

After Recording Return to:
Montreaux Inc.
PO Box 2231
Everett, WA 98213



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Skagit County Auditor

DOCUMENT TITLE Declaration of Covenants, Conditions and Restrictions for
Montreaux Division 2

DECLARANT Montreaux Inc., a Washington corporation

LEGAL DESCRIPTION That portion of Tract D of City of Mount Vernon
short plat NO. MV-20-81, approved October 27,
1981...

**AUDITOR'S REFERENCE
NUMBER(S)** Plat of Montreaux Phase 2 AFN: 201904050014

**ASSESSOR'S PROPERTY
TAX PARCEL NO. /
ACCOUNT NO.** P27545 / 340422-3-009-0336

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
Montreaux West Homeowner Association**

THIS DECLARATION is made this 5th day of April, 2019 by Montreaux Inc., a Washington corporation, ("Declarant"), which is the owner of certain land situated in the State of Washington, County of Skagit, known as Montreaux Phase 2, more particularly described in Exhibit "A", attached hereto. Declarant hereby declares, agrees and covenants that all land and improvements now existing or hereafter constructed therein will be held, sold, conveyed subject to, and burdened by the following covenants, restrictions, reservations, limitations, liens and easements, all which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such lands for the benefit of all or such lands and the owners thereof and their heirs, successors, grantees and assigns. All provisions of this Declaration shall be binding upon all parties having or acquiring any right, title or such lands of any portion thereof and shall inure to the benefit of each owner thereof and to the benefit of Montreaux West Homeowners Association and shall otherwise in all respects be regarded as covenants running with the land.

ARTICLE 1**Definitions**

For purposes of the Declaration, the Articles of Incorporation and the Bylaws of the Montreaux West Homeowners Association, certain words and phrases shall have particular meanings as follows:

Section 1 Architectural Control Committee. "Architectural Control Committee" or "ACC" shall mean and refer to the appointed or elected Committee of the Board of Directors as outlined in the Article of VIII.

Section 2 Association. "Association" shall mean and refer to the Montreaux West Homeowners Association, its successors and assigns.

Section 3 Board. "Board" shall mean and refer to the Board of Directors of the Association, as provided for in Article VI. For purposes of exercising the powers and duties of the Board authorized in this Declaration or by applicable law, this term shall also mean the "Temporary Board" or "Declarant" as in Article II unless the language or context clearly indicates otherwise.

Section 4 Common Maintenance Areas. "Common Maintenance Areas" shall mean those portions of all real property (including the improvements thereto) maintained by the Declarant and the Association for the benefit of the members of the Association. The areas to be maintained by the Declarant and the Association at the time of recording this Declaration are described as follows:

<u>TRACTS & EASEMENTS</u>	<u>DESCRIPTION</u>
<u>915</u>	<u>Landscaping, Fencing & Open Space</u>
<u>917, 920, and Boulevard Landscaping at Plat Entrance</u>	<u>Landscaping and Fencing</u>
<u>Landscaping abutting Tracts 918, 919, 922, and 930</u>	<u>Landscaping Abutting Private Roads</u>
<u>918, 919, 922, and 930</u>	<u>Access and Utilities</u>
<u>921, 931, and 928</u>	<u>Forested Buffers</u>
<u>924 and 926</u>	<u>Native Growth Protection Areas (NGPAs)</u>
<u>Retaining Walls and Easements</u>	<u>Retaining Walls Identified on Exhibit H</u>
<u>Landscaping around Stormwater Pond in Tract 932</u>	<u>Landscaping Installed Around the East, South and West Sides of Tract 932 Identified on Exhibit I</u>

The above-listed tracts and easements comprising common maintenance areas are identified on exhibit maps accompanying this document and are also show on the Plat of Montreaux Phase 2, recorded under Skagit County Auditor's File Number: 201904050014

In addition, Common Maintenance Areas shall include any entry monument, entry sign or other entry feature and related improvements, such as landscaping, irrigations systems and fencing, wherever such items are located.

Section 5 Declarant. "Declarant" shall mean and refer to Montreaux Inc., its successors and assigns.

Section 6 Development Period. "Development Period" shall mean and refer to that period of time defined in Article II.

Section 7 Property. "Property" or "Montreaux" shall mean and refer to the real property described with particularity in Exhibit "A".

Section 8 Lot. "Lot" shall mean and refer to any legal building lot existing now or in the future within the boundaries of the Property.

Section 9 Owner. "Owner" shall mean and refer to the record owner, whether one of more persons or entities, of a fee interest in any Lot, including the Declarant, but excluding persons or entities holding an interest in a Lot merely as security for the performance of an obligation. Purchasers or assignees under recorded real estate contracts shall be deemed Owners as against their respective sellers or assignors.

ARTICLE II

Development Period, Management Rights of Declarant During Development

Section 1 Management By Declarant. "Development Period" shall mean that period of time from the date of recording of the Declaration until (a) a date ten years from the date of recording this Declaration or (b) the sixtieth day after Declarant has transferred title to the purchasers of Lots representing one hundred percent of the total voting power of all Lots which may be subjected to this Declaration pursuant to its terms, or (c) the date on which Declarant elects to permanently relinquish all Declarant's authority under this Article II by written notice to all Owners, whichever date first occurs. Until termination of the Development Period, the Property shall be managed by, and the Association organized and operated at the sole discretion of, the Declarant.

Section 2 Notice to Owners. Before the termination of the Development Period, the Declarant will give written notice of the termination of the Development Period to the Owners of all Lots. Said notice shall specify the date when the Development Period will terminate and shall further notify the Owners of the date, place and time when a meeting of the Association will be held. The notice shall specify that the purpose of the Association meeting is to elect new Directors of the Association. Notwithstanding any provision of the Articles or Bylaws of the Association to the contrary, for the purposes of this meeting, the presence, either in person or by proxy, of the Owners of ten Lots shall constitute a quorum. The Board of Directors of the Association may be elected by a majority vote of said quorum. If a quorum is not present, the Development Period

shall nevertheless terminate on that date specified in said notice and it shall thereafter be the responsibility of the Lot Owners to provide for the operation of the Association.

Section 3 Temporary Board. During the Development Period, Declarant may in its sole discretion, and at such times as the Declarant deems appropriate, appoint three persons who do not have to be Lot Owners, as a Temporary Board. This Temporary Board shall have full authority and all rights, responsibilities, privileges and duties to manage the Property under this Declaration and shall be subject to all provisions of this Declaration, the Articles and the Bylaws, provided that after selecting a Temporary Board, the Declarant, in the exercise of its sole discretion, may at any time terminate the Temporary Board and resume its management authority under Article II or select a new Temporary Board under this section of Article II. During the Development Period, Declarant may conduct the affairs of the Association without regard to the provisions of the Bylaws, unless Declarant appoints a Temporary Board, in which case the Temporary Board and all Owners shall adhere to the Bylaws.

Section 4 Absence of Temporary Board. Should Declarant not appoint a Temporary Board, until such time as the permanent Board is elected, Declarant or a managing agent selected by the Declarant shall have the power and authority to exercise all the rights, duties, and functions of the Board and generally exercise all powers necessary to carry out the provisions of this Declaration, including but not limited to enacting reasonable administrative rules, contracting for required services, obtaining property and liability insurance, and collecting and expending all assessments and Association funds. Any such managing agent or the Declarant shall have the exclusive right to contract for all goods and services, payment for which is to be made from any monies collected from assessments.

Section 5 Acceptance of Management Authority. The purpose of this management arrangement is to ensure that the Property will be adequately managed during the initial stages of development. Acceptance of an interest in a Lot evidences acceptance of this management arrangement.

ARTICLE III **Common Maintenance Areas**

Section 1 Conveyance of Common Area. Declarant hereby conveys and quitclaims to the Association, for the common use and enjoyment of the Association and the Owners, 915 Landscaping, Fencing and Open Space, Tracts 917, 920 and Boulevard Landscaping at Plat Entrance 921, 928, 931 Forested Buffers, 918, 922, 930 Access and Utilities, Alternate Emergency Access Tract 919, Tracts 924 and 926 Native Growth Protection Areas (NGPA's) and Park/Open Space Tracts 923 and 929, Retaining Walls in Easements, and Landscaping around Stormwater Pond in Tract 932 of Montreaux Phase 2.

Section 2 Responsibility for Maintaining Common Maintenance Areas. The Association is responsible for maintaining, repairing, replacing, reconstructing and preserving the character of the Common Maintenance Areas and their facilities and appurtenances. All landscape tracts have been designed and installed per City approval and cannot be changed or altered without City permission. All ongoing landscape and irrigation shall be at the cost of the HOA.

Section 3 Repair of Damage by Lot Owner. Any damage to Common Maintenance Areas by a Lot Owner, or his or her contractor, subcontractor, family members or guests, shall be repaired within one week or other reasonable period established by the Board by the Owner who

caused, or whose contractor, subcontractor, family member or guest caused, such damage. If such repairs are not timely made, the Declarant and or the Association may execute the repair and the Owner will be obligated to immediately remit funds for the repair. If the Owner fails to promptly make payment for such repairs, the Owner will be charged interest at the rate of twelve percent per annum until paid, together with attorney's fees and costs pursuant to Article IX, Section 4, and such unpaid amount shall be a lien pursuant to Article IV, Section 1. As used herein "damage to Common Maintenance Areas" includes, but is not limited to, damage to asphalt, survey corners, landscaping and fencing, silt in storm water drainage facilities, altering gravel shoulders, changing the grade of storm water channels and around meter boxes and fire hydrants, removing NGPA signs and damaged utilities.

Section 4 Reimbursement to Declarant. At the time of the first conveyance of each Lot, Declarant shall collect from the initial residential purchaser of each Lot \$500 to reimburse Declarant for its costs to establish the Common Maintenance Areas and to maintain them during the Development Period. Such payment to Declarant is not an advance payment of regular or special assessments and shall be in addition to the annual assessment for the first year which each such purchaser of a Lot from Declarant will pay to the Association at the time of closing of the sale.

ARTICLE IV **Assessments**

Section 1 Creation of Lien and Personal Obligation. Each Owner, by acceptance of a deed or other instrument of conveyance therefore, whether or not it shall be expressed in such deed or other instrument, is deemed to covenant and agree to pay the Association (a) annual assessments or charges and (b) special assessments. Annual and special assessments shall be established and collected in accord with this Declaration. The annual and special assessments, together with the interest, costs and reasonable attorney's fees incurred to collect such assessments, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made from the time such assessment is assessed until it is paid and shall be the personal obligation of the individual or entity who is the Owner of the Lot at the time that the assessment fell due.

Section 2 Purpose of Assessments. The assessments imposed by the Association shall be used (a) to promote the recreation, health, safety and welfare of the residents of the Property, (b) for the improvement, maintenance, upkeep, repair of the storm drainage system constructed by the Declarant for the benefit of the Property, (c) for the improvement, maintenance, up keep and repair of the Common Maintenance Areas, (c) for legal fees and damages incurred in any action in which the Association or a member of the Board or ACC, acting on behalf of the Association is named as a party, (e) for legal fees incurred by the Association, and (f) for any other reasonable expenses incurred by the Association.

Section 3 Annual Assessment. Beginning on the sale of the first Lot, the annual assessment shall be \$650 per Lot. Lots owned by the Declarant shall not be subject to the annual assessment. The annual assessment may be increased during the Development Period to reflect increased (a) maintenance costs, (b) repair costs, (c) operation costs, (d) Association costs, or (e) legal costs. All increases and decreases in the annual assessment during the Development Period must directly reflect changes in the above-recited costs. During the Development Period, it shall not be necessary to amend this Declaration to raise or lower assessments. During that

period, the Declarant shall give members of the Association notice of any increase or decrease in the annual assessment thirty days before the date that the assessment becomes effective.

- a) After the Development Period expires, the maximum annual assessment may be increased by more than ten percent only if the Owners representing sixty percent of the total number of Lots who are voting in person or by proxy at a meeting duly called for this purpose, consent to such an increase.
- c) After the Development Period expires, the Board of Directors shall fix the annual assessment in accord with the above-recited standards.

Section 4 Special Assessments. In addition to the annual assessment authorized above, the Association may levy, in any year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or part, (a) the cost to any capital investments to the storm drainage system, community park, or other improvements on the Common Maintenance Areas, (c) legal fees and damage costs, or (d) any other reasonable expenses incurred by the Association. Any assessment for capital improvements or additions which exceeds \$10,000 shall require the consent of the Owners representing sixty percent of the total Lots who are voting in person or by proxy at a meeting duly called for this purpose. Lots owned by the Declarant shall not be subject to the special assessment until sold.

Section 5 Budget; Estimated Assessments. Commencing on January 1st following the termination of the Development Period and continuing each year thereafter, but within sixty days prior to the beginning of each calendar year or such fiscal year as the Board may adopt, the Board shall prepare a budget for the Association. To prepare the budget, the Board shall (a) estimate the regular Assessments and special Assessments for the Lots to be paid during such year; (b) make provisions for creating, funding and maintaining reasonable reserves for contingencies and operations, for maintenance repair, replacement and acquisition of Common Maintenance Areas, and/or (c) take into account any expected income and any surplus available from the prior year's operating fund. If the estimated cash requirement proves inadequate for any reason, including nonpayment of any Lot Owner's Assessment, a further Assessment may be levied during that fiscal year upon a majority vote of the Board. Within thirty days after the Board's adoption of any proposed regular or special budget of the Association, the Board shall set a date for a meeting of the Lot Owners to consider ratification of the budget. The Board shall give written notice of such meeting to all Lot Owners. Said written notice shall include a summary of the proposed budget. The meeting date shall be not less than fourteen and not more than sixty days after mailing of the notice and summary. Unless at the meeting the Lot Owners holding a majority of the votes in the Association, in person or by proxy, reject the budget, the budget shall be deemed 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 Lot Owners shall be continued until such time as the Lot Owners ratify a subsequent budget proposed by the Board.

Section 6 Reserve Study. The Board shall comply with the requirements for reserve studies under RCW 64.38 for the Common Maintenance Areas. Unless the Board, in its reasonable discretion, determines that doing so would impose an unreasonable hardship on the Association and the Unit Owners or that current replacement value of the major reserve components is seventy-five percent or more of the gross budget of the Association, excluding the Association's reserve account funds, the Association shall prepare and annually update a reserve study. A "reserve component" means any common element whose cost of maintenance, repair, or replacement is infrequent, significant, and impractical to include in an annual budget. At least

every three years, an updated reserve study must be prepared and based upon a visual site inspection conducted by a reserve study professional. If more than three years have passed since the date of the last reserve study prepared by a reserve study professional, the Owners of Lots to which at least thirty-five percent of the votes are allocated may demand, in writing, to the Association that the cost of a reserve study be included in the next budget and that the study be obtained by the end of the budget year. Unless the Board determines that preparing a reserve study would impose an unreasonable hardship on the Association and the Unit Owners, the Board shall, upon receipt of the written demand, provide the Unit Owners making the demand reasonable assurance that the Board will include a reserve study in the next budget and, if the budget is not rejected by the Unit Owners pursuant to Article IV, Section 5, will arrange for the completion of the reserve study. For purposes of this Article IV, Section 6, an "unreasonable hardship" includes, but is not limited to, a circumstance where the cost of preparing a reserve study would exceed five percent of the Association's annual budget.

Section 7 Uniform Rate of Assessment. Both annual and special assessment must be fixed at a uniform rate for all Lots and must be collected on an annual basis or such other periodic basis as the Board shall determine. Notwithstanding the foregoing, Lots owned by the Declarant shall not be subject to either an annual or special assessment until sold.

Section 8 Date of Commencement of Annual Assessment; Due Dates. The annual assessment described in this Article shall commence on the sale of the first Lot. After the Development Period expires, the Board of Directors shall fix the annual assessment. Written notice of the annual assessment shall be sent to every Owner subject to such assessments. The due date shall be established by the Board. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specific Lot has been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9 Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty days after the due date shall bear interest at the rate of twelve percent per annum. Each Owner hereby expressly vests in the Association and its agents the right and power to bring suit personally against such Owner for the collection of such assessments as debts and to enforce lien rights of the Association by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in like manner as a mortgage in connection with such liens. Association shall have the power to bid in its interest at a foreclosure sale, and to acquire, hold, lease, mortgage and convey the same. The Owner is responsible for payment of all of the Association's attorney's fees and costs incurred in collecting past due assessments or enforcing assessment liens. No Owner may waive or otherwise escape liability for the assessments provided herein by abandonment of his or her Lot. The Association shall have the right to suspend the voting rights of an Owner for any period during which any assessment against the Lot remains unpaid and or a period not to exceed sixty days for any infraction of the terms of either this Declaration, the Articles or the Bylaws of the Association.

Section 10 Subordination of the Lien to Mortgage. The lien for assessments provided for in this Article shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure of a first mortgage or deed of trust, or any proceeding in lieu thereof, shall extinguish the lien created pursuant to this Article as to payments which become due prior to such

sale or transfer. No sale or transfer, however, shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11 Homestead Waiver. Each Owner hereby waives, to the extent of any liens created pursuant to this Declaration, the benefit of any homestead or exemption law in effect at the time any Assessment becomes delinquent or any lien is imposed pursuant to the terms of this Declaration, and hereby waives the right to claim such homestead or exemption prior to payment in full of all delinquent Assessments.

ARTICLE V

Homeowners' Association

Section 1 Non-Profit Corporation. The Association shall be a non-profit corporation under the laws of the State of Washington.

Section 2 Membership. Every person or entity which is an Owner of any Lot shall be a member of the Association. Membership shall be appurtenant to the Lot and may not be separated from ownership of any Lot and shall not be assigned in any way except upon the transfer of title to said Lot and then only to the transferee of title to the Lot. All Owners shall have the rights and duties specified in this Declaration, the Articles and the Bylaws of the Association.

Section 3 Voting Rights. Owners, including the Declarant, shall be entitled to one vote for each Lot owned. When more than one person or entity owns an interest in any Lot, the vote for the Lot shall be exercised as the Owners of that Lot decide to exercise that vote but, in no event, shall more than one vote be cast with respect to any Lot nor shall any vote be divided. The voting rights of any Owner may be suspended as provided for in this Declaration, the Articles and the Bylaws of the Association.

Section 4 Meetings. Meetings after the termination of the Development Period, or upon appointment of a Temporary Board, shall be conducted in accord with the Bylaws of the Association.

Section 5 Adoption of Bylaws. Prior to the termination of the Development Period, the Declarant, acting pursuant to its authority to act on behalf of the Association, shall adopt Bylaws of the Association. During the Development Period, Declarant shall have sole authority to amend the Bylaws. After termination of the Development Period, except as expressly provided to the contrary herein, the Bylaws may be amended from time to time by a majority vote of the Members (including Declarant, if applicable), at any regular or special meeting of the Association duly called for that purpose.

ARTICLE VI

Management by Board

Section 1 Expiration of the Development Period. Upon expiration of the Declarant's management authority under Article II, all administrative power and authority shall vest in a Board of at least three directors who must be members of the Association. The Association, by amendment of the Bylaws, may increase the number of directors. All Board positions shall be open for election at the first annual meeting after termination of the Development Period under Article II.

Section 2 Terms. The terms of the Board shall be defined in the Bylaws.

Section 3 Powers of the Board. All powers of the Board must be exercised in accordance with the procedures set forth in the Bylaws. The Board, for the benefit of the Property and the Lot Owners, shall enforce the provisions of this Declaration and the Bylaws. In addition to the duties imposed and powers authorized by the Bylaws, and by any resolution of the Association that may be hereafter adopted, the Board shall, without limitation, have the power to:

- a) **Insurance.** Obtain policies of general liability insurance.
- b) **Legal and Accounting Services.** Obtain legal and accounting services if necessary for the administration of Association affairs or the enforcement of this Declaration.
- c) **Maintenance.** Pay all costs associated with the improvement, maintenance, upkeep, repair, replacement and reconstruction of the Common Maintenance Areas.
- d) **Maintenance of Lots.** Maintain any Lot if such maintenance is reasonably necessary in the judgment of the Board to (1) protect the Common Maintenance Areas, or (2) to preserve the appearance and value of the Property if the Owners or Owners of the Lot have failed or refused to perform maintenance within a reasonable time after written notice of necessity of such maintenance has been delivered by the Board to the Owner or Owners of such Lot, provided that the Board shall levy a special assessment against the Owner or Owners of such Lot for the cost of such maintenance.
- e) **Utilities.** Pay all utility charges attributable to the Common Maintenance Areas and install of utility or service lines within the Common Maintenance Areas which the Board deems to be in the best interest of the Association.
- f) **Security.** Pay all costs deemed appropriate by the Board to ensure adequate security for the Lots.
- g) **Right to Contract.** Contract for goods services, maintenance, and improvements and incur liabilities in connection therewith.
- h) **Improvements.** Make capital improvements or additions to the Common Maintenance Areas, subject to the provisions of Article IV, Section 4.
- i) **Right of Entry.** Enter any Lot when reasonably necessary in the event of emergency or in connection with any maintenance, landscaping or construction for which the Board is responsible. Except in cases of emergencies, the Board, its agents or employees, shall attempt to give notice to the Owner or occupant of any Lot twenty-four hours prior to such entry. Such entry must be made with as little inconvenience to the Owners as practical and any damage caused thereby shall be repaired by the Board if the entry was due to an emergency (unless the emergency was caused by the Owner of the Lot entered, in which case shall be specially assessed to the Lot). If the emergency or the need for maintenance or repair was caused by another Owner of another Lot, the cost thereof shall be specifically assessed to the Owner of the other Lot.

- j) **Promulgation of Rules.** Adopt and publish rules and regulations governing the use of the Property and the personal conduct of the Owners and their family members and guests thereon, and establish penalties for any violation of any covenant set forth in this Declaration, the Bylaws or said rules and regulations. The Board shall deliver a copy of rules and regulations to all Lot Owners within thirty (30) days of the adoption or modification of rules and regulations, and such rules and regulations shall be effective as of the date of delivery or such later date specified by the Board.
- k) **Declaration of Vacancies.** Declare the office of a member of the Board to be vacant in the event that a member of the Board is absent from three consecutive regular meetings of the Board.
- l) **Employment of Manager.** Employ a manager, an independent contractor or such other employees as the Board deems necessary and described the duties of such employees.
- m) **Payment for Goods and Services.** Pay for all goods and services required for the proper function of the storm drainage system and other Common Maintenance Areas and the Association.
- n) **Impose Assessments.** Impose and collect annual and special assessments on Owners and Lots.
- o) **Bank Account.** Open a bank account on behalf of the Association and designate the signatories required.
- p) **Legal Actions.** Commence or intervene in legal actions for the enforcement of these covenants or any other legal action, which the Board of Directors deems necessary for the protection of the Property. The Board also has the authority to defend against legal actions initiated against the Association.
- q) **Exercise of Powers, Duties, and Authority.** Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of the Bylaws, Articles of Incorporation, or this Declaration. The Board shall have all powers and authority permitted by applicable law. Nothing in this Declaration shall be construed to give the Board authority to conduct a business for profit on behalf of all the Owners or any of them.

ARTICLE VII

Building, Maintenance and Land Use Regulations

Section 1 Residential Use. Except as otherwise provided herein, all Lots shall be used solely for private single-family residential purposes. Attached or detached duplexes, "Accessory Apartments" and "Temporary Dwellings" as defined in the Skagit County and/or City of Mount Vernon Zoning Code are prohibited on any Lot.

Section 2 Business and Commercial Use. No trade, craft, business, profession, commercial use or similar activity of any kind shall be conducted on any Lot, unless (a) it is a "Permitted Use" under the applicable zoning code, (b) it is conducted within a fully enclosed building, and (c) it does not create a level of noise, vibration, smoke, dust, odors, heat, light, or

glare beyond that which is acceptable in a residential area, (d) it does not increase the liability or casualty insurance obligation or premium of the Association, and (e) it is consistent with the residential character of the Lots and does not constitute a nuisance or hazardous or offensive use, as determined in the sole discretion of the Board. Furthermore, no goods, equipment, materials, or supplies used in connection with any such trade, craft, business, profession, commercial use, or similar activity shall be placed or stored on any Lot except within a fully enclosed building.

Section 3 Dwelling Restrictions. All temporary or permanent buildings or structures must be approved by the ACC per Article VIII. No mobile homes, pre-fabricated or pre-manufactured homes, or modular homes shall be located on any lot either on a temporary or permanent basis.

Section 4 Garage and Outbuildings. All Lots must provide for at least two parking spaces on the Lot. Any covered parking area must be approved by the ACC. Outbuildings are permitted, but shall be designed to complement the single-family residence located on the Lot and must be approved by the ACC.

Section 5 Minimum Dwelling Size. No minimum or maximum

Section 6 Building Materials. All dwellings and outbuildings shall be built of new materials, with the exception of décor items such as used brick, weathered planking, and similar items. The ACC will determine whether a used material is a décor item. In making this determination, the ACC will consider whether the material harmonizes with the aesthetic character of the dwellings on other Lots and whether the materials would add to the attractive development of the Property. All roofs are to be a type and color approved by the ACC. Plywood type exterior siding (i.e. T 1-11) is prohibited.

Section 7 Driveways. Driveways must be approved by the Declarant or the ACC for materials used.

Section 8 Permits. No construction or exterior addition or change or alteration of any dwelling or other structure may be started on any portion of any Lot without the Owner first obtaining a building permit and other necessary permits from the applicable local governmental authority and written approval of such permits from the ACC or the Declarant. The ACC must approve the plans for all construction or alteration proposals (See Article VIII).

Section 9 Codes. All construction shall conform to the requirements of the State of Washington Uniform Codes (buildings, mechanical, plumbing) and Skagit County Codes and requirements in force at the commencement of the construction.

Section 10 Completion of Construction. The exterior of any structure, including painting or other suitable finish, and landscaping shall be completed within twelve months of the beginning of construction so as to present a finished appearance when viewed from any angle. The construction area shall be kept reasonably clean during the construction period.

Section 11 Entry for Inspection. Any agent, officer or member of the Board, ACC, or the Declarant may, at any reasonable predetermined hour, upon twenty-four hours' notice during construction or exterior remodeling, enter and inspect the structure to determine if it complies with the provisions of this Declaration. Such persons shall have an easement, over, upon and across the Lots for the purpose of making and carrying out such inspections.

Section 12 Temporary Structures. No structures of temporary character, including but not limited to a trailer, recreational vehicle, tent, shack, detached garage, barn or other outbuilding, shall be used for residential purposes, either temporary or permanently. The foregoing shall not prevent guests from using recreational vehicles in driveways for a period of 24 hours or less.

Section 13 Fences, Walls, Shrubs. Fences, walls or shrubs are permitted to delineate the lot lines of each Lot, subject to (a) the approval of the ACC and (b) determination whether such fences, walls, or shrubs would interfere with easements of record. All fences must meet the standards set by the ACC and must be approved by the ACC prior to construction or installation.

Section 14 Wiring. All wiring to dwellings and outbuildings shall be underground.

Section 15 Antennae. No radio or television antennae, transmitters or parabolic reflectors (satellite dish antennas) greater than one meter in diameter shall be permitted within the Property unless approved by the ACC. Wherever possible, all radio or television antennae, transmitters or parabolic reflectors shall be placed out of the view of adjacent roads and residences on other Lots.

Section 16 Septic System. No septic system shall be allowed on any Lot.

Section 17 Signs. No signs, billboards, or other advertising structure or devices shall be displayed to the public view on any Lot except one sign not to exceed nine square feet in area may be placed on a Lot to offer the Lot for sale or rent. Signs also may be used by a builder to advertise the Property or a Lot during the construction and sale period. Political yard signs of a temporary nature will be allowed during campaign period on Lots. Within five days following the election, such signs must be removed. The Board may cause any sign placed on the Property in violation of this section to be removed and destroyed. The foregoing sign restrictions shall not apply to the Declarant during the Development Period.

Section 18 Exterior Maintenance by Owner. Each Lot, the improvements constructed thereon and all landscaping shall be maintained by the Owner of such Lot in a neat, clean and attractive condition at all times.

Section 19 Refuse. All Lots shall be kept free of debris. All refuse shall be kept in sanitary containers concealed from the view of other Lots, the containers shall be regularly emptied and the contents disposed of off the Property. No grass cuttings, leaves, limbs, branches, and other debris from vegetation shall be dumped or allowed to accumulate on any Lot, except that a regularly tended compost heap shall be permitted if the compost heap is concealed from the view of other Lots.

Section 20 Parking of Vehicles and Storage of Goods and Equipment.

- a) **a) Storage and Permanent Parking.** Anything parked in the driveway must be insured and in working order.
- b) **Improperly Parked Vehicles.** Upon forty-eight hours' notice to the Owner of any improperly parked vehicle or improperly stored goods or equipment, the Board may have towed, at the Owner's expense, any vehicles which are parked in violation of this

section or may have removed, at the Owner's expense, any improperly stored goods or equipment.

- c) **Temporary Parking by Guests.** This section does not prevent guests from parking automobiles, trucks, or recreational vehicles in driveways for a period of five days or less. However, if the guests either (1) plan to park their vehicles in driveways or (2) stay in their recreational vehicles, for a period in excess of 24 hours, the Owners must first obtain written permission from the Board.
- d) **Dilapidated, Unsightly Vehicles.** Neither the Owner nor their family members or guests are allowed to park dilapidated, non-functioning or unsightly vehicles in open view on any Lot.
- e) **Easement for Enforcement Purposes.** Owners hereby grant to the Association an easement for purposes of going upon the Lots of Owners to remove vehicles, goods, or equipment which are parked or stored in violation of the terms of this Declaration.
- f) **RV/Boat Parking.** RV/Boat parking shall be allowed inside your lot only on lots with a minimum side yard of 20 feet. To allow RV/Boat parking, the owner shall need to install at their expense, the approved Screening Package as designed and approved by the HOA. No side yard RV/Boat parking shall be allowed until the Screening Package is installed/constructed. All RV's and Boats shall be insured and registered. At no time and for any reason may a RV or boat stored on a property be lived in or used as an office or any other residential use. Any cover on a boat or RV must be of a fitted baric made for that use. At no time will any "tarps" be allowed to cover RV's or Boats.

Section 21 Lot Maintenance by the Association. In the event that an Owner shall fail to maintain the exterior of his or her Lot and the improvements situated thereon in a manner consistent with maintenance standards of the community established by the Board or the ACC, the Board shall have the right through its agents and employees to repair, maintain and restore the Lot and exterior of the improvements on that Lot if the Owner shall fail to respond in a manner satisfactory to the Board within forty-five days after mailing adequate notice of certified mail to the last known address of the Owner. The cost of such repair, maintenance or restoration shall be assessed against the Lot, and the Board shall have the right to cause to be recorded a notice of lien for labor and materials furnished, which lien may be enforced in the manner provided by law for foreclosure of mechanic's liens. In the event that the estimated cost of such repair should exceed one percent of the assessed value of the Lot and improvements on that Lot, the Board shall be required to have consent of fifty percent of all Lot Owners before undertaking such repairs.

Section 22 Prohibition of Nuisances and Untidy Conditions. No noxious or offensive activity or condition shall be conducted on any Lot nor shall anything be done or maintained on any Lot which may be or become an activity or condition which unreasonably interferes with the right of other Owners to use and enjoy their respective Lots, provided, however, that prior to the sale of all Lots, Declarant shall have the right to clear and burn stumps, trees, and other foliage from the Lots and perform other activities which, in Declarant's sole judgment, may be necessary to market or maintain the Lots. No outdoor activity, including, but not limited to, noise, sports playing and/or music, shall continue past the curfew time established by applicable City or County Ordinance, if any, or if no curfew is established by City or County Ordinance, then as established by the Association.

Section 23 Mining. No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted on or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted on or in any Lot. Oil and propane gas storage for residential purposes is permissible.

Section 24 Animals. No animals other than dogs, cats, caged birds, tanked fish and other conventional small household pets may be kept on any Lot. No animals may be raised or bred for commercial purposes nor may they become a nuisance. With the exception of cats, all animals shall be confined to the boundary of the Lot and shall not be permitted to roam freely throughout the Property.

Section 25 Motor Bikes. The use and operation of motorcycles, motorbikes, trail bikes, all-terrain vehicles or similar, vehicles are prohibited on any portion of the Property, except that muffled and licensed motorcycles shall be permitted on roadways.

Section 26 Weapons. No firearms of any kind or nature shall be discharged for sport, hunting or recreation on the Property.

Section 28 Derogation of Laws. No Owner shall carry on any activity of any nature whatsoever on any Lot that is in derogation or in violation of the laws or statutes of the State of Washington, Skagit County, or other applicable governmental body.

ARTICLE VIII **Architectural Control**

Section 1 Architectural Control Committee. During the Development Period, the Declarant or its designee may exercise and perform the functions of the Architectural Control Committee. If the Declarant elects not to perform this function or at any time elects to no longer perform this function, the Declarant or the Board shall appoint the ACC to function as herein provided. After termination of the Development Period, the functions of the ACC shall be performed by the Board until such time as the Board shall appoint and designate the ACC. Within one month of the election of the Board following the termination of the Development Period, the Board shall appoint the ACC. The ACC shall consist of not less than three members. The members of the ACC need not be (a) Owners or (b) members of the Association.

Section 2 Jurisdiction and Purpose. The ACC or the Declarant or its designee shall review proposed plans and specifications for residences, accessory structures (e.g. garages, barns, garden sheds, tool sheds, doll houses, tree houses, gazebos and playground structures), fences, walls, appurtenant residential facilities (e.g. hot tubs, spas, basketball courts, basketball hoops, tennis courts, swimming pools, bath houses, animal pens or enclosures), or other exterior structures to be placed upon the Property. No structures may be built or exterior addition nor may any structural alteration be made until plans and specifications showing the nature, kind, shape, height, materials and location of the proposed structure or alteration have been submitted to and approved, in writing, by the ACC. The ACC also shall review proposals to change the exterior color of homes.

Section 3 Membership. The ACC shall be designated by the Board.

Section 4 Delegation. The ACC may unanimously designate one or more of its members or a third party to act on behalf of the ACC with respect to both ministerial matters and discretionary actions.

Section 5 Donation of Time. After the Development Period, no member of the ACC shall be entitled to any compensation for services performed on behalf of the ACC.

Section 6 Address of the Committee. The address of the ACC shall be at the registered office address of the Association.

Section 7 Voting. ACC decisions shall be determined by a majority vote by the members of the ACC.

Section 8 Submission of Plans. All plans and specifications required to be submitted to the ACC shall be submitted by mail to the address of the ACC in duplicate, or in such other manner as the ACC may direct. The written submission shall contain the name and address of the Owner submitting the plans and specifications, identify the Lot involved, and the following information about the proposed structure:

- a) The location of the structure upon the Lot;
- b) The elevation of the structure with reference to the existing and finished Lot grade;
- c) The general design;
- d) The exterior finish materials and colors, including roof materials;
- e) Landscape plan; and
- f) Other information which may be required in order to determine whether the structure conforms to the standards articulated in this Declaration and the standards employed by the ACC in evaluating development proposals.

Section 9 Plan Check Fee. All individuals submitting plans to the ACC shall pay a reasonable plan check fee to cover the administrative costs of reviewing such development proposals. The plan check fee submitted to the ACC together with plans and specifications.

Section 10 Evaluating Development Proposals. The ACC shall have the authority to establish aesthetic standards for evaluating development proposals. In addition to such standards, in evaluating development proposals, the ACC shall determine whether the external design, color, building, materials, appearance, height, configuration, and landscaping of the proposed structure harmonize with (a) surrounding structures, (b) the various features of the natural and built environment, (c) the aesthetic character of the other homes on the Property, and (d) any other factors which affect the desirability or suitability of a proposed structure or alteration. The ACC shall not approve any design which fails to meet the above-recited standards and any other aesthetic standards promulgated by the ACC. The ACC shall not approve temporary or non-permanent structures. ACC determinations may be reversed or modified by a majority vote of the Board.

Section 11 Approval Procedures. Within thirty days after the receipt of plans and specification, the ACC shall approve or disapprove the proposed structure or alteration. The ACC may disapprove plans and specifications which, in its opinion, do not meet its aesthetic standards. The ACC shall indicate its approval or disapproval on one of the copies of the plans and specifications. In the event that no disapproval of such plans and specifications is given within thirty days of submission, the plans and specifications shall be deemed to be approved by the ACC and the Owner may start construction pursuant to the plans and specifications.

Section 12 Compliance with Codes. In all cases, ultimate responsibility for satisfying all local zoning and building codes and requirements rests with the Owner and contractor employed by the Owner. The ACC has no responsibility for ensuring that plans and specifications which it reviews comply with local zoning or building codes and requirements. The ACC shall be held harmless in the event that a structure which it authorizes fails to comply with relevant building and zoning requirements. No person on the ACC or acting on behalf of the ACC shall be held responsible for any defect in any plans or specifications which are approved by the ACC nor shall any member of the ACC or any person acting on behalf of the ACC be held responsible for any defect which was built pursuant to plans and specifications approved by the ACC.

Section 13 Variation. The ACC shall have the authority to approve plans and specifications which do not conform to the standards it has established in order to (a) overcome practical difficulties or (b) prevent undue hardship from being imposed on an Owner as a result of applying these standards. However, such variation will not (x) detrimentally impact on the overall appearance of the development, (y) impair the attractive development of the Property, or (z) adversely affect the character of nearby Lots. Granting such a variation shall not constitute a waiver of the standards or restrictions articulated in this Declaration. Variations shall only be granted if the ACC determines that the variation would further the purpose and intent of these restrictions.

Section 14 Enforcement. In any judicial action to enforce a determination of the ACC, the losing party shall pay the prevailing party's reasonable attorney's fees, expert witness fees, and other costs incurred in connection with such legal action or appeal.

Section 15 ACC Not Liable. The ACC or any person acting on its behalf, shall have not liability for damages to any Owner or person or entity submitting plans and specifications for approval by reason of any action, inaction, approval, disapproval or failure to approve or disapprove with regard to such plans and specifications. Any person or entity acquiring an interest in a Lot or any person or entity submitting plans to the ACC for approval, by doing so, agrees covenants not to bring an action or suit to recover damages against the ACC, its members, or any person acting on its behalf.

ARTICLE IX **Enforcement**

Section 1 Rules and Regulations. The Board is hereby authorized and empowered to adopt the rules and regulations governing the use of the Property and the personal conduct of the Owners and their tenants and guests thereon, and to impose fines and other penalties for the infraction of any covenant set forth in this Declaration, the Bylaws or said rules and regulations.

Section 2 Enforcement. The Board may enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration,

the Articles, the Bylaws and any rules and regulations promulgated by the Board by any proceeding at law or in equity. During the Development Period, the Declarant may exercise this enforcement power on behalf of the Association.

Section 3 Violations. The Board, Declarant or their authorized representative shall give written notice of a violation of the restrictions of this Declaration to the Owner or occupant, who shall have ten (10) days from the date of receipt of said written notice to take whatever actions are necessary to remedy said violation. If the Owner or occupant fails to comply within said ten (10) day period, the Board, Declarant or their authorized representative may take whatever actions are necessary to bring the Owner into compliance with these restrictions, including but not limited to levying reasonable fines after notice and an opportunity to be heard. The Owner in violation shall be responsible for paying all costs associated with enforcing these restrictions (including reasonable attorney's fees and costs) and the Association may collect such amounts as provided in Article IV. Said Owners hereby grant to the Association an express easement over and on the Owner's Lot for the purpose of enforcing these restrictions.

Section 4 Entry and Repair. In the event that an Owner fails to maintain the exterior appearance of the Owner's Lot, including but not limited to the residence, any Accessory Structures and landscaping, in a manner consistent with maintenance standards for Montreaux West established by the Board or the ACC, the Board shall have the right to enter upon the Owner's Lot and repair, maintain and restore the structures and/or landscaping on such Lot if the Owner fails to respond in a manner reasonably satisfactory to the Board within thirty (30) days after delivery of written notice to said Owner. The cost of such repair, maintenance or restoration shall be specially assessed against the Lot and the Board shall have the right to record a lien for such costs. In the event that the estimated cost of such repair, maintenance or restoration exceeds one-half (1/2) of one percent (1%) of the assessed value of the Lot, a majority of the Owners must approve such repair, maintenance or restoration before the Board may begin such repair, maintenance or restoration.

Section 5 Remedies. The remedies provided herein for collection of any assessment, charge or claim against any Owner, for and on behalf of the Association or Declarant, are in addition to, and not in limitation of, any other remedies provided by law.

Section 6 Waiver. The failure of the Association, the Declarant, any Owner or any of their duly authorized agents to insist in any one or more instances upon the strict performance of or compliance with this Declaration, the Bylaws or rules and regulations of the Association or to exercise any right or option contained therein, or to serve notice or to institute any action or summary proceedings, shall not be construed as a waiver or relinquishment of such right for the future, such enforcement right shall continue and remain in full force and effect. No waiver of any provision of this Declaration, the Bylaws, or rules or regulations of the Association shall be deemed to have been made, either expressly or impliedly, unless such waiver shall be in writing and signed pursuant to a resolution of the Board. The receipt by the Association of payment of any assessment with knowledge of any breach of any covenant hereof shall not be deemed a waiver of such breach.

Section 4 Attorney's Fees. In the event that it is necessary to seek the services of an attorney in order to enforce any (a) provision of this Declaration, or (b) lien created pursuant to the authority of this Declaration, the individual against whom enforcement is sought shall be obliged to pay reasonable attorney's fees and costs incurred, whether such fees and costs are incurred in negotiation, mediation, arbitration, litigation, appeal, bankruptcy or pre- or post-

judgment collection. If the Owner fails to pay such fees and costs within sixty days, such fees and costs shall become a lien against the Owner's Lot.

ARTICLE X

General Provisions

Section 1 Covenants Running with the Land. These covenants, conditions and restrictions are to run with the land and be binding on all parties and their successor, assigns and other persons claiming under them for a period of thirty years from the date of these covenants are recorded, after which time the covenants shall be automatically extended for successive periods of ten years.

Section 2 Amendment. This Declaration may be amended during the Development Period by any instrument signed by the Declarant. After the Development Period, this Declaration may be amended if the Owners representing sixty percent of the total number of Lots within the Property approve the amendment. The provisions which expressly refer to the Declarant may not be amended without the Declarant's approval. All amendments must be filed with the office of the Skagit County Auditor or its successor agency and will be effective upon filing.

Section 3 Severability. The invalidity of any one or more phrases, clauses, sentences, paragraphs or sections hereof shall not affect the remaining portions of this Declaration or any party thereof. In the event that one or more of the phrases, clauses, sentences, paragraphs or sections contained herein should be invalid, this Declaration shall be construed as if the invalid phrase, clause, sentence, paragraph or section had not been inserted.

Section 4 Non-Protest Covenant. No person or entity holding fee simple title to any lot shall protest the development, annexation or timber harvesting activities of any property presently owned or hereinafter acquired by the Declarant or an affiliated entity within a two (2) mile radius of the subject property. This Non-Protest Covenant shall inure only the benefit of the Declarant, its affiliates and their successors.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first herein above set forth.

MONTREAUX INC.
a Washington Corporation

By: H. Lee Johnson

Print Name: H LEE JOHNSON

Its: President
Print Title

STATE OF WASHINGTON)

COUNTY OF Snohomish) ss

I hereby certify that I know or have satisfactory evidence that H. Lee Johnson is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Montreaux Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Jennifer J. Lind

Name: Jennifer J. Lind

NOTARY PUBLIC in and for the State of Washington,

Residing at: Bow

My Commission Expires: 10/01/2022

Date: 4/5/19



EXHIBIT "A"**LEGAL DESCRIPTION SWD AFN 201701170246**

THAT PORTION OF TRACT D OF CITY OF MOUNT VERNON SHORT PLAT NO. MV-20-81, APPROVED OCTOBER 27, 1981 AND RECORDED OCTOBER 28, 1981 IN VOLUME 5 OF SHORT PLATS, PAGE 139, UNDER AUDITOR'S FILE NO. 8110280008, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND THAT PORTION OF TRACT D OF CITY OF MOUNT VERNON SHORT PLAT NO. MV-1-83, APPROVED APRIL 26, 1983, AND RECORDED APRIL 27, 1983, IN VOLUME 6 OF SHORT PLATS, PAGE 58, UNDER AUDITOR'S FILE NO. 8304270013, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING SOUTHERLY OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE M.R. NILSON CONSTRUCTION, INC., A WASHINGTON CORPORATION, BY DEED DATED APRIL 29, 1985, AND RECORDED MAY 1, 1985, UNDER AUDITOR'S FILE NO. 8505010024, RECORDS OF SKAGIT COUNTY, WASHINGTON, IN VOLUME 600 OF OFFICIAL RECORDS, PAGE 365; AND LYING SOUTHERLY OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF TRACT "A" OF SHORT PLAT NO. MV-1-83; ALL OF SAID PORTIONS BEING IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN;

EXCEPT EAST BROADWAY STREET;

AND EXCEPT SOUTH WAUGH ROAD;

AND ALSO EXCEPT A PORTION OF TRACT D OF SHORT PLAT NO. MV-20-81 AND A PORTION OF TRACT D OF SHORT PLAT NO. MV-1--83, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 8, TIMBERLINE DIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 14 OF PLATS, PAGE 15, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE SOUTH 89°12'57" EAST, ALONG THE SOUTH LINE OF SAID PLAT AND ALONG THE SOUTH LINE OF THE PLAT OF TIMBERLINE DIVISION 3, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGE 79, AND ALONG THE SOUTH LINE OF TRACT C OF SAID SHORT PLAT NO. MV-1-83, A DISTANCE OF 1,015.29 FEET TO THE SOUTHEAST CORNER OF SAID TRACT C;

THENCE SOUTH 0°22'09" WEST ALONG THE EAST LINE OF TRACT D OF SAID SHORT PLAT NO. MV-1-83 AND SAID EAST LINE EXTENDED, A DISTANCE OF 925.77 FEET:

THENCE SOUTH 0°54'14" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF NORTH 89°05'46" WEST, AND A RADIUS OF 400.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°24'19" AND AN ARC LENGTH OF 142.46 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 70°29'55" WEST, A DISTANCE OF 145.36 FEET;

THENCE SOUTH 19°30'05" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 70°29'55" WEST AND A RADIUS OF 430.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°06'07" AND AN ARC LENGTH OF 120.84 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 86°36'02" WEST, A DISTANCE OF 15.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 39.27 FEET;

THENCE SOUTH 86°36'02" WEST, A DISTANCE OF 60.00 FEET TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND AN INITIAL TANGENT BEARING OF NORTH 3°23'58" WEST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 39.27 FEET TO ITS POINT OF TANGENCY;

THENCE SOUTH 86°36'02" WEST, A DISTANCE OF 15.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 680.00 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 6°01'04" AND AN ARC LENGTH OF 71.42 FEET;

THENCE NORTH 2°37'06" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 650.00 FEET AND AN INITIAL TANGENT BEARING OF NORTH 87°22'54" EAST;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°20'42" AND AN ARC LENGTH OF 140.05 FEET TO ITS POINT OF TANGENCY;

THENCE NORTH 75°02'12" WEST, A DISTANCE OF 155.91 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 300 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°38'57" AND AN ARC LENGTH OF 76.70 FEET;

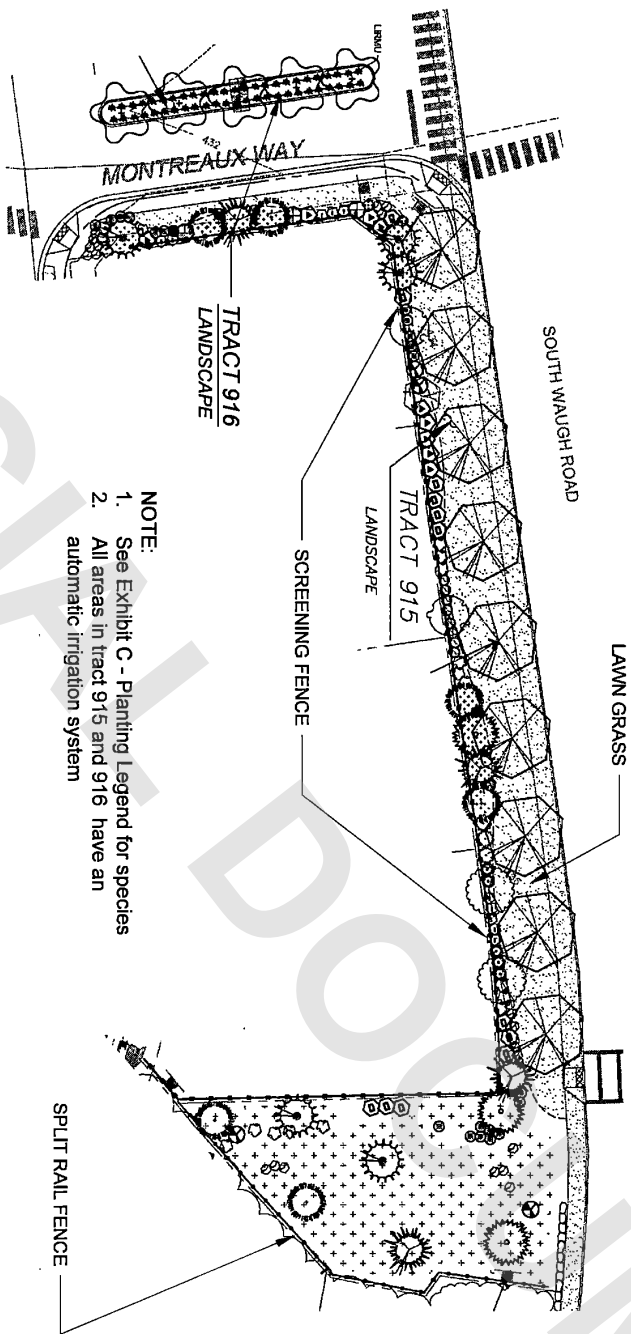
THENCE NORTH 89°41'09" WEST, A DISTANCE OF 55.00 FEET;

THENCE NORTH 0°18'51" EAST, A DISTANCE OF 1,000.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;

AND FURTHER EXCEPT THAT PORTION THEREOF PLATTED AS "MONTREAUX PHASE 1", BY PLAT RECORDED AS AUDITOR'S FILE NO. 200707230124.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

Landscape - Tract 915 and 916 (Boulevard Planting Strip)
no scale

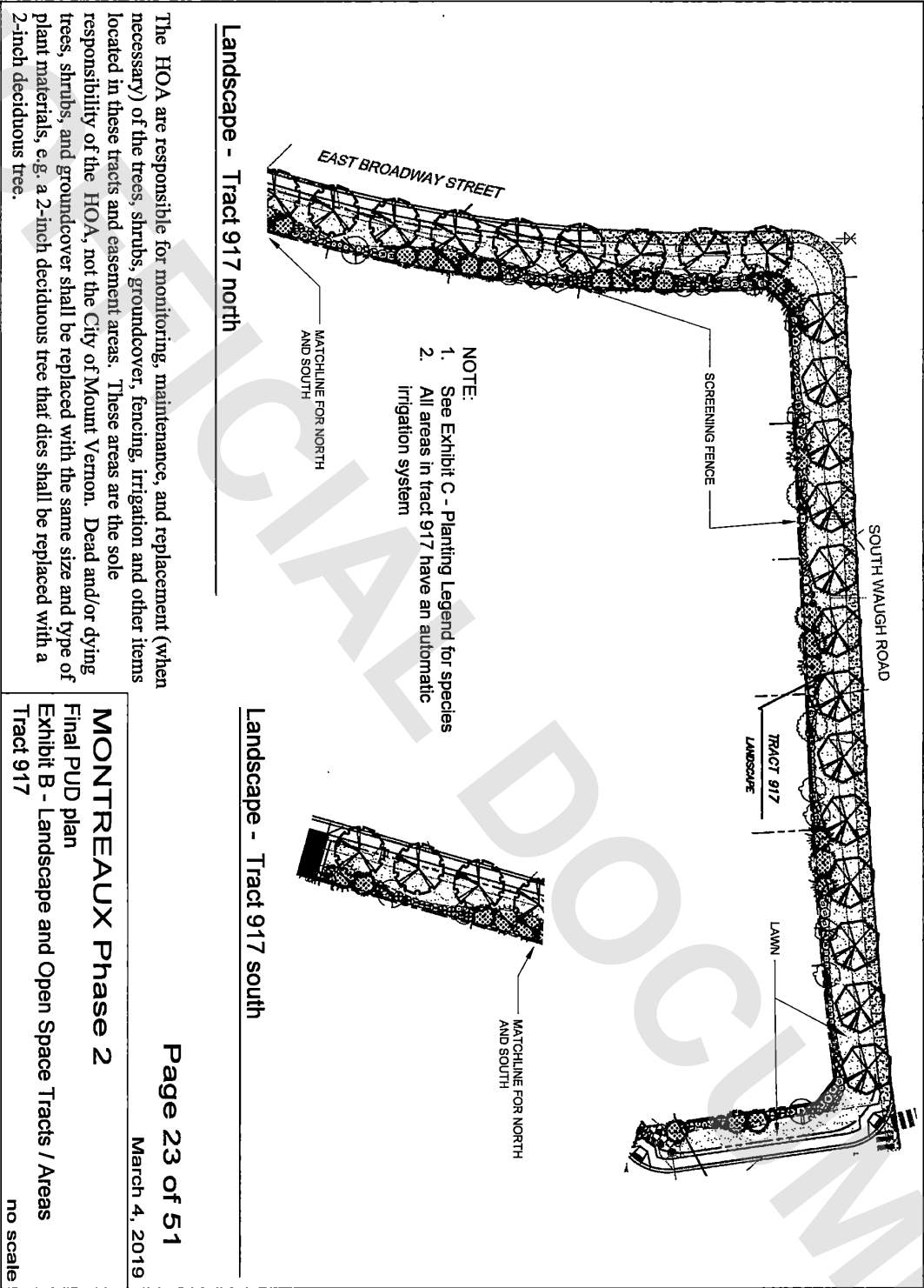


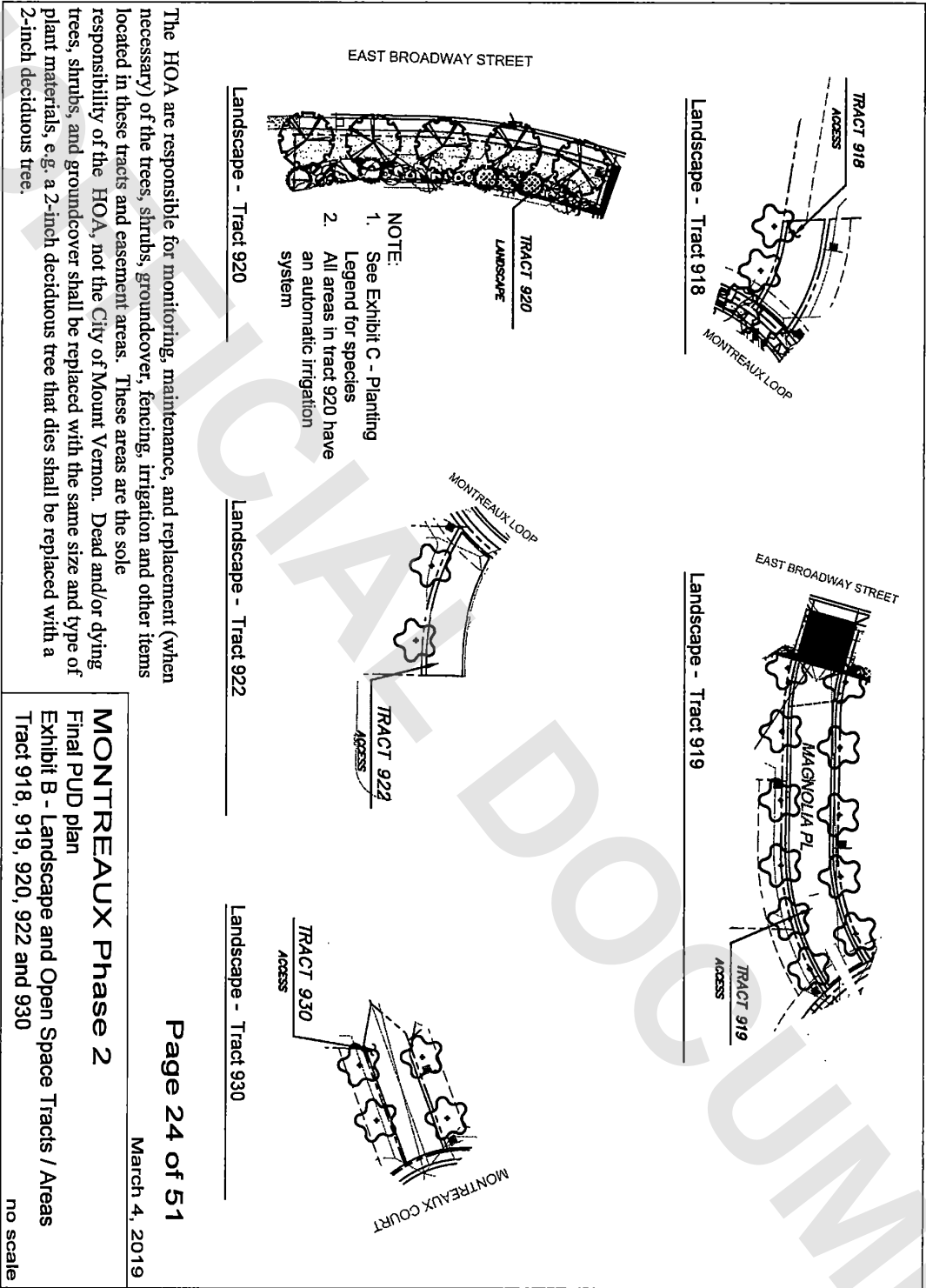
- NOTE:
1. See Exhibit C - Planting Legend for species
 2. All areas in tract 915 and 916 have an automatic irrigation system

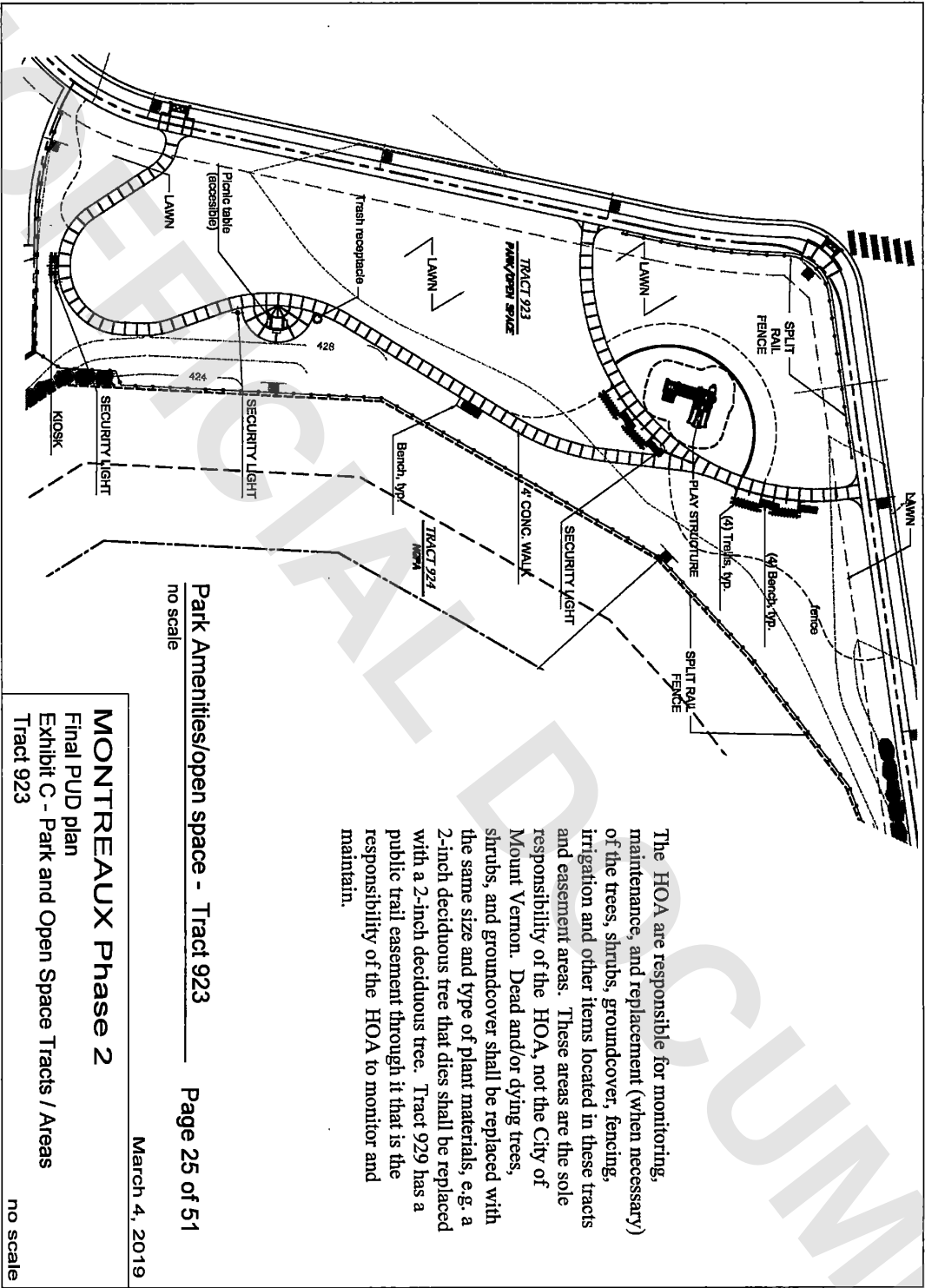
The HOA are responsible for monitoring, maintenance, and replacement (when necessary) of the trees, shrubs, groundcover, fencing, irrigation and other items located in these tracts and easement areas. These areas are the sole responsibility of the HOA, not the City of Mount Vernon. Dead and/or dying trees, shrubs, and groundcover shall be replaced with the same size and type of plant materials, e.g. a 2-inch deciduous tree that dies shall be replaced with a 2-inch deciduous tree.

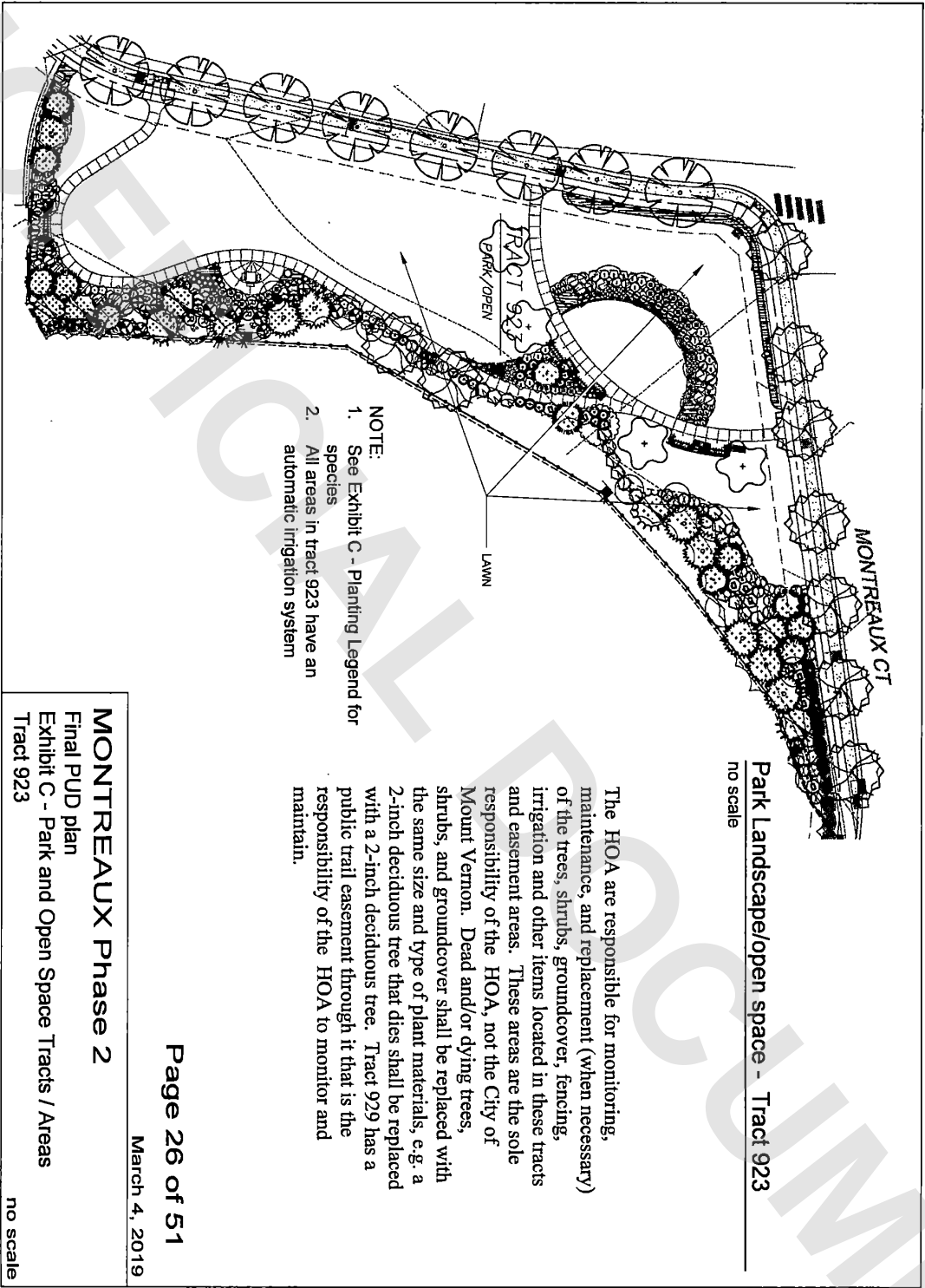
MONTREALWAY Phase 2
Final PUD plan
Exhibit B - Landscape and Open Space Tracts / Areas
Tract 915 and 916

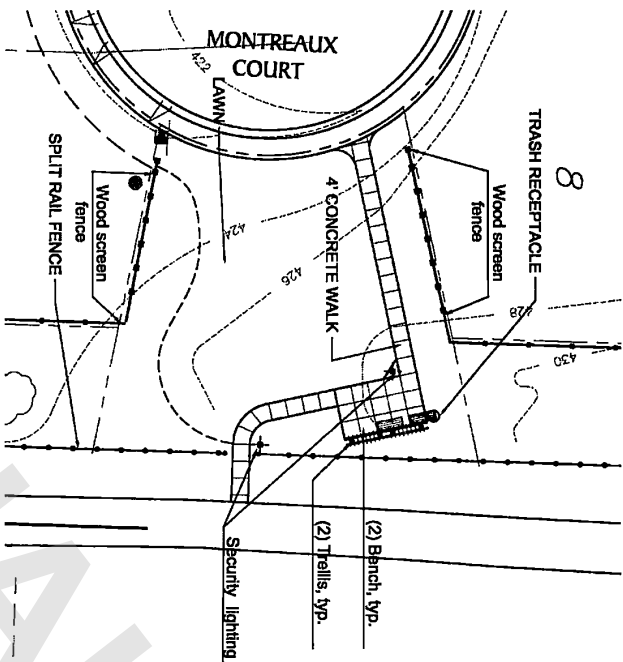
no scale



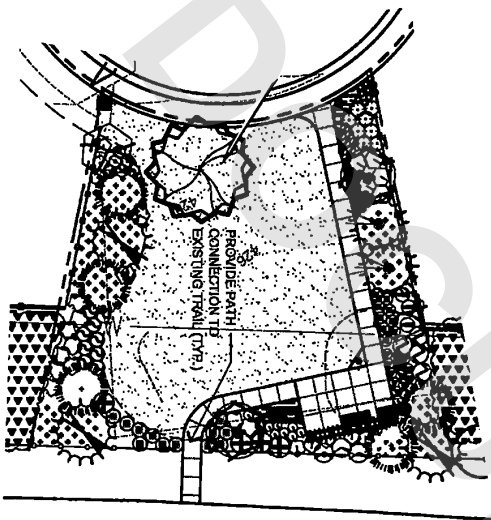








Park Amenities/ Open Space - Tract 929
no scale



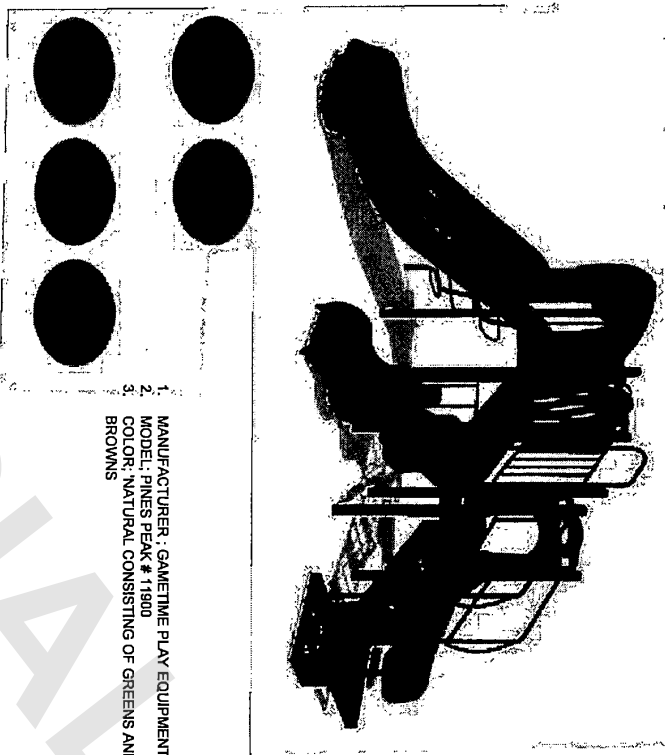
Park Landscape/ Open Space - Tract 929
no scale

- NOTE:
1. See Exhibit C - Planting Legend for species
 2. All areas in tract 929 have an automatic irrigation system

The HOA are responsible for monitoring, maintenance, and replacement (when necessary) of the trees, shrubs, groundcover, fencing, irrigation and other items located in these tracts and easement areas. These areas are the sole responsibility of the HOA, not the City of Mount Vernon. Dead and/or dying trees, shrubs, and groundcover shall be replaced with the same size and type of plant materials, e.g. a 2-inch deciduous tree that dies shall be replaced with a 2-inch deciduous tree. Tract 929 has a public trail easement through it that is the responsibility of the HOA to monitor and maintain.

MONTREAUX Phase 2

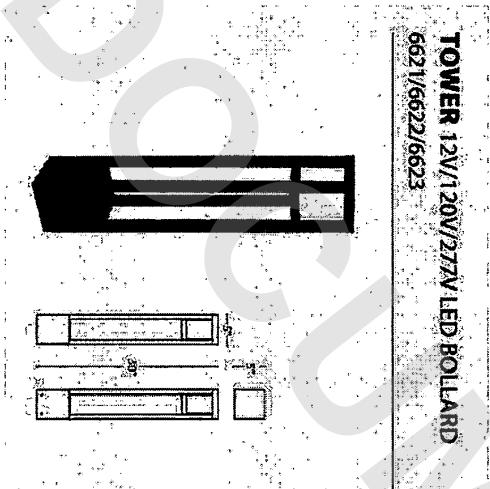
Final PUD plan
Exhibit C - Park and Open Space Tracts / Areas
Tract 929



Play System w natural color palette - Tract 923

no scale

The HOA are responsible for monitoring, maintenance, and replacement (when necessary) of the trees, shrubs, groundcover, fencing, irrigation and other items located in these tracts and easement areas. These areas are the sole responsibility of the HOA, not the City of Mount Vernon. Dead and/or dying trees, shrubs, and groundcover shall be replaced with the same size and type of plant materials, e.g. a 2-inch deciduous tree that dies shall be replaced with a 2-inch deciduous tree. Tract 929 has a public trail easement through it that is the responsibility of the HOA to monitor and maintain.



TOWER 12V/120V/27V LED BOLLARD
6621/6622/6623

1. MANUFACTURER: WAC LANDSCAPE LIGHTING
2. MODEL 6622 120V
3. COLOR TEMP 30
4. FINISH TO BE BLACK ON ALUMINUM

Security Lighting (hardwired) - Tract 923 & 929

no scale

PLANT LIST - trees

QUANTITY	SYMBOL	PLANT NAME	SIZE	
DECIDUOUS TREE				
17		ACER CIRCINNATUM/ VINE MAPLE	8' MIN. HT	
6		AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE' AUTUMN BRILLIANCE APPLE SERVICEBERRY	1-1/2" CAL	
6		CORNUS KOSA 'CHINENSIS'/ KOSA DOGWOOD	1-1/2" CAL	
8		HAMAMELIS JAPONICA 'ARBOREA'/ JAPANESE WITCH HAZEL	1-1/2" CAL	
8		MAGNOLIA GRANDIFLORA 'EDITH BOUGE'/ EDITH BOUGE MAGNOLIA	1-1/2" CAL	
7		PRUNUS ROYAL 'BURGUNDY'/ ROYAL BURGUNDY FLOWERING CHERRY	1-1/2" CAL	
8		SYRAX JAPONICA/ JAPANESE SNOWBELL	1-1/2" CAL	
5		BETULA PAPIRIFERA PAPER BIRCH	1-1/2" CAL	
8		POPULUS TREMULOIDES QUAKING ASPEN	1-1/2" CAL	
CONIFEROUS TREES				
		CALOCEDRUS DECURRENS/ INCENSE CEDAR	6' HT.	
		PINUS CONTORTA/ SHORE PINE	6' HT.	
		THUJA 'GREEN GIANT' GIANT ARBORVITAE	6' HT.	
		PINUS NIGRA/ AUSTRIAN BLACK PINE	6' HT.	
		PSEUDOTSUGA MENZIESII/ DOUGLAS FIR	6' HT.	
		THUJA PLICATA/ WESTERN RED CEDAR	6' HT.	
		PICEA CANADICA SERBIAN SPRUCE	6' HT.	

The HOA are responsible for monitoring, maintenance, and replacement (when necessary) of the trees, shrubs, groundcover, fencing, irrigation and other items located in these tracts and easement areas. These areas are the sole responsibility of the HOA, not the City of Mount Vernon. Dead and/or dying trees, shrubs, and groundcover shall be replaced with the same size and type of plant materials, e.g. a 2-inch deciduous tree that dies shall be replaced with a 2-inch deciduous tree. Tract 929 has a public trail easement through it that is the responsibility of the HOA to monitor and maintain.

PLANT LIST - shrubs

QUANTITY	SYMBOL	PLANT NAME	SIZE
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SHRUBS

10	①	ABELIA x GRANDIFLORA/ GLOSSY ABELIA	2 GAL.	51	②	NANDINA DOMESTICA 'WOYERS RED'/ HEAVENLY BAMBOO	2 GAL.
92	②	AZALEA 'HINO-CRIMSON'/ KURUME HINO-CRIMSON AZALEA	15-18" HT./ SPREAD	18	③	PHILADELPHUS X LEMONII/ MOCK ORANGE	2 GAL.
31	④	BERBERIS THUNBERGII 'ROSE GLOW'/ ROSE GLOW JAPANESE BARBERRY	2 GAL.	19	⑤	PHORAILLUM 'RAINBOW WARRIOR'/ RAINBOW WARRIOR NEW ZEALAND FLAX	2 GAL.
11	⑥	CEANOTHUS x 'DARK STAR'/ DARK STAR CALIFORNIA LILAC	2 GAL.	22	⑦	PIERIS JAPONICA 'VALLEY ROSE'/ VALLEY ROSE PIERIS	2 GAL.
19	⑧	CHOISYA TERNAUTA/ MEXICAN ORANGE	2 GAL.	16	⑨	RHODODENDRON 'PJM'/ PJM RHODODENDRON	21-24" HT./ SPREAD
9	⑩	CISTUS 'BRILLIANCE'/ BRILLIANCE ROCKROSE	2 GAL.	22	⑪	RHODODENDRON 'RAMAPO'/ RAMAPO RHODODENDRON	21-24" HT./ SPREAD
3	⑫	ELAAGNUS x EBBINGEII 'GILT EDGE'/ GILT EDGE SILVERBERRY	2 GAL.	27	⑬	RIBES SANGUINEUM 'KING EDWARD'/ RED FLOWERING CURRANT	2 GAL.
3	⑭	ESCALLONIA 'COMPACTA'/ COMPACT ESCALLONIA	2 GAL.	27	⑮	SPIRAEA JAPONICA 'GOLDMOUND'/ GOLDMOUND SPIRAEA	2 GAL.
11	⑯	EUONYMUS FORTUNEI 'EMERALD GALETY'/ EMERALD GALETY EUONYMUS	2 GAL.	68	⑰	VACCINIUM OVATUM/ EVERGREEN HUCKLEBERRY	2 GAL.
34	⑱	HAKONECHLOA MACRA 'AUROCLAY'/ GOLDEN JAPANESE FOREST GRASS	2 GAL.	31	⑲	VIBURNUM x BODNANTENSE 'DAWN'/ PINK DAWN VIBURNUM	2 GAL.
29	⑳	HYDRANGEA MACRO. 'LANARTH WHITE'/ HYDRANGEA	2 GAL.	62	㉑	VIBURNUM DAVIDII/ DAVIDS VIBURNUM	2 GAL.
59	㉒	MAHONIA AQUIFOLIUM/ TALL OREGON GRAPE	2 GAL.	30	㉓	VIBURNUM PLICATUM 'TOMENTOSUM'/ DOUBLEFILE VIBURNUM	2 GAL.
				28	㉔	SKIMMIA JAPONICA JAPANESE SKIMMIA	2 GAL.

The HOA are responsible for monitoring, maintenance, and replacement (when necessary) of the trees, shrubs, groundcover, fencing, irrigation and other items located in these tracts and easement areas. These areas are the sole responsibility of the HOA, not the City of Mount Vernon. Dead and/or dying trees, shrubs, and groundcover shall be replaced with the same size and type of plant materials, e.g. a 2-inch deciduous tree that dies shall be replaced with a 2-inch deciduous tree. Tract 929 has a public trail easement through it that is the responsibility of the HOA to monitor and maintain.

MONTREAU Phase 2




Final PUD plan

Exhibit C - Park and Open Space Tracts / Areas

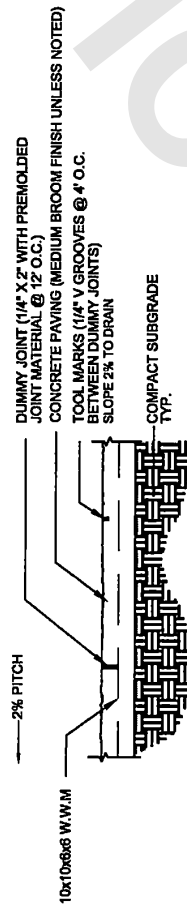
Planting Legend

no scale

PLANT LIST - herbaceous and groundcovers

QUANTITY	SYMBOL	PLANT NAME	SIZE
PERENNIALS AND GRASSES			
19	⑦	CAREX BUCHANANII/ LEATHER LEAF SEDGE	1 GAL
47	⑥	HEICTOTRICHON SEMPERVIRENS/ BLUE OAT GRASS	1 GAL
10	●	HEUCHERA 'FIREFLY' ALUMROOT	1 GAL
17	●	HEUCHERA MICRANTHA 'PURPLE PALACE' ALUMROOT	1 GAL
31	②	LAVANDULA ANGUSTIFOLIA 'MUNSTEAD' MUNSTEAD'S LAVANDER	1 GAL
63	⑤	PENNESETUM ALOPECUROIDES 'LITTLE BUNNY' LITTLE BUNNY DWARF FOUNTAIN GRASS	1 GAL
36	⑦	TEUCRIUM CHAMAEDRYS/ GERMANDER	1 GAL
GROUND COVERS			
21	⑨	CALLUNA VULGARIS 'CORBETT'S RED' HEATH	1 GAL
21	④	CALLUNA VULGARIS 'BLAZEAWAY' HEATH	1 GAL
685		KENNIKINICK BEARBERRY	1 GAL
8	⑧	ERICA DARLEYENSIS 'ARTHUR JOHNSON' ARTHUR JOHNSON HEATHER	1 GAL
22	⑤	ERICA DARLEYENSIS 'SILBERSCHMELZE' SILBERSCHMELZE HEATHER	1 GAL
598		GAULTHERIA SHALLOW/ SALAL	1 GAL
120		HEMEROCALLIS X 'STELLA DE ORO' STELLA DE ORO DWARF DAYLILY	1 GAL

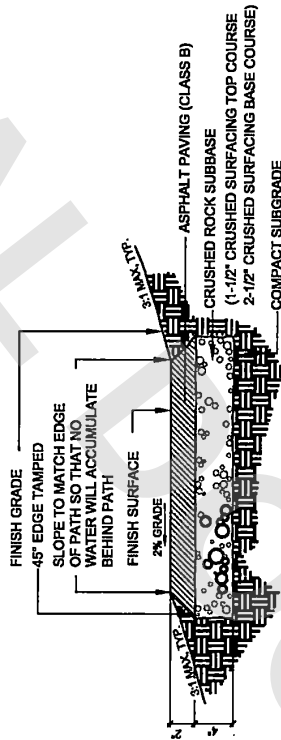
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CONCRETE PAVING/WALK

A

NOT TO SCALE



ASPHALT SURFACING

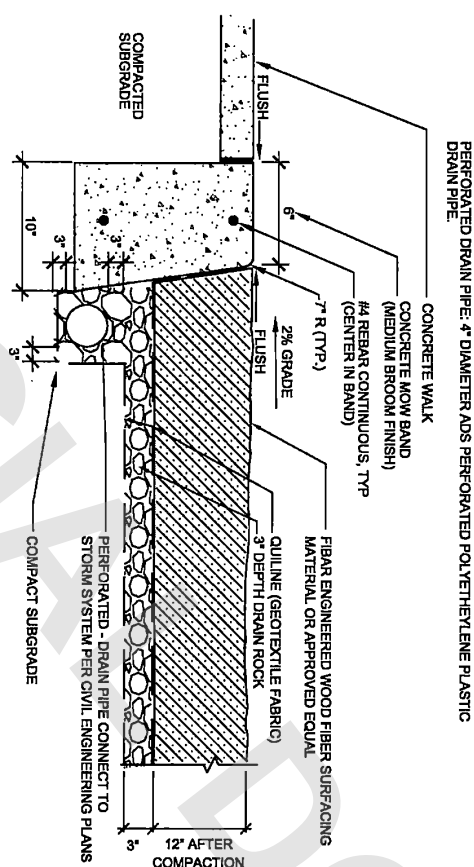
B

NOT TO SCALE

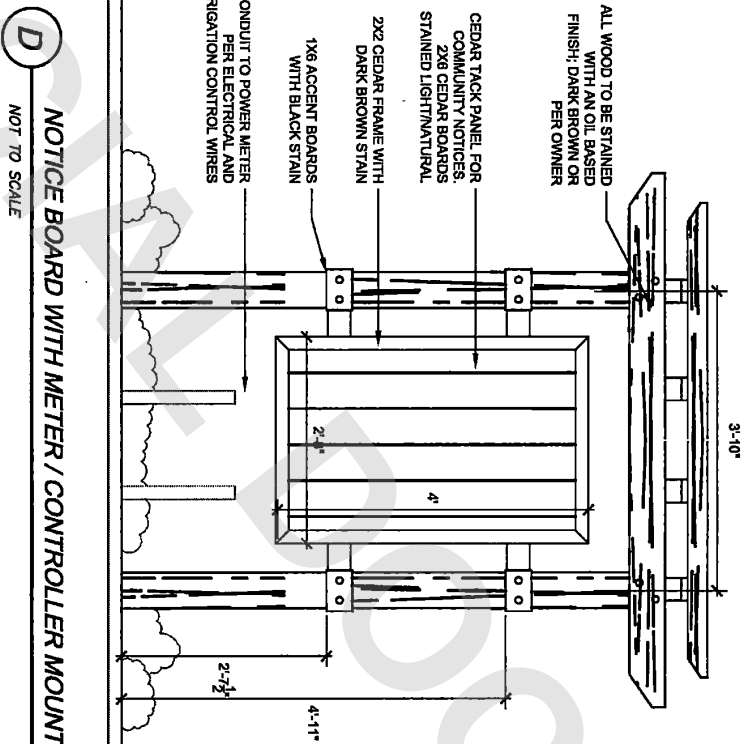
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C

PLAY AREA SOFT SURFACE AND CONC. EDGE
NOT TO SCALE



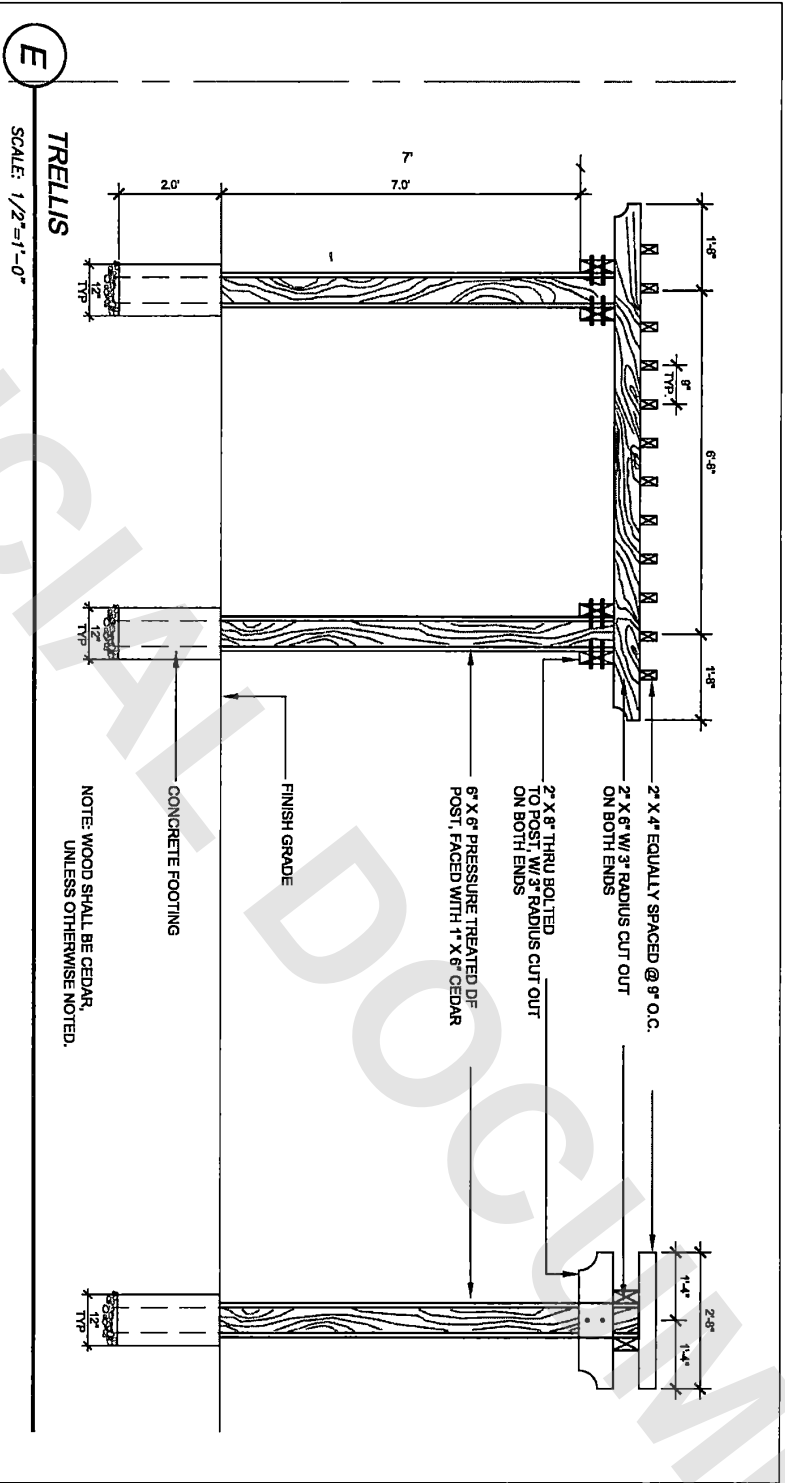
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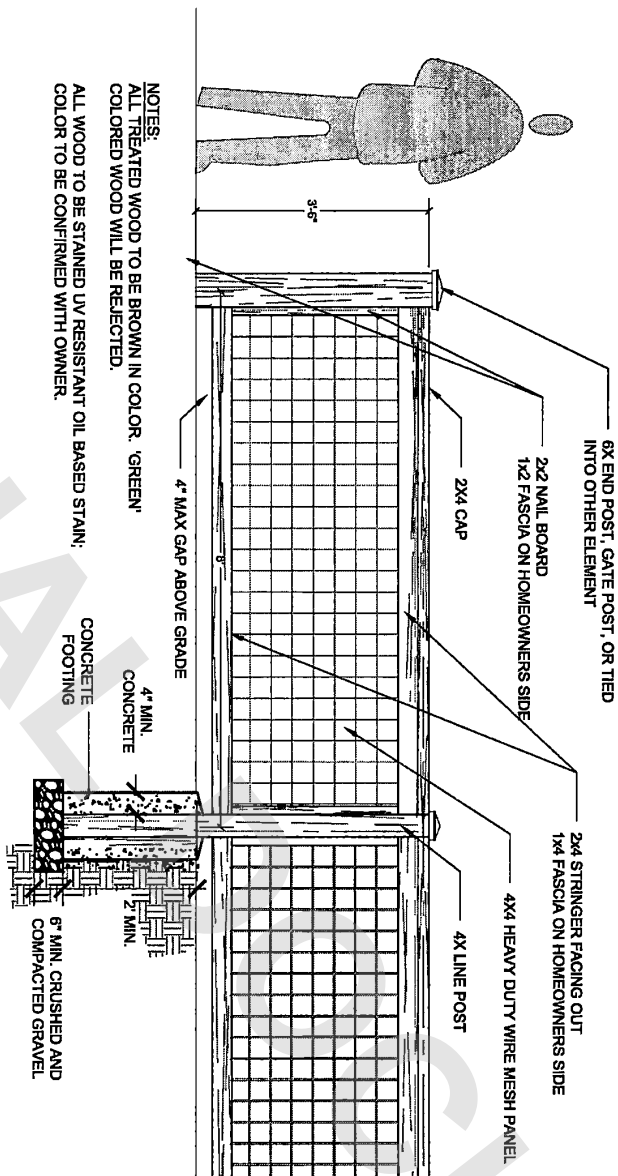
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MONTREAUX Phase 2
Final PUD plan
Exhibit C - Park and Open Space Tracts / Areas
Park Amenities Details 1

no scale



The HOA are responsible for monitoring, maintenance, and replacement (when necessary) of the trees, shrubs, groundcover, fencing, irrigation and other items located in these tracts and easement areas. These areas are the sole responsibility of the HOA, not the City of Mount Vernon. Dead and/or dying trees, shrubs, and groundcover shall be replaced with the same size and type of plant materials, e.g. a 2-inch deciduous tree that dies shall be replaced with a 2-inch deciduous tree. Tract 929 has a public trail easement through it that is the responsibility of the HOA to monitor and maintain.



NOTES:
ALL TREATED WOOD TO BE BROWN IN COLOR, 'GREEN'
COLORED WOOD WILL BE REJECTED.
ALL WOOD TO BE STAINED UV RESISTANT OIL BASED STAIN;
COLOR TO BE CONFIRMED WITH OWNER.

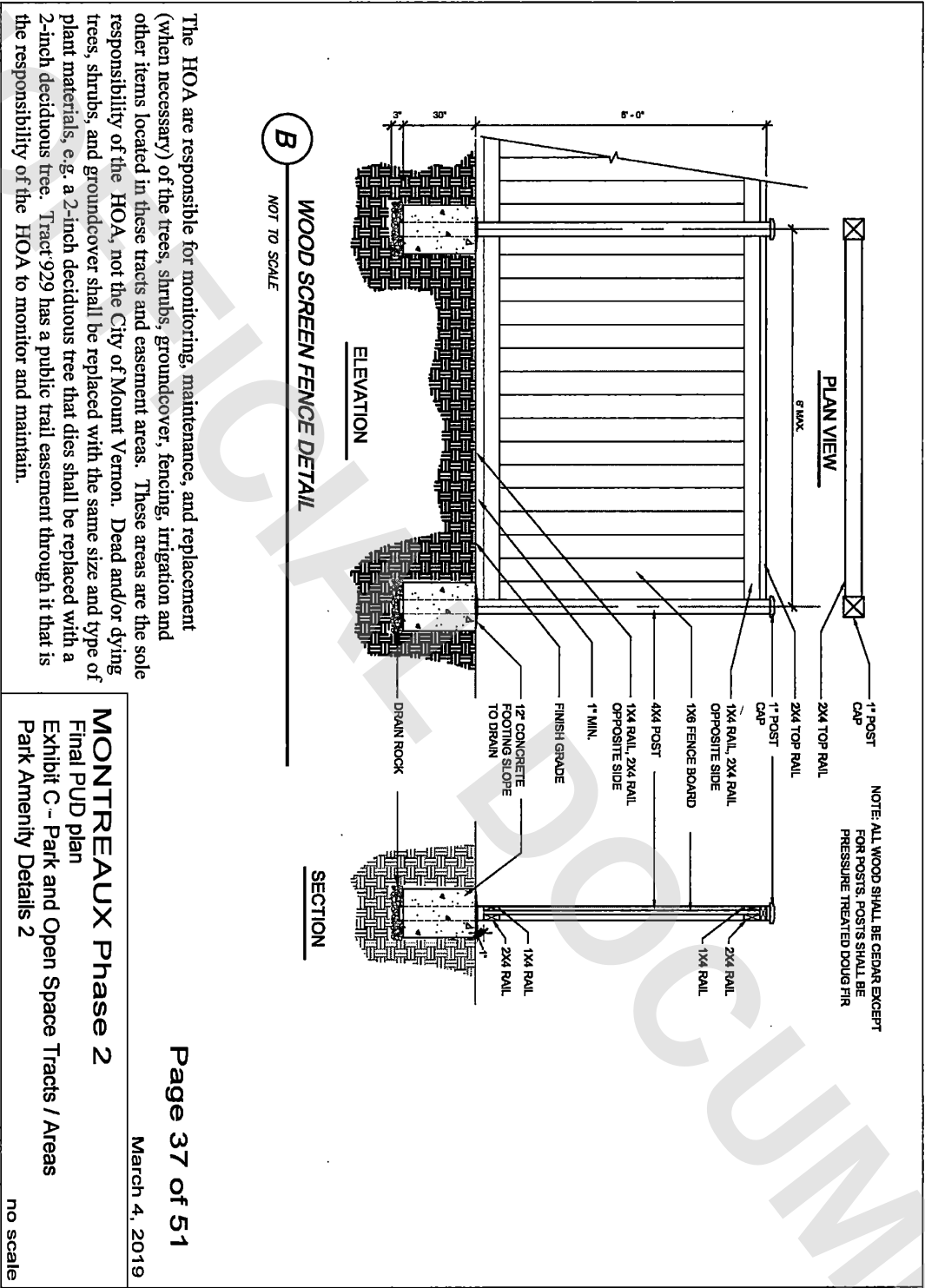
A

WOOD FENCE WITH MESH INFILL DETAIL
NOT TO SCALE

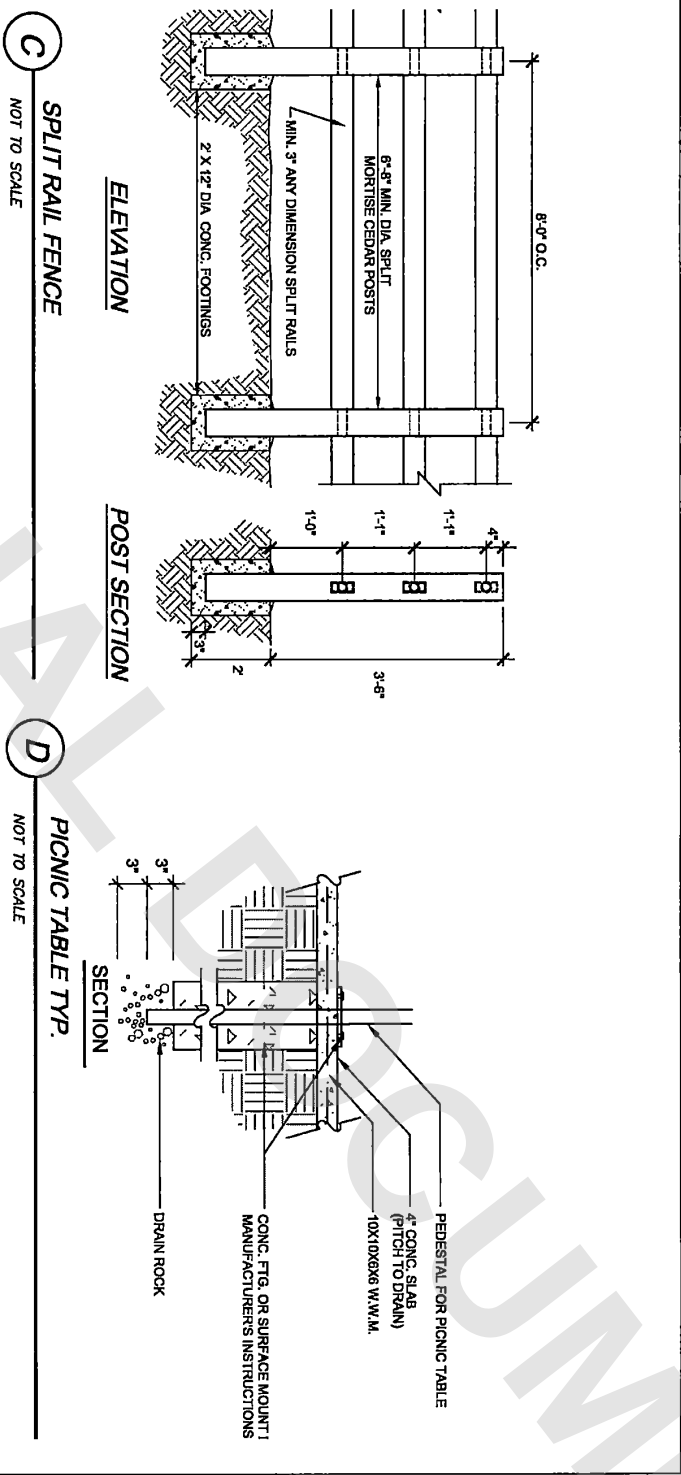
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MONTREAUX Phase 2
Final PUD plan
Exhibit C - Park and Open Space Tracts / Areas
Park Amenity Details 2

no scale



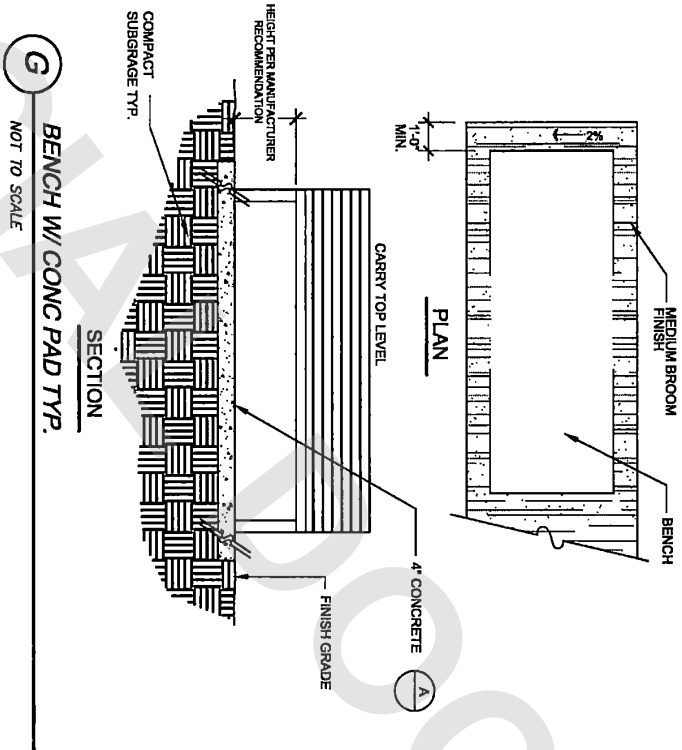
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MONTREAUX Phase 2
Final PUD plan
Exhibit C - Park and Open Space Tracts / Areas
Park Amenity Details 2

no scale

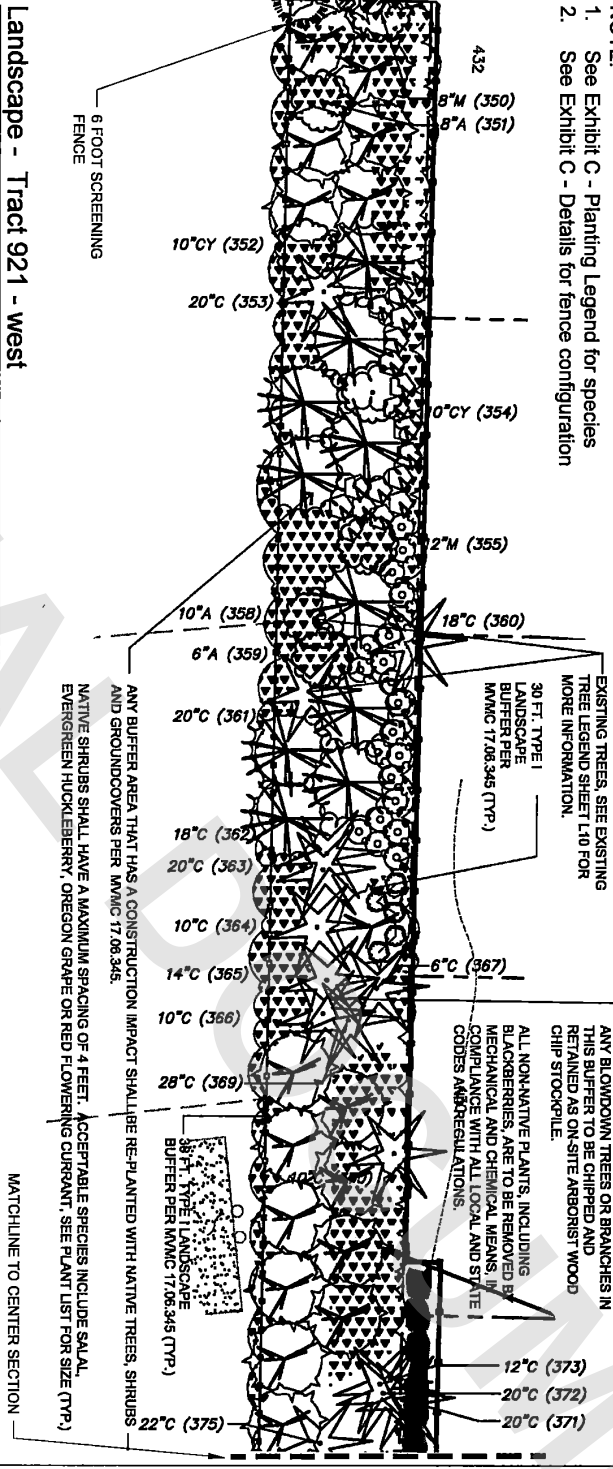


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MONTREAUX Phase 2
Final PUD plan
Exhibit C - Park and Open Space Tracts / Areas
Park Amenity Details 2

no scale

- NOTE:
1. See Exhibit C - Planting Legend for species
 2. See Exhibit C - Details for fence configuration

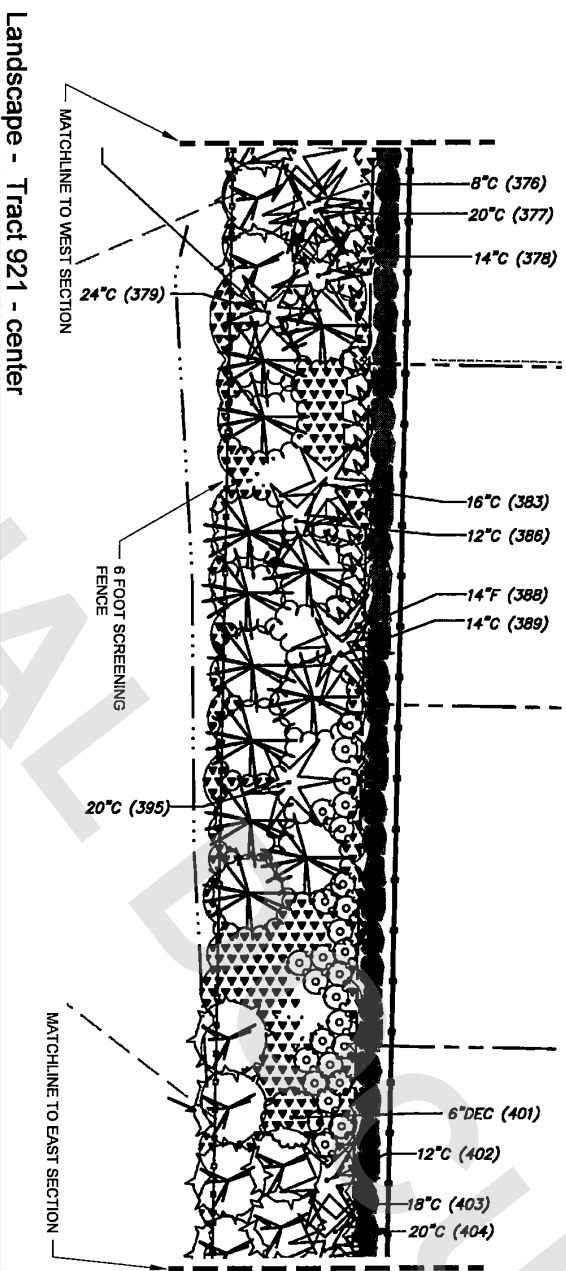


Landscape - Tract 921 - west

The forested buffers created in tracts 921, 928, and 931 are intended to screen and provide a transition from the lower density developments abutting portions of the Montreaux II plat. The forested buffer is required to have a 3 to 4 foot tall split rail fence delineating the buffer from the rear or side yard of the building lot it abuts and on the opposite side of the forested buffer it is required to have a 6-foot tall screening fence. Both the split rail and screening fence are required to remain on both sides of the forested buffer in perpetuity. Trees, shrubs, and non-invasive ground-cover within the forested buffer can be trimmed and maintained, but can only be removed with permission from the City of Mount Vernon (City). The City will authorize the removal of trees and shrubs within the forested buffer only if a professional arborist (or other similarly qualified professional) demonstrates to the City that the trees, shrubs, or ground-cover demonstrates to the City that it poses a danger and/or are dead or dying. If the City authorizes the removal of trees, shrubs, or ground-cover within the forested buffer new trees, shrubs, or non-invasive ground-cover shall be replanted in a timeframe and density established, and pre-approved, by the City. The owners of the lots that abut forested buffers and the HOA shall not disturb the trees, shrubs, or ground cover within the forested buffer unless it is for maintenance such as minor weed removal.

The HOA is responsible for monitoring, maintenance, and replacement (when necessary) of the trees, shrubs, groundcover, and fencing, located in these tracts. These areas are the sole responsibility of the HOA, not the City of Mount Vernon.

- NOTE:
1. See Exhibit C - Planting Legend for species
 2. See Exhibit C - Details for fence configuration

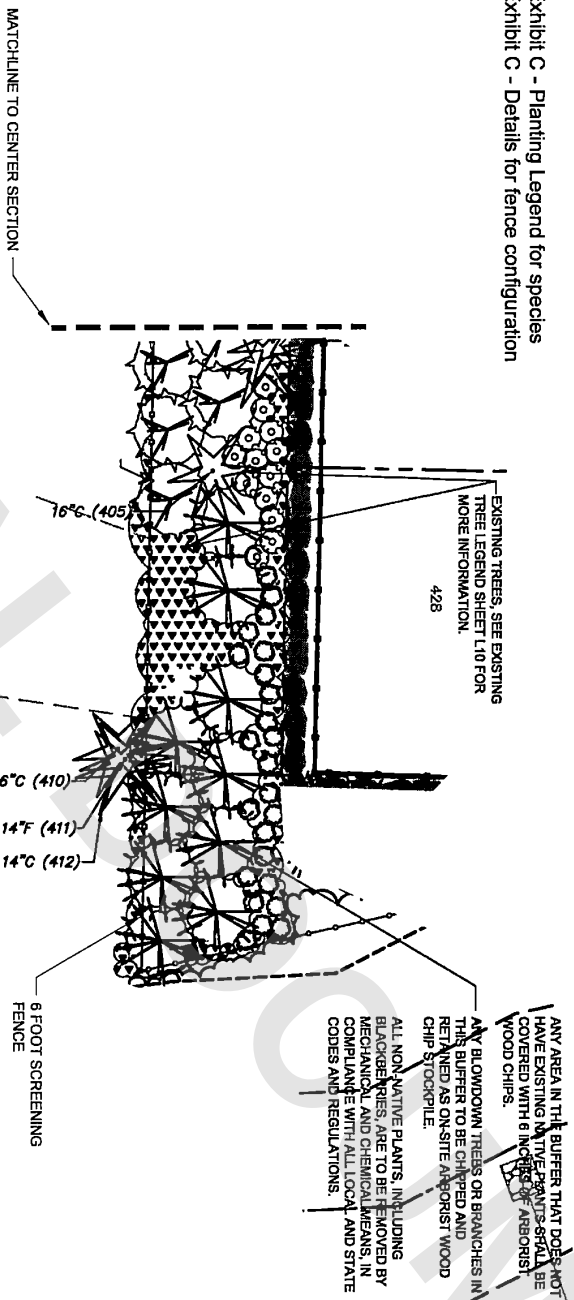


Landscape - Tract 921 - center

The forested buffers created in tracts 921, 928, and 931 are intended to screen and provide a transition from the lower density developments abutting portions of the Montreaux II plat. The forested buffer is required to have a 3 to 4 foot tall split rail fence delineating the buffer from the rear or side yard of the building lot it abuts and on the opposite side of the forested buffer it is required to have a 6-foot tall screening fence. Both the split rail and screening fence are required to remain on both sides of the forested buffer in perpetuity. Trees, shrubs, and non-invasive ground-cover within the forested buffer can be trimmed and maintained, but can only be removed with permission from the City of Mount Vernon (City). The City will authorize the removal of trees and shrubs within the forested buffer only if a professional arborist (or other similarly qualified professional) demonstrates to the City that the trees, shrubs, or ground-cover demonstrates to the City that it poses a danger and/or are dead or dying. If the City authorizes the removal of trees, shrubs, or ground-cover within the forested buffer new trees, shrubs, or non-invasive ground-cover shall be replanted in a timeframe and density established, and pre-approved, by the City. The owners of the lots that abut forested buffers and the HOA shall not disturb the trees, shrubs, or ground cover within the forested buffer unless it is for maintenance such as minor weed removal

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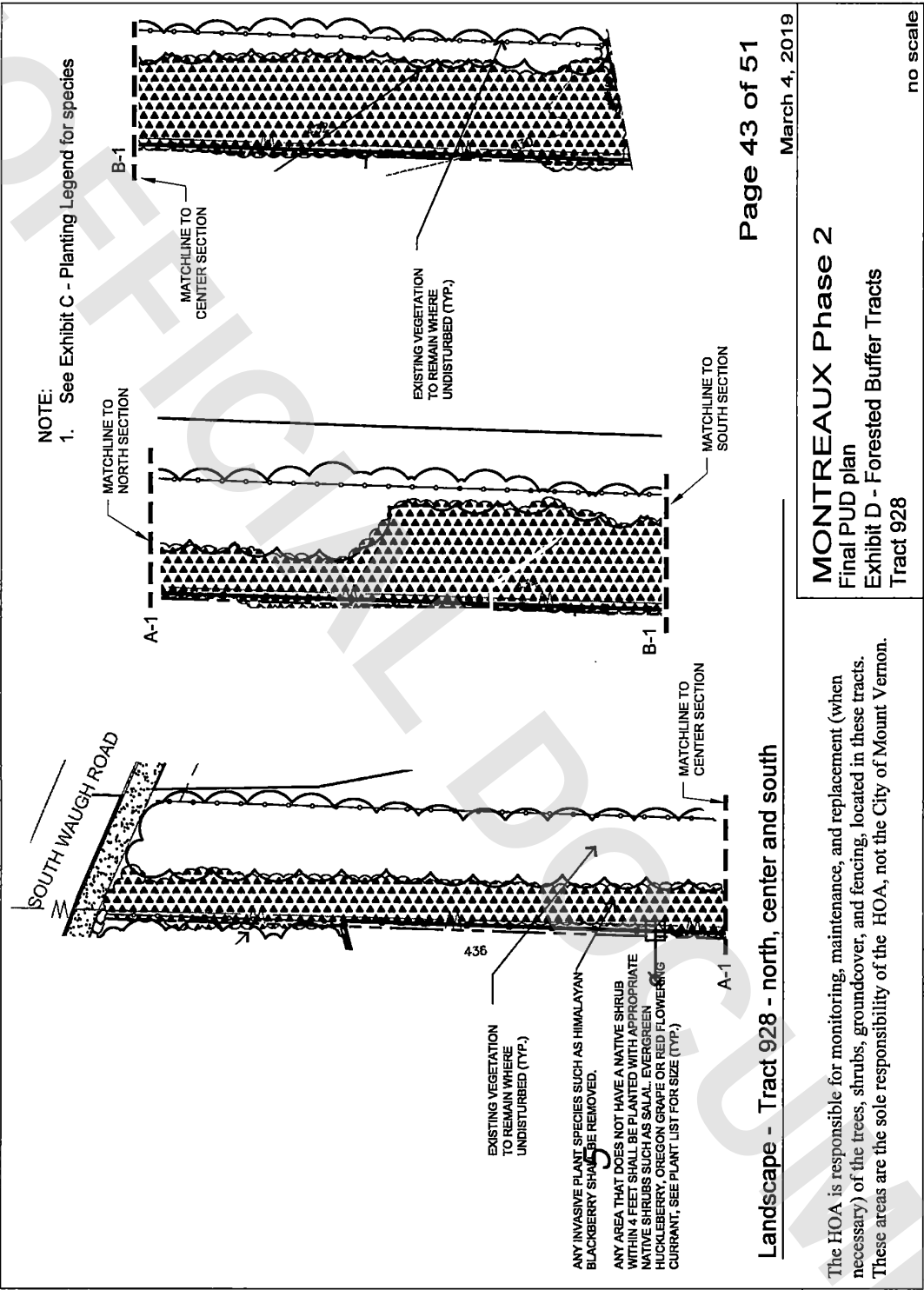
- NOTE:
1. See Exhibit C - Planting Legend for species
 2. See Exhibit C - Details for fence configuration



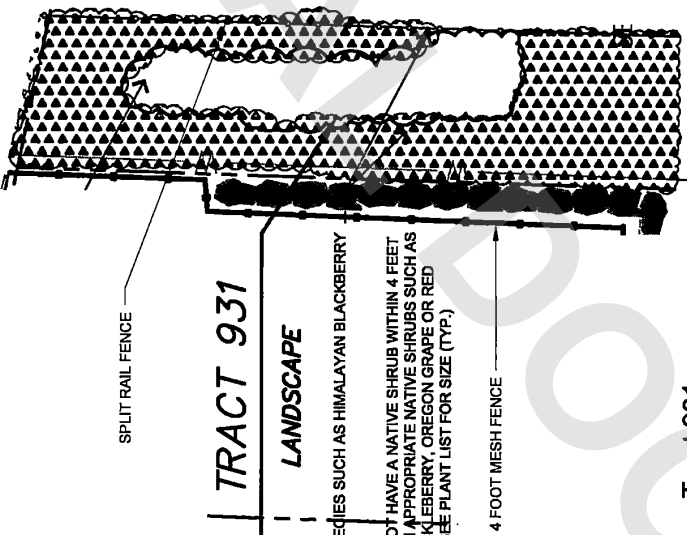
Landscape - Tract 921 - east

The forested buffers created in tracts 921, 928, and 931 are intended to screen and provide a transition from the lower density developments abutting portions of the Montreaux II plat. The forested buffer is required to have a 3 to 4 foot tall split rail fence delineating the buffer from the rear or side yard of the building lot it abuts and on the opposite side of the forested buffer it is required to have a 6-foot tall screening fence. Both the split rail and screening fence are required to remain on both sides of the forested buffer in perpetuity. Trees, shrubs, and non-invasive ground-cover within the forested buffer can be trimmed and maintained, but can only be removed with permission from the City of Mount Vernon (City). The City will authorize the removal of trees and shrubs within the forested buffer only if a professional arborist (or other similarly qualified professional) demonstrates to the City that the trees, shrubs, or ground-cover demonstrates to the City that it poses a danger and/or are dead or dying. If the City authorizes the removal of trees, shrubs, or ground-cover within the forested buffer new trees, shrubs, or non-invasive ground-cover shall be replanted in a timeframe and density established, and pre-approved, by the City. The owners of the lots that abut forested buffers and the HOA shall not disturb the trees, shrubs, or ground cover within the forested buffer unless it is for maintenance such as minor weed removal

The HOA is responsible for monitoring, maintenance, and replacement (when necessary) of the trees, shrubs, groundcover, and fencing, located in these tracts. These areas are the sole responsibility of the HOA, not the City of Mount Vernon.



NOTE:
1. See Exhibit C - Planting Legend for species



SPLIT RAIL FENCE

TRACT 931

LANDSCAPE

ANY INVASIVE PLANT SPECIES SUCH AS HIMALAYAN BLACKBERRY SHALL BE REMOVED.

ANY AREA THAT DOES NOT HAVE A NATIVE SHRUB WITHIN 4 FEET SHALL BE PLANTED WITH APPROPRIATE NATIVE SHRUBS SUCH AS SALAL, EVERGREEN HUCKLEBERRY, OREGON GRAPE OR RED FLOWERING CURRANT. SEE PLANT LIST FOR SIZE (TYP.)

4 FOOT MESH FENCE

Landscape - Tract 931

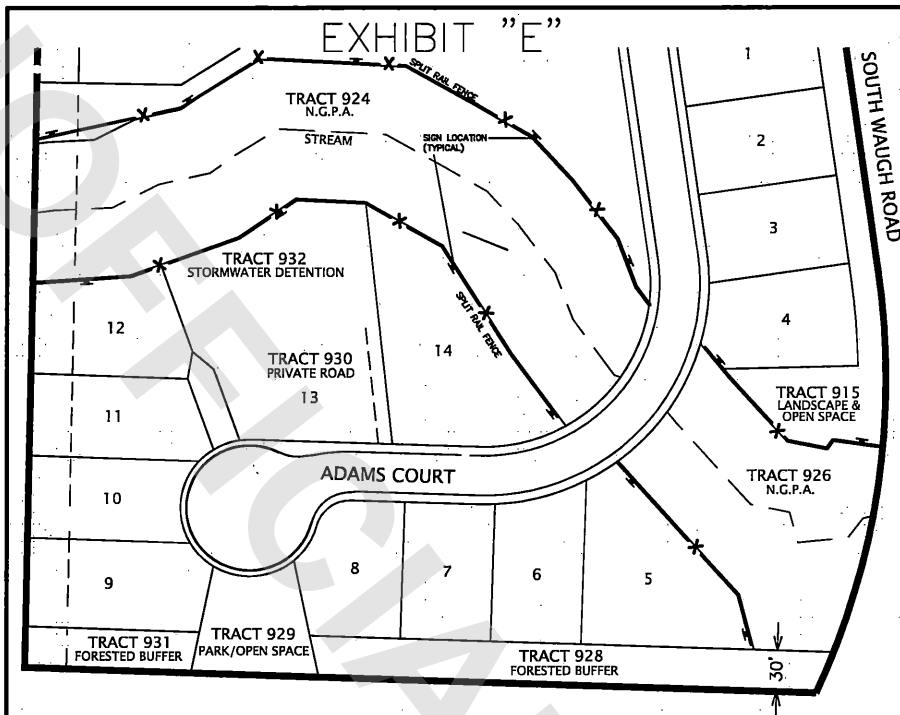
Page 44 of 51

March 4, 2019

MONTREAUX Phase 2
Final PUD plan
Exhibit D - Forested Buffer Tracts
Tract 931

no scale

The HOA is responsible for monitoring, maintenance, and replacement (when necessary) of the trees, shrubs, groundcover, and fencing, located in these tracts. These areas are the sole responsibility of the HOA, not the City of Mount Vernon.



NATURAL GROWTH PROTECTION AREA (NGPA) NOTE:

THE HOA IS RESPONSIBLE FOR MONITORING, MAINTENANCE, AND REPLACEMENT (WHEN NECESSARY) OF THE TREES, SHRUBS, GROUND COVER, FENCING, AND CRITICAL AREA SIGNS LOCATED IN THESE TRACTS. THESE AREAS ARE THE SOLE RESPONSIBILITY OF THE HOA AND NOT THE CITY OF MOUNT VERNON.

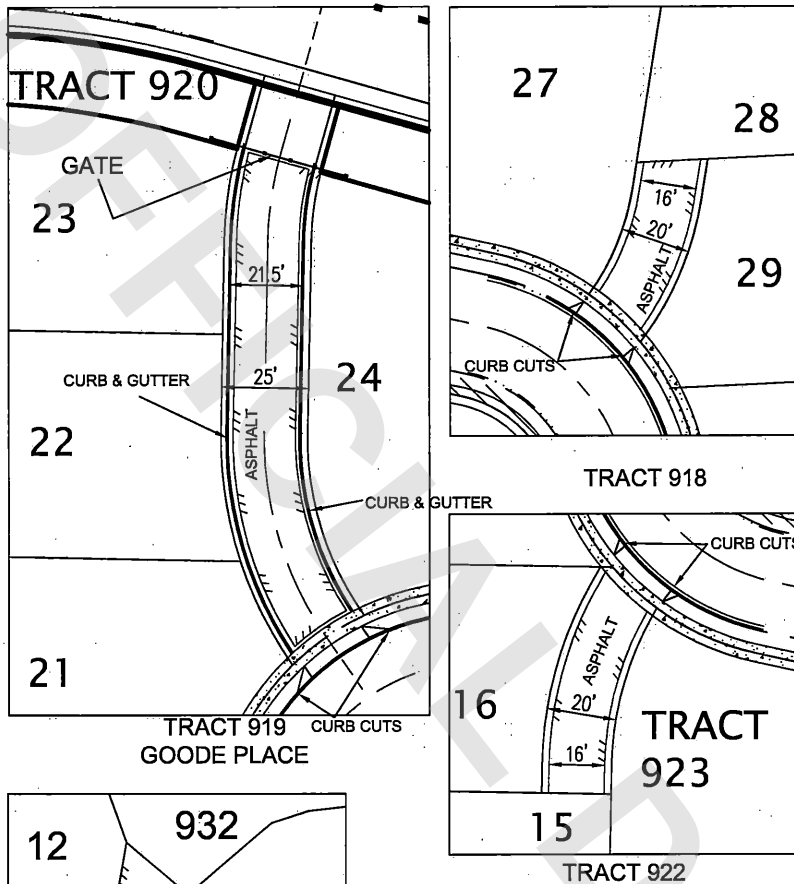
THE NGPA IS CREATED FOR THE PURPOSE OF PRESERVING CRITICAL AREAS, BUFFERING AND PROTECTING PLANTS AND ANIMAL HABITAT, AND PREVENTING HARM TO PROPERTY AND THE ENVIRONMENT INCLUDING, BUT NOT LIMITED TO CONTROLLING SURFACE WATER RUNOFF AND EROSION AND MAINTAINING SLOPE STABILITY. THIS NGPA ESTABLISHES AND CREATES AN OBLIGATION TO MAINTAIN AND PROTECT THE NGPA TRACT(S) AND LEAVE UNDISTURBED ALL TREES AND OTHER VEGETATION WITHIN THIS AREA, EXCEPT FOR THE REMOVAL OF DISEASED OR DYING VEGETATION THAT PRESENTS A HAZARD, OR THE IMPLEMENTATION OF AN ENHANCEMENT PLAN REQUIRED AND/OR APPROVED BY THE CITY. ANY WORK IN THE NGPA, INCLUDING REMOVAL OF DEAD DISEASED OR DYING VEGETATION, SHALL NOT OCCUR UNLESS THE EXPRESS WRITTEN AUTHORIZATION OF THE CITY HAS BEEN RECEIVED. THE COST ASSOCIATED WITH THE EVALUATION, REMOVAL AND REPLANTING OF ANY VEGETATION SHALL NOT BE THE RESPONSIBILITY OF THE CITY; BUT RATHER SHALL BE BORNE BY THE HOMEOWNER'S ASSOCIATION (HOA). THE RIGHTS AND OBLIGATIONS SET FORTH HEREIN FOR THIS NGPA SHALL INSURE TO AND BE BINDING UPON ALL PARTIES, THEIR HEIRS, SUCCESSORS AND ASSIGNS, AND SHALL RUN WITH THE LAND.

THE HOA SHALL HEREAFTER BE RESPONSIBLE FOR PROTECTION, MAINTAINING, AND REPLANTING THE NGPA TRACT(S) AND IS HEREBY REQUIRED TO LEAVE NGPA AREAS UNDISTURBED IN A NATURAL STATE. THE HOA IS ALSO RESPONSIBLE FOR KEEPING SPLIT RAIL FENCING AND CRITICAL AREA SIGNAGE ALONG THE BOUNDARIES OF THE NGPA TRACT. OVER TIME THE HOA WILL NEED TO REPAIR AND/OR REPLACE THE SPLIT RAIL FENCING AND/OR CRITICAL AREA SIGNS, AS NECESSARY. MAINTENANCE INCLUDES ENSURING THAT NO ALTERATIONS OCCUR WITHIN THE TRACT AND THAT ALL VEGETATION REMAINS UNDISTURBED UNLESS THE EXPRESS WRITTEN AUTHORIZATION OF THE CITY OF MOUNT VERNON HAS BEEN RECEIVED. SHOULD ANY DISTURBANCE OF THE NGPA OCCUR, THE HOA SHALL HAVE THE OBLIGATION TO RESTORE AND RETURN THE AFFECTED AREA TO ITS NATURAL STATE IMMEDIATELY, UNDER THE PROVISIONS OF A CITY APPROVED MITIGATION PLAN.

Page 45 of 51

	DATE 2/11/2019	NGPA EXHIBIT "E"	SHEET 1
	JOB NO. 17096	MOUNT VERNON WASHINGTON MONTREUX PHASE II	OF 1

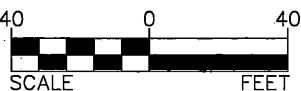
EXHIBIT "F"



PRIVATE ROADS NOTE:

THE HOA IS RESPONSIBLE FOR MONITORING, MAINTENANCE, RECONSTRUCTION AND REPLACEMENT (WHEN NECESSARY) OF THESE PRIVATE ROADS. THESE AREAS ARE THE SOLE RESPONSIBILITY OF THE HOA AND NOT THE CITY OF MOUNT VERNON. PARKING SHALL NOT BE ALLOWED ON TRACTS: 918 (SERVING LOTS 28 AND 29), 919 (SERVING LOTS 21, 22, AND 23), 922 (SERVING LOTS 15 AND 16), AND 930 (SERVING LOTS 11, 12, 13, AND TRACT 932) THAT ARE ALL PRIVATE ROADS. THE HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR ENSURING NO PARKING SIGNS AND/OR PAVEMENT PAINT IS MAINTAINED AS NECESSARY TO ENSURE THE PARKING RESTRICTIONS ARE CLEARLY VISIBLE.

Page 46 of 51

DATE
2/11/2019JOB NO.
17096

PRIVATE ROADS EXHIBIT

MOUNT VERNON

WASHINGTON

MONTREAUX PHASE II

SHEET

1

OF

1

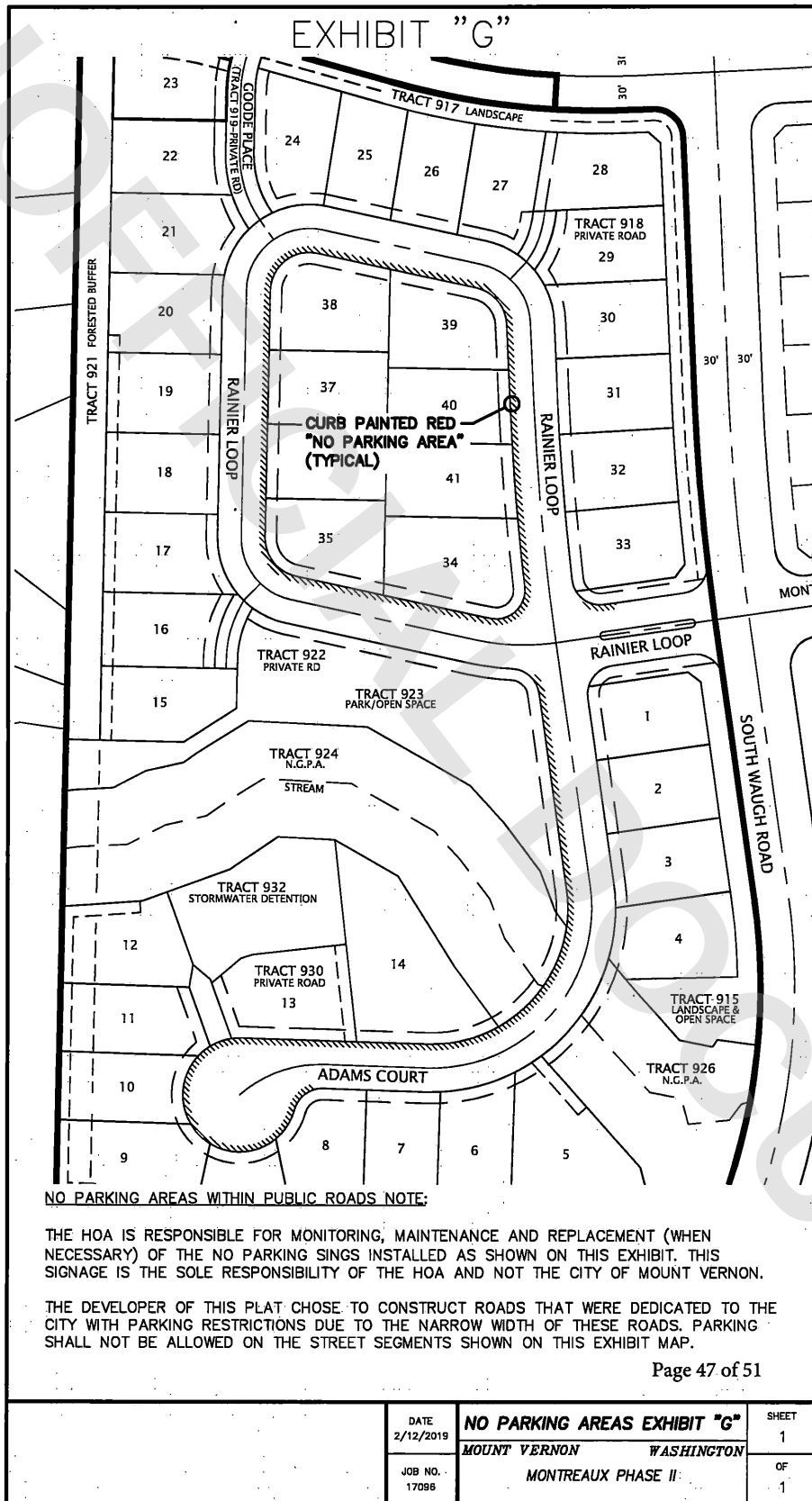


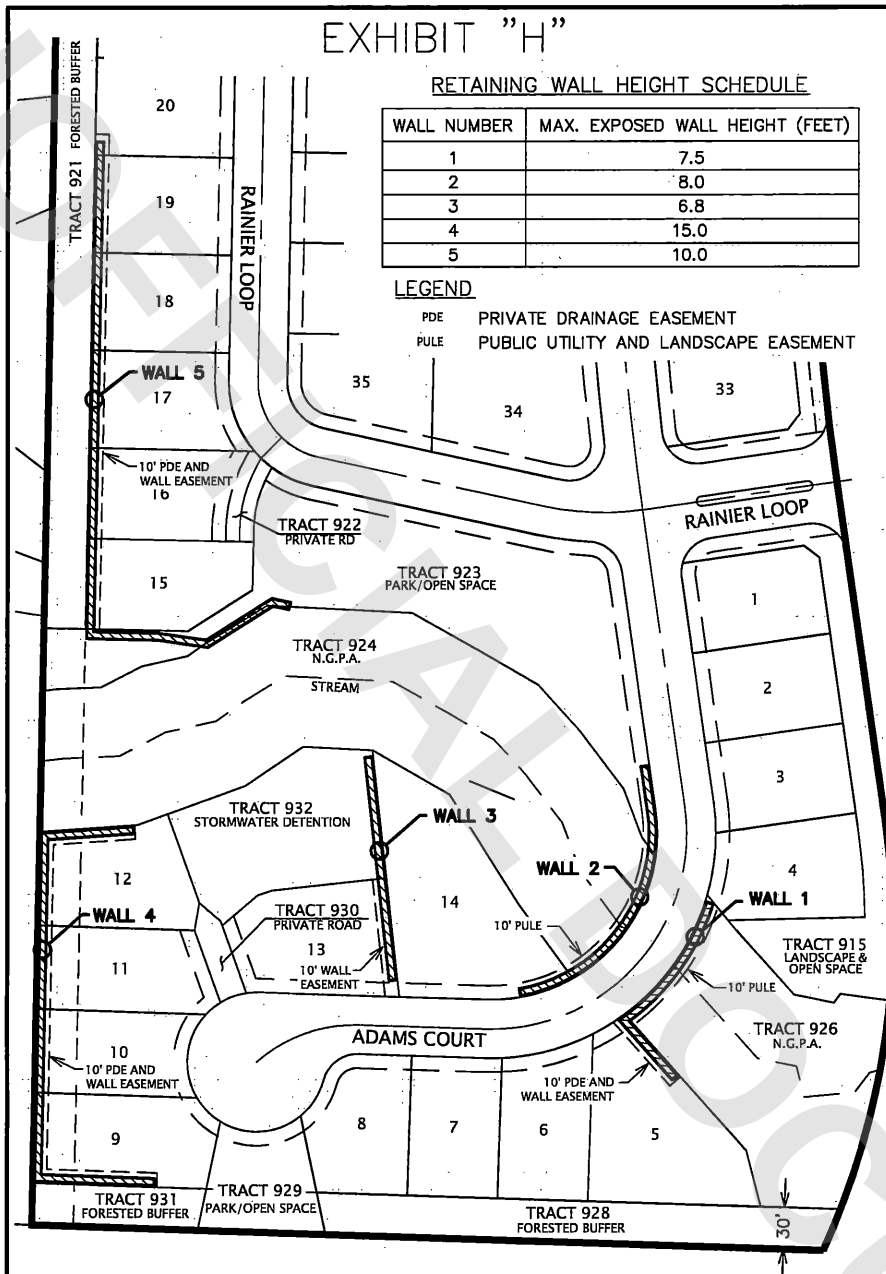
EXHIBIT "H"

RETAINING WALL HEIGHT SCHEDULE

WALL NUMBER	MAX. EXPOSED WALL HEIGHT (FEET)
1	7.5
2	8.0
3	6.8
4	15.0
5	10.0

LEGEND

PDE PRIVATE DRAINAGE EASEMENT
 PULE PUBLIC UTILITY AND LANDSCAPE EASEMENT



RETAINING WALL EASEMENT NOTE:

THE HOA IS RESPONSIBLE FOR MONITORING, MAINTENANCE, REPAIR, RECONSTRUCTION AND REPLACEMENT (WHEN NECESSARY) OF THE RETAINING WALLS WITHIN THIS PLAT AS SHOWN ON THIS EXHIBIT. THESE RETAINING WALLS ARE THE SOLE RESPONSIBILITY OF THE HOA AND NOT THE CITY OF MOUNT VERNON.

MAINTENANCE OF THE RETAINING WALLS INCLUDES INSURING THAT NO ALTERATIONS OCCUR WITHIN THE EASEMENT AREAS AND THAT ALL VEGETATION REMAINS UNDISTURBED UNLESS THE EXPRESS WRITTEN AUTHORIZATION OF THE CITY OF MOUNT VERNON HAS BEEN RECEIVED. SHOULD ANY DISTURBANCE OF THE RETAINING WALL OCCUR, THE HOA SHALL HAVE THE OBLIGATION TO RESTORE THE WALL AFTER APPLYING FOR AND RECEIVING A BUILDING PERMIT FROM THE CITY TO COMPLETE THE RESTORATION NEEDED.

Page 48 of 51

DATE 2/12/2019	RETAINING WALL EXHIBIT "H"	SHEET 1
JOB NO. 17096	MOUNT VERNON WASHINGTON MONTREUX PHASE II	OF 2

STANDARD
FILL

EXIST. GRADE

GEOROID (FROM
DN BOTTOM UP)

KEYSTONE
(8"x18" Lx
12"D)

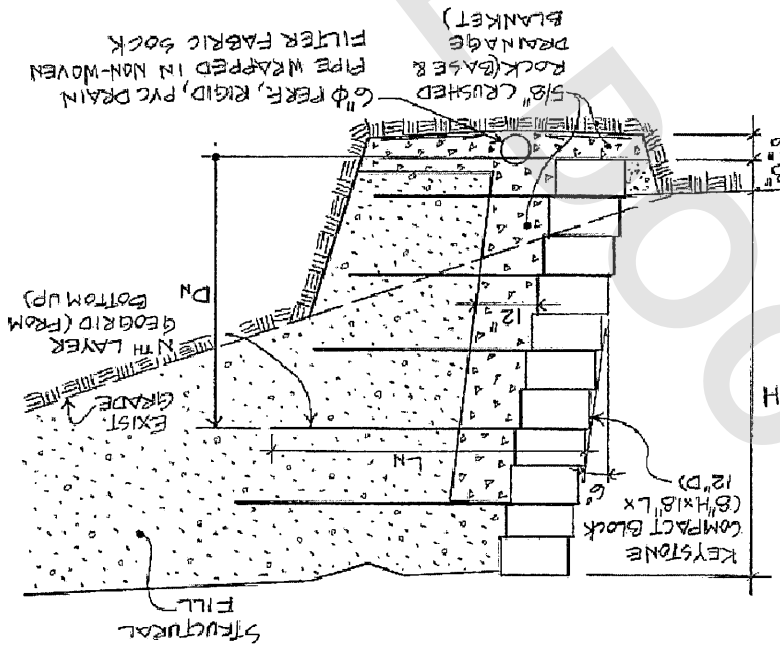
COMPACT BLOCK

5/8" CRUSHED
ROCK (BASE &
DRAINAGE
BLANKET)

6" PERFORATED, RIGID, PVC DRAIN
PIPE WRAPPED IN NON-WOVEN
FILTER FABRIC SOCK

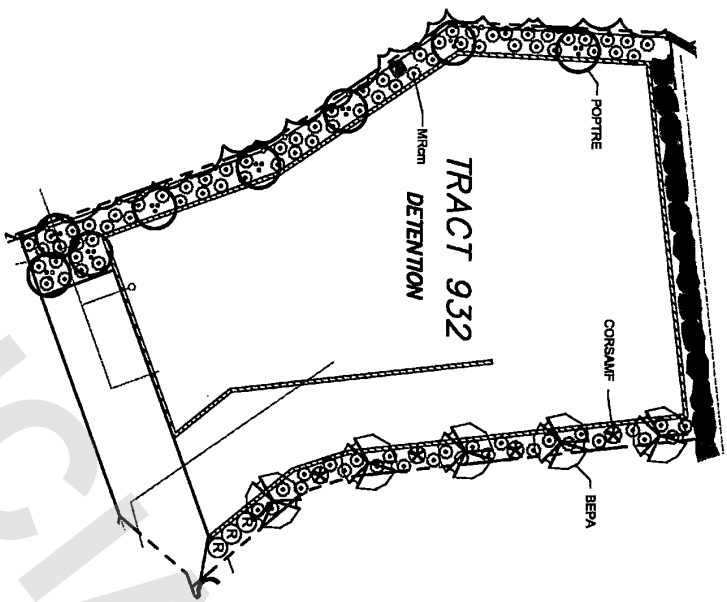
RETAINING WALL CROSS-SECTION

RETAINING WALL GEOGRID SCHEDULE



RETAINING WALL CROSS-SECTION

EXHIBIT "H"



NOTE:
1. See Exhibit C - Planting Legend for species

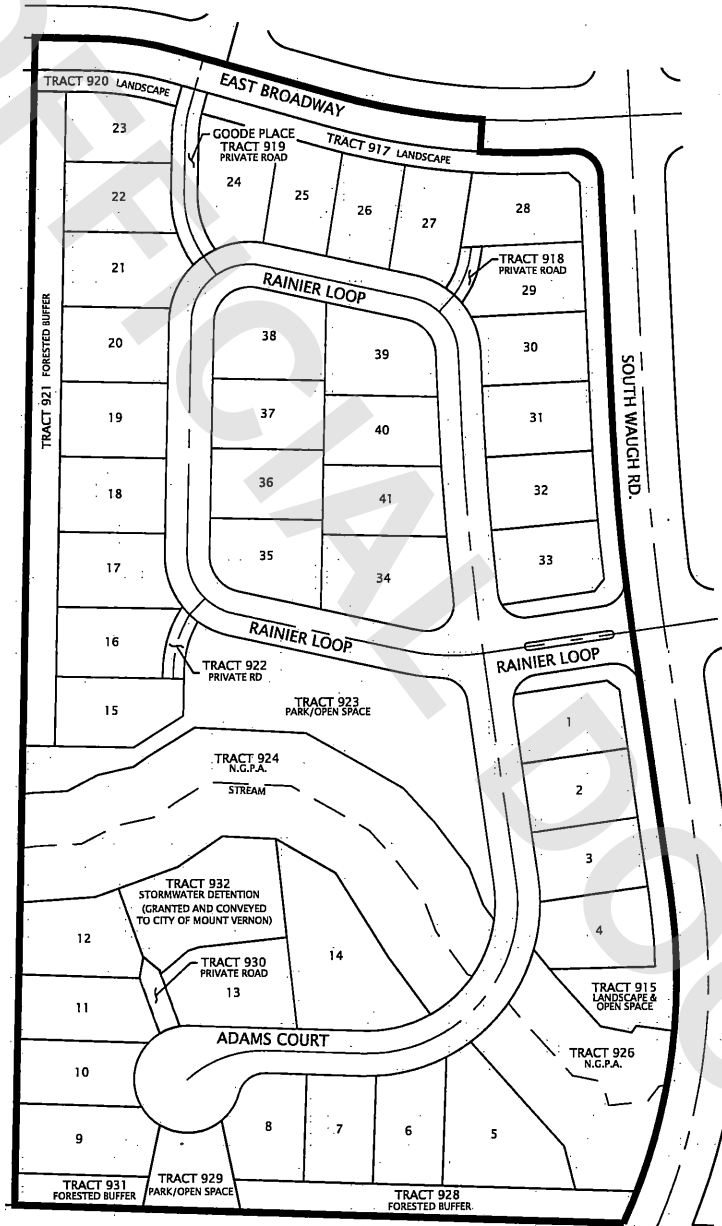
Landscape at Detention Pond- Tract 932

The HOA is responsible for monitoring, maintenance repair, and replacement (when necessary) of the fence and landscaping installed around the stormwater pond as shown on this exhibit. This fencing and landscaping is the sole responsibility of the Declarant and HOA, not the City of Mount Vernon.

MONTREAUX Phase 2
Final PUD plan
Exhibit I - Detention Pond
Tract 932

March 4, 2019
no scale

EXHIBIT "J"



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	DATE 2/19/2019	H.O.A. AND DETENTION TRACTS	SHEET 1
	JOB NO. 17096	MOUNT VERNON WASHINGTON MONTREUX PHASE II.	OF 1