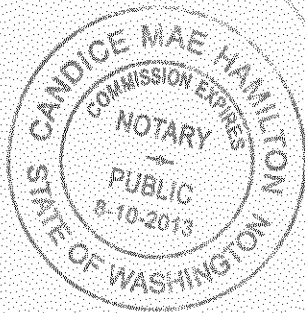
DECLARANT:

Roger W. Helgeson
ROGER W. HELGESON

STATE OF WASHINGTON)
COUNTY OF SKAGIT) ss.

I hereby certify that I know or have satisfactory evidence that ROGER W. HELGESON is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 05/21, 2013.



Candice Mae Hamilton
NOTARY PUBLIC for the State of
Washington. My Commission
expires 08/10/2013

