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Skagit County Auditor

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS  
AND RESTRICTIONS**

**3/4/2025**

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Referenced Docs: 201906240189, 202004060129

Grantor (s) ARBOR GLEN OWNERS ASSOCIATION a non-profit corporation

Grantee (s) THE PUBLIC

ARBOR GLEN OWNERS ASSOCIATION a Washington non-profit corporation

Abbreviated Legal: Lots 1-19. Tracts 994-999, Plat of Arbor Glen

Additional Legal on page(s); SEE Exhibit A

Assessor's Tax Parcel Nos.:

P134742	P134747	P134752	P134757	P134762
P134743	P134748	P134753	P134758	P134763
P134744	P134749	P134754	P134759	P134764
P134745	P134750	P134755	P134760	P134765
P134746	P134751	P134756	P134761	P134766

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That certain Declaration of Covenants, Conditions, Easements and Restrictions recorded April 06, 2020 under Skagit County Auditor's File Number 202004060129 is hereby amended, superseded, replaced and restated as provided in this document.

Amended and Restated Declaration of Covenants, Conditions and Restrictions

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## **ARTICLE I - DECLARATION**

Pursuant to the Washington Uniform Common Interest Ownership Act, RCW 64.90, hereinafter referred to as "**the Governing Law**", for the purpose of submitting the Property, hereinafter described to the provisions of the Governing Law, ARBOR GLEN OWNERS ASSOCIATION a Washington non-profit corporation, herein referred to as "**Declarant**" makes this Declaration.

This Declaration of Covenants states covenants, conditions, restrictions and reservations intended by the Declarant to effect a common plan for the development of the real property within the Community mutually beneficial to all of the Lots within the Community, consistent with the covenants and conditions of the Plat. The covenants, conditions, restrictions, reservations and plan, including without limitation the statutory lien for Assessments described below, that may be foreclosed by the Association nonjudicially under the Power of Sale granted herein, are binding upon all real property within the Community and upon each such Lot created therein as a parcel of realty and upon its Owners and their heirs, personal representatives, family members and other Occupants, guests, invitees, tenants, licensees, successors and assigns, through all successive transfers of a Lot or of any other part of the Property, irrespective of whether specifically referred to in deeds, contracts or security instruments, and regardless of any subsequent forfeitures, foreclosures, or sales of Lots under security instruments, or of any forfeitures, foreclosures, or sales instituted for nonpayment of government tax, levy or assessment of any kind.

It is agreed by acceptance of a conveyance, contract for sale, lease, rental agreement, or any form of security agreement or instrument, or any privileges of use or enjoyment, respecting the Property or any parcel created by this Declaration, that this Declaration, together with the Map, referred to herein, covenants, conditions, reserves a common plan for the development mutually beneficial to all of the Lots, and that the covenants, conditions, restrictions, reservations and plans are binding upon the entire Property and upon each Lot as a parcel of realty, and upon its Lot Owners or possessors, and their heirs, personal representatives, successors and assigns, through all successive transfers of all or part of the Property or any Security Interests therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments, regardless of any subsequent forfeiture, foreclosures, or sales of Lots under security instruments.

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That certain Declaration of Covenants, Conditions, Easements and Restrictions recorded April 06, 2020 under Skagit County Auditor's File Number 202004060129 is hereby amended, superseded, replaced and restated as provided in this document.

## **ARTICLE II - Definitions**

- 2.1 "Allocated Interest" means the allocation of interest in the Common Elements, the Common Expense Liability and Voting.
- 2.2 "Assessment" means all sums chargeable by the Association against a Lot including, without limitation:
- (a) regular and special Assessments for Common Expenses and Specially Allocated Assessments for other expenses, charges, or fines imposed and levied by the Association;
  - (b) interest and late charges on any delinquent account; and
  - (c) all costs of collection, including reasonable attorneys' fees, incurred by the Association in connection with the collection of a delinquent Lot Owner's account.
- 2.3 "Association" or "Lot Owners' Association" means the Arbor Glen Owners' Association that is described in Article VI.
- 2.4 "Board" means the body with the primary authority to manage the affairs of the Association, as provided in RCW 64.90.410(1).
- 2.5 "Bylaws" means the bylaws of the Association as amended from time to time.
- 2.6 "City" means the City of Sedro Woolley.
- 2.7 "Common Elements" means all portions of the Community other than the Lots, more particularly described in Article V.
- 2.8 "Common Expense" means any expense of the Association, including allocations to reserves, allocated to each Lot in accordance with Common Expense Liability.
- 2.9 "Common Expense Liability" means the liability for Common Expenses allocated to each Lot pursuant to the Governing Law and Article IX of this Declaration.
- 2.10 "Community" means all the Property, with all the improvements constructed therein, and all other institutions and things serving the Lots and Lot Owners therein governed by the Association. This Community is a Plat Community as defined in the Governing Law.

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- 2.11 "Declarant" means ARBOR GLEN OWNERS ASSOCIATION a non-profit corporation, and any Successor Declarant or any Person specifically defined as a Declarant at RCW 64.90.010(17).
- 2.12 "Declarant Control" means the right of the Declarant or Persons designated by the Declarant to appoint and remove officers and members of the Board or to veto or approve a proposed action of the Board or Association pursuant to this Declaration and RCW 64.90.415(1)(a). Rights of Declarant Control are separate and distinct from Special Declarant Rights to control any construction, design review, or aesthetic standards committee or process.
- 2.13 "Declaration" means this document, which creates the Community by setting forth the information required by Governing Law, and any amendments to this document.
- 2.14 "Development Rights" means any right or combination of rights reserved by Declarant in the Declaration: (a) to add real property or improvements to the Community; (b) to create Lots, Common Elements, or Limited Common Elements within real property included in or added to the Community; (c) to subdivide or combine Lots or convert Lots into Common Elements; (d) to withdraw real property from the Community; or (e) to reallocate Limited Common Elements with respect to Lots that have not been conveyed by the Declarant. Development rights are personal to the Declarant and may be exercised, or not exercised, at the sole discretion of the Declarant. In this Community, Development rights are described in Subsection 3.3 below.
- 2.15 "Electronic transmission or "electronically transmitted" means any electronic communication (a) not directly involving the physical transfer of a Record in a tangible medium and (b) that may be retained, retrieved, and reviewed by the sender and the recipient of the communication, and that may be directly reproduced in a tangible medium by a sender and recipient.
- 2.16 "Eligible Mortgagee" means the holder of a Security Interest on a Lot 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 "Foreclosure" means a statutory forfeiture or a judicial or nonjudicial foreclosure of a Security Interest or a deed or other conveyance in lieu of a Security Interest.
- 2.18 "Governing Documents" means this Declaration, the Plat Map, Bylaws, any Rules adopted by the Board, and any amendments to any such instruments.

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- 2.19 "Governing Law" means the Washington Uniform Common Interest Ownership Act (Chapter 64.90 RCW) or any successor statute, and any amendments thereto.
- 2.20 "Lot" means a physical portion of the Community that is created by a municipal subdivision process pursuant to RCW 58.17 and applicable Ordinance that is designated for separate ownership; the term "Lot" is intended to be coextensive with the term "Unit" as defined in the Governing Law, unless the context clearly evidences a different intent.
- 2.21 "Owner" and "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 and not the vendor of a Lot under a real estate contract.
- 2.22 "Manager" or "Managing Agent" shall mean a natural person or business entity regularly engaged in the business of managing common interest communities.
- 2.23 "Mortgage" means a mortgage, deed of trust or real estate contract.
- 2.24 "Notice" means a notice provided under the provisions of RCW 64.90.515.
- 2.25 "Occupant" means a natural Person lawfully occupying any portion of any Lot; the term includes without limitation Lot Owners, and family members, employees and tenants of Lot Owners.
- 2.26 "Ordinance" or "the Subdivision Ordinance" means the municipal code authorizing the creation of this Community in the City of Sedro Woolley, along with any administrative regulations and decisions implementing the same. The term includes any changes, revisions, substitutions and/or deletions in such law or regulations which may exist from time to time.
- 2.27 "Person" means an individual, corporation, business trust, estate, the trustee or beneficiary of a trust that is not a business trust, partnership, limited liability company, association, joint venture, public corporation, government, or governmental agency or instrumentality, or any other legal entity.
- 2.28 "Plat Map" means the recorded final Plat Map entitled Plat of Arbor Glen and any subsequent amendments thereof.
- 2.29 "Property" means the real property legally described on Exhibit "A" attached hereto and incorporated herein. The Property will also include such additions to the property which may hereafter be brought within the jurisdiction of the Association.

- 2.30 "Purchaser" means any Person, other than the Declarant or a dealer as defined in the Governing Law, who or which by means of a voluntary transfer acquires a legal or equitable interest in a Lot other than as security for an obligation.
- 2.31 "Qualified Financial Institution" means a bank, savings association, or credit union the deposits of which are insured by the federal government with a branch located in Skagit County.
- 2.32 "Record," used as a noun, means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.
- 2.33 "Residence" means a residential structure built upon any Lot for separate ownership and intended to serve as a personal residence.
- 2.34 "Residential Purposes" means use for dwelling and human habitation, and for reasonable social, recreational or other uses normally incident to such purposes.
- 2.35 "Rule" means a policy, guideline, restriction, procedure, or regulation adopted by the Association, however denominated, that is not set forth in the Declaration and that governs the conduct of Persons or use or appearance of the Property.
- 2.36 "Security Interest" means an interest in real estate or personal property, created by contract or conveyance that secures payment or performance of an obligation and includes a lien created by a mortgage, deed of trust, real estate contract, lease intended as security, assignment of lease or rents intended as security, and any other consensual lien or title retention contract intended as security for an obligation.
- 2.37 "Special Declarant Rights" means rights that are reserved for the benefit of the Declarant to: (a) Complete any improvements indicated on the Plat Map or described in the Declaration or the public offering statement pursuant to RCW 64.90.610(1)(h); (b) Exercise any development right; (c) Maintain sales offices, management offices, signs advertising the Community, and models; (d) Use easements through the Common Elements for the purpose of making improvements within the Community or within real estate that may be added to the Community; (e) Make the Community subject to a Master Association; (f) Merge or consolidate the Community with another common interest community; (g) Appoint or remove any officer or Board member of the Association or any master association or to veto or approve a proposed action of the Board or Association, pursuant to RCW 64.90.415(j); (h) Control any construction, design review, or aesthetic standards committee or process; (i) Attend meetings of the Lot Owners and, except during an executive session of the Board; and (j) Have access

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to the records of the Association to the same extent as a Lot Owner. In this Community, Special Declarant Rights that have been reserved by the Declarant are described in Article III hereof.

- 2.38 "Specially Allocated Expense" means any expense of the Association, including allocations to reserves, allocated to some or all of the Lot Owners and assessable against their respective Units pursuant to RCW 64.90.480(4) through (8).
- 2.39 "Specially Allocated Assessment" means an Assessment made or deemed to be made by the Association against Lots to which Specially Allocated Expenses are allocated under this Declaration.
- 2.40 "Stormwater Facilities" means those facilities used for the transmission, conveyance, treatment and detention of stormwaters, including but not limited to pipes, ditches, manholes, and ponds, constructed for the Subdivision.
- 2.41 "Structure" means any building, fence, wall, driveway, walkway, patio, garage, storage shed, carport, mailbox, rockery or the like.
- 2.42 "Tract" means any parcel of real property within the boundaries of the Subdivision not consisting of a Lot, and not dedicated to the City of Sedro Woolley.
- 2.43 "Transition Meeting" means the meeting of the Association held pursuant to RCW 64.90.415(4) to terminate any period of Declarant Control.
- 2.44 "Upkeep" means any care, inspections, maintenance, operation, repair, repainting, remodeling, restoration, improvement, renovation, alteration, replacement and reconstruction that is necessary to maintain property in a decent, safe and sanitary condition, in keeping with standards established in the Governing Documents of the Community.
- 2.45 "Vote(s)" means the voting power equal to each Lot's Allocated Interest set forth in this Declaration.
- 2.46 "Writing" and "written" means embodied in a tangible medium and does not include an electronic transmission.

## **ARTICLE III - DEVELOPMENT PLAN & COMMUNITY**

### **ATTRIBUTES.**

#### **3.1 Development Plan.**

3.1.1 **General Details.** Community has been developed in accordance with the permits and approvals ("Development Plan"), including the Plat File SW2017-330 approved by the City of Sedro Woolley on June 20, 2019. The Community is a subdivision consisting of 18 single family residential lots, one commercial lot and 6 tracts owned by the Association.

3.1.2 **Continued Consistency with Development Plan Required.** All further use and development of the Property in this Community shall be consistent with the Ordinance and with such Development Plan, as it may be amended at the sole discretion of the Declarant, and conditions of approval for the Plat of Arbor Glen.

#### **3.2 Community Attributes.**

3.2.1 **Project Type.** This Community contains Lots generally designed for Residential or Commercial Purposes, as described with greater particularity in Subsection 3.1 and Article IV, and VIII.

3.2.2 **Common Amenities.** The principal common amenities include six (6) tracts shown on the Plat Map as Tracts 994-999, Inclusive.

## ARTICLE IV - LOTS, RESIDENCES, AND OTHER STRUCTURES

### 4.1 Number and Location of Lots.

4.1.1 Initial Lots. The Community consists of eighteen (18) Residential Lots, one (1) Commercial Lot and six (6) Common Element Tracts. The locations and dimensions of the Lots and Tracts are shown on the Plat Map.

### 4.2 Subdivision and Combination of Lots.

4.2.1 Subdivision of Lots Prohibited. Subdivision of Lots is prohibited in this Community, except (a) when occurring through an exercise of Development Rights, or (b) when the Lot Owner of any Lot that has been previously combined with another Lot, or that has had its common boundary adjusted with another, later desires to cause such adjustment to be reversed with the consent of the Owner(s) of any other Lot(s) affected thereby, in the manner provided in the Governing Law and the Subdivision Ordinance.

4.2.2 Combination of Lots. Two or more Lots may be combined into a lesser number of Lots upon application to the Association by the Owners of those Lots and upon approval by the Board pursuant to this Section 4.2, followed by approval by the City under its Subdivision Ordinance. The application to the Board must include plans showing the relocated boundaries, a reallocation of the Allocated Interests of the Lots being combined among the Lots resulting from the combination, and such other information as the Board may require. Unless the Board determines, after receipt of all required information, that the reallocations are unreasonable or that the proposed boundary relocation does not comply with the Declaration, RCW 64.90.265 and other provisions of law, the Board shall approve the application, subject to approval by the City. Following receipt of approval by the City, the Board shall prepare any amendments to the Declaration and Plat required under the requirements of Subsection 4.2.3.

4.2.3 Amendments to Declaration and Plat. In any circumstance permitted in this Section 4.2, the Association shall (i) prepare an amendment to the Declaration that identifies the Lot(s) involved, assigns an identifying number to each resulting Lot, is executed by those Lot Owners and the Association, contains words of conveyance between them, and reallocates the Allocated Interests for Common Expense Liability formerly allocated to the Lot from which a combination was derived to the new Lot or, if two or more Lots are derived from such combination, among the new Lots in any reasonable manner

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prescribed by such Owners or on any other basis the Declaration requires; since voting rights are equally allocated among the Lots, each resulting combined Lot will have only one vote. The Declaration Amendment shall be recorded in the name of the grantor, the grantee and the Association as appropriate and as required under RCW 64.90.285(3), in the Office of the Skagit County Auditor; and (ii) obtain and record the amendment to the Plat approved by the City, showing the altered boundaries between adjoining Lots and their dimensions and identifying numbers. The amendments are effective upon recording.

4.2.4 Costs to be assessed to affected Lot Owners. All costs, including reasonable attorneys' fees, incurred in preparing and recording amendments to the Governing Documents shall be paid to the Association by the Owners Of the affected Lots prior to recordation of the required amendments to the Governing Documents.

4.2.5 Payment of Other Fees or Charges. The Association may require payment to the Association of a one-time fee or charge, or continuing fees or charges, payable by the Lot Owners on whose behalf the boundaries are relocated, if reasonably necessary to protect the interests of the Association and its other Members.

4.3 Upkeep of Lots and Residences.

4.3.1 Owners' General Responsibility. Each Lot Owner, at his or her sole expense, shall have the right and the duty of Upkeep of their Lot and the Residence, along with landscaping, vegetation and other improvements erected within the Lot, and any equipment, appliances, and fixtures contained therein in good order, condition and repair and shall do all interior and exterior maintenance, repair and replacement at any time necessary to maintain the good appearance and condition of such Property. The landscaping on the Lot shall be maintained in a neat and orderly condition, and any lawns shall be regularly mowed. All portions of the Lot shall be maintained free of refuse, debris or abandoned vehicles or any other unsightly conditions. Lot Owners shall remove invasive species upon the request of the Association. This Section shall not be construed as permitting any interference with or damage to the structural integrity of either the Common Elements or of any other Lot, nor shall it be construed to limit the powers or obligations of the Association hereunder.

4.3.1.1 In addition, the Lot Owner shall be responsible for the Upkeep of any property within the City right of way adjacent their Lot that is not improved for public

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purposes, including any lawn, landscaping and trees, such areas shall be maintained consistent with the above Lot standards.

4.3.2 Upkeep by Association. If Upkeep to portions of a Lot for which the Owner is responsible, is reasonably necessary, in the opinion of the Board, to protect the Common Elements or to preserve the appearance and value of the Community, and the Owner of said Lot has failed or refused to perform said maintenance or repair as required by this Declaration, within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Board to the Owner, the Association may, but is not obligated, to perform such Upkeep, provided no breach of the peace is likely to ensue. The costs of such Upkeep shall constitute a Specially Allocated Assessment against such Lot.

4.3.3 Association's Responsibility. Subject to the provisions of Section 10 hereof, the Association shall have primary responsibility to provide Upkeep to any portions of all the Lots in the Community that the Association, by resolution adopted by its members at a duly constituted Meeting, may hereafter elect to maintain, or as to which an individual Lot Owner may request from the Association.

#### 4.4 Construction on Lots.

4.4.1 No Deviation from Plans – Noncompliance Deemed a Nuisance. Any person obtaining approval of the ARC shall not deviate materially from the approved plans and specifications without the prior written consent of the ARC. Such person shall notify the ARC when the alterations or improvements are complete. Approval of any particular plans and specifications or design does not waive the right of the ARC 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. All construction within a Lot shall require all necessary governmental permits prior to commencing construction. 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, then the application shall be executed on behalf of the Association, without incurring any liability on the part of 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. The Lot Owner shall not deviate from plans and specifications

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approved by the City on construction. Any addition, alteration or improvement upon any Lot existing in violation of the Governing Documents shall constitute a nuisance and shall be removed or altered to conform to the Governing Documents by the Lot's Owner within thirty days after delivery of notice of the violation to the Owner by the ARC at the Owner's expense.

- 4.4.2 Time for Completion. Construction of all Improvements shall be prosecuted diligently from the date of commencement of work until the exterior is completed and painted or finished and all sanitation and health requirements have been fulfilled. Furthermore, the maximum time limit for the completion of construction of a Residence shall be twelve months from the date construction commences, which is defined as the date building materials are first delivered to the Lot for such purpose. Construction shall not be deemed to be completed until the Structure is finished, the Lot has been cleaned of construction debris and the Lot has been landscaped.
- 4.4.3 Landscaping Installation. Landscaping shall be maintained in conformance with standards established by the Board of Directors.
- 4.4.4 Paint Colors. All exterior paint colors for improvements to Lots shall be approved by the ARC or its designee. The ARC may publish a list of acceptable paint colors, at its discretion. In general, colors of moderate tones are preferred for primary surfaces. Acceptable colors will include neutrals and earth tones. Excluded tones would include colors described as bright, neon, or vibrant. Secondary surfaces such as trim and doors may be of either complimentary or contrasting color.
- 4.4.5 Mobile Homes. No mobile homes or manufactured homes are allowed in the Subdivision.
- 4.4.6 Temporary structures. Temporary structures, as reasonably necessary, may be erected in connection with construction activities associated with the original construction of Residences within the Community, for such periods of time as may be reasonable for such purposes.
- 4.5 Damaged Improvements.

If a structure or other 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 remainder of the Community. Unless the Board of Directors

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permits a longer time period, such work must be commenced within four 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.

#### 4.6 Architectural and Design Review.

- 4.6.1 General Authority of Declarant and Board. To promote visual harmony within the Community, the Architectural Review Coordinator ("ARC") shall have the power to enforce architectural control over the improvements constructed on the Lots.
- 4.6.2 Authority to Perform or Delegate Functions of ARC. The Declarant or its designees shall initially serve as the ARC for the Association. The Declarant shall cease to be the ARC when the Declarant has sold all Lots to Purchasers. After the Declarant has ceased exercising architectural control, the Board may directly perform the activities of the ARC, or the Board may designate an individual to be the ARC, or it may establish an Architectural Review Committee (also to be known as the "ARC").
- 4.6.3 Design Guidelines. Improvements constructed within Lots must be approved in writing in advance by the ARC.
- 4.6.4 Design Review. No new construction, alteration or improvements of any nature whatsoever shall be constructed or placed on any Lot by any Person until detailed plans depicting all such improvements have been reviewed and approved by the ARC. Two copies of such plans, specifications and related data must be submitted to the ARC. Upon approval, one set of plans shall be retained as a permanent Record of the Association and one copy shall be returned the Lot Owner. The Community is intended as a whole to have a varied appearance as is common in neighborhoods that have grown over time, and therefore multiple types of exterior design concepts are allowed and encouraged. Builders constructing homes on multiple lots may utilize a common architectural theme but are encouraged to show variation of elevations and details in differing designs. The use of a duplicated approved design may be utilized for multiple lots within the development only with separation between the locations, and repetition of design in adjacent properties is prohibited.

- 4.6.5 Purpose of Review. The ARC shall have the sole discretion to determine: (1) whether a particular design, including all improvements, and color scheme, are compatible with the neighborhood; The ARC shall have the authority to develop design guidelines, but has no duty to do so.
- 4.6.6 Time for Approval - No Construction Prior to Approval. The ARC shall approve or disapprove plans, specifications, and details within fifteen (15) days of receipt. No construction activity by other Person other than the Declarant or its Affiliate(s) may commence prior to such approval.
- 4.6.7 No Liability for Architectural Review. Neither the Declarant, ARC or the Association or any permitted designee shall be liable to any party for any good faith action or failure to act under the provisions of this Declaration, with respect to elements of architectural control, or otherwise.

**ARTICLE V - COMMON ELEMENTS AND SPECIAL UPKEEP  
AND USE**

- 5.1 **Description of Common Elements.** Common Elements of the Community consist of the following:
- 5.1.1 Tracts 994 through 999, inclusive, are open space Tracts as shown on the Plat Map. The Tracts may contain paved surfaces, landscaping, children's playground equipment, stormwater facilities and other common improvements.
- 5.1.2 Common Elements also include all stormwater infrastructure, including but not limited to, vaults, filters, biofiltration area and all other components of stormwater capture, treatment, storage and conveyance. Stormwater infrastructure means all common storm drains, common roof drains, detention pond, bioretention cells, storm filters, and all other related equipment, infrastructure, and improvements, except any such items which are dedicated to, owned by or maintained by the City of Sedro Woolley. That portion of the stormwater infrastructure that will be dedicated to and maintained by the City of Sedro Woolley does not include the storm water filter unit, but will include all stormwater infrastructure located in and between the curb lines of Stacey Place.
- 5.1.3 Any other Common Elements shown on the Plat Map or may be created or added to the Community by the Declarant pursuant to Development Rights.
- 5.2 **Conveyance or Encumbrance.** A conveyance or encumbrance of Common Elements by the Association pursuant to RCW 64.90.465 or other actions by the Association, shall not deprive any Lot its rights of access and support.
- 5.3 **Common Element Ownership.** The Common Elements are owned by the Association. Provided the Declarant shall deed the Common Element Tracts to the Association upon completion of any work that the Declarant intends to do in such Tracts or at the discretion of Declarant for other reasons. Provided, if the Declarant fails to record a deed, this Declaration shall constitute the conveyance as necessary.
- 5.4 **Obligations of Association.** Except as otherwise provided in this Declaration, the Association shall be responsible for maintenance and repair of all open space consisting of Tracts 994, 995, 996, 997, 998, and 999, any portion of Stacey Place or other common roadways not dedicated to the City of Sedro Woolley, storm water infrastructure, common sidewalks, curbs and gutters and any and all other common equipment, utilities, roadways and improvements.

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5.5 Maintenance, Repair and Replacement. The Association is responsible for maintenance, repair, and replacement of the Common Elements. The use and maintenance of any Common Elements shall be the responsibility of the Association and control of the Association shall be authorized to promulgate reasonable rules and regulations not inconsistent herewith. The use of any Common Elements owned by the Association shall be subject to access and public and private utility easements from time to time granted, conveyed, or reserved by the Declarant or the Association; nothing in any way that alters any Common Element owned by the Association from its existing state shall be permitted, except as contemplated by this Declaration or approved by the Declarant or the Association; there shall be no use of the Common Element owned by the Association that injures or damages the Common Element or the vegetation, increases the cost of maintenance, or causes unreasonable disturbance or annoyance to Lot Owners in their enjoyment of their Lots, or in their enjoyment of their Common Element. All use of any Common Element owned by the Association shall be subject to the rules and regulations in effect from time to time. In the event that the Association fails to comply with the inspection and maintenance obligations as provided this Article or as may be identified by the City of Sedro Woolley, the Declarant may step in and conduct any necessary activities, at the Declarant's sole election (Declarant has no obligation to do so). If Declarant does conduct such inspection and maintenance work, the Declarant shall be entitled to reimbursement from the Association for any and costs, fees, and expenses incurred. The Declarant hereby reserves an easement to do such work and for access to any necessary portions of the Subdivision to conduct inspection and maintenance obligation in the event Declarant elects to do so. The Association shall indemnify and hold the Declarant Harmless from any and all claims or damages from its failure to comply with the Declaration. The Association shall cooperate to transfer any and all obligations or bonds related to the required maintenance.

5.6 Maintenance Standards. All necessary maintenance and repair of the storm water infrastructure shall be conducted by the Association in accordance with the provisions of the Operations and Maintenance Plan which is recorded under Skagit County Auditor's File No. 201906240189, and otherwise in accordance with the DOE Stormwater Management Manual for Western Washington ["DOE Stormwater Manual"], as updated from time. Such maintenance requirements currently appear in Volume V, Section 4.6 of the DOE Stormwater Manual. The Association shall consistently engage the services of

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qualified personnel to perform maintenance of the storm water infrastructure. The City of Sedro-Woolley shall have the right but not the obligation to perform work that is necessary to maintain the storm water infrastructure but that has not been performed by the Association, and to recover any and all costs so incurred by the City from the Owners of Lots 1-18, inclusive.

5.7 Special Upkeep and Use. All Common Elements shall be kept in a clean, orderly condition, free from debris.

5.7.1 Critical Areas. The Association is responsible for inspection and maintenance of all critical areas, if any. Such inspection and maintenance shall be in conformance with all requirements of the City and applicable authorities.

5.7.2 Street Trees. If required by the Ordinance, any street trees along Stacey Place are the responsibility of the Association. While not a Common Element of the Community, the Association shall treat the street trees as if they were a Common Element and shall be responsible for the maintenance or replacement of the trees.

5.7.3 Prohibition against Dumping. The dumping of solvents, Oil, concrete or concrete residue, or water that is heavily laden with sediments, is expressly prohibited anywhere in the Community.

5.7.4 Unimproved Right of Way. The Association shall be responsible for the Upkeep of any property within the Subdivision that is not the responsibility of Lot Owners or the City. This responsibility includes, but is not limited to, the Upkeep of any Property within the City right of way adjacent to Common Element Tracts that is not improved for public purposes. Such areas shall be maintained consistent with standards established in this Declaration.

5.8 Rights of Use and Access. Subject to the other provisions of the Governing Documents, the Lot Owners have a right to use the Common Elements for the purposes for which the Common Elements intended.

5.8.1 No Interference with Common Elements. No Person shall obstruct any of the Common Elements nor shall any Person place or cause or permit anything to be placed or stored on or in any of the Common Elements without the approval of the Board. Nothing shall be damaged, altered, constructed in, or removed from the Common Elements except with the prior written consent of the Board.

5.8.2 City of Sedro Woolly. The City of Sedro Woolley shall have full power and authority to enforce the covenants in this declaration which relate to stormwater infrastructure and

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common areas, in any proceedings at law or in equity against the person or persons violating or attempting to violate said covenants, and to recover damages sustained by reason of such violation. If the City of Sedro Woolley employs counsel to enforce these covenants, all expenses incurred in such legal process, including a reasonable attorney's fee be paid by the Lot owner found to be violating the covenants. The City of Sedro Woolley shall also have the authority to enforce these covenants with respect to the imposition of assessments for operation, maintenance and repair of the stormwater infrastructure and common areas.

## **ARTICLE VI - LOT OWNERS ASSOCIATION**

- 6.1 **Name and Form of Association.** The name of the Association shall be "Arbor Glen Owners' Association". The Association has been incorporated by the Declarant as a nonprofit corporation under the laws of the State of Washington. The rights and duties of the members and the corporation shall be governed by the provisions of the Governing Law and this Declaration. 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.
- 6.2 **Powers & Dudes of Association.**
- 6.2.1 **Duties & Responsibility of Association.** The purposes for which the Association was formed are to maintain, repair, replace and manage the Common Elements of the Community, to provide necessary insurance coverage, and to enforce provisions of the Governing Documents, so as to protect the safety and well-being of Occupants of the Community and preserve the long-term value of the Lots, for the benefit of the Lot Owners. The Board shall consistently adopt Budgets for the Association for operations and reserves that are reasonably calculated to assure that these essential purposes are realized each year of its existence. The Board shall annually develop its budget in such a fashion that the of operations and maintenance of stormwater infrastructure all common areas can be borne by the Association without the need for a special assessment.
- 6.2.2 **Statutory Power Exercised by Board.** Except for rights of Lot Owners explicitly reserved in the Governing Law or as elsewhere provided in the Governing Documents, the Board shall have the exclusive right and power to govern the Association and shall have all powers

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available to community associations under the Governing Law, Articles of Incorporation and Bylaws in order to do so.

6.2.3 Power to Assign Future Income. The Association also shall have the power to assign its right to future income (including the right to collect and receive Common Expense Assessments) provided that any specific assignment is ratified in advance by the Lot Owners under the following procedures authorized by the Governing Law:

- (a) The Board must provide Notice of the intent to borrow to all Lot Owners. The Notice must include the purpose and maximum amount of the loan, the estimated amount and term of any Assessments required to repay the loan, a reasonably detailed projection of how the money will be expended, and the interest rate and term of the loan.
- (b) In the Notice, the Board must set a date for a meeting of the Lot Owners, which must not be less than fourteen and no more than sixty days after providing the Notice, to consider ratification of the borrowing.
- (c) Unless at that meeting, whether or not a quorum is present. Lot Owners holding a majority of the Votes in the Association reject the proposal to borrow funds, the Association may proceed to borrow the funds in substantial accordance with the terms contained in the Notice.

6.3 Membership in Association. Membership in the Association is automatically associated with and appurtenant to the ownership of a Lot in the Community under the Governing Law. Except in the case of a termination of the Community, the membership of the Association at all times consists exclusively of all Lot Owners.

6.4 Voting.

6.4.1 Voting Process. The manner of voting shall be as prescribed in the Bylaws.

6.4.2 Allocated Interests for Voting. The Declarant has allocated to each Lot in the Community an equal vote in the Association that is known as the Lot's Allocated Interest for voting.

6.4.3 Special Provisions Related to Development Rights. In the event that the Declarant exercises its Development Right to add additional Lots to the Community, the new Lots shall have votes allocated to them such that all Lots will continue to have equal voting power in the Association or the vote allocated to any Lot, expressed as a fraction, will always be the numeral 1 (one) over the number of Lots in the Community.

6.5 Bylaws of Association.

6.5.1 Bylaws Consistent with RCW 64.90.410. Bylaws for the administration of the Association and for other purposes not inconsistent with this Declaration have been or will be adopted

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by the Association. Such Bylaws are designed to be consistent with the terms and conditions of the Governing Law including, but not limited to, RCW 64.90.410.

6.5.2 Hierarchy of Authority. If a conflict ever exists between the Declaration and the Bylaws, the Declaration prevails except to the extent the Declaration is inconsistent with the Governing Law.

## **ARTICLE VII - MANAGEMENT OF THE ASSOCIATION**

### **7.1 Management by declarant - Period of Declarant Control.**

7.1.1 **General Provisions for Declarant Control.** Pursuant to RCW 64.90.415, the Declarant has reserved the rights to (a) appoint and remove the officers and members of the Board and (b) veto or approve a proposed action of the Board or the Association.

7.1.2 **Statutory Limitations on Declarant Control.** Declarant Control shall terminate as provided in RCW 64.90.415.

### **7.2 Authority of the Board.**

7.2.1 **General Authority.** The Board, for the benefit of the Community and the Lot Owners, shall have the authority to manage the Community and enforce the provisions of the Governing Documents and Bylaws. The Board has all powers and authority granted to the Association under the Governing Law and this Declaration that are not expressly subject to the approval of Lot Owners.

7.2.2 **Common Expenses.** The Board shall acquire and shall pay for, as Common Expenses, all goods and services requisite for the proper functioning of the Community.

7.2.3 **Liens or Encumbrances.** The Board may also pay any amount necessary to discharge any lien or encumbrance that is claimed to constitute a lien against Common Elements or any portion thereof in violation of RCW 64.90.490(1). Where one or more Lot Owners are responsible for the existence of such lien, they shall be jointly and severally found to have committed willful misconduct or gross negligence and thus liable for the cost of discharging it, and any costs and expenses incurred by the Board by reason of such lien or liens shall constitute Specially Allocated Assessments against the Lots responsible, to the extent of their responsibility.

7.2.4 **Acquisition of Property.** The Board may acquire and hold in the name of the Association, for the benefit of the Lot Owners, tangible and intangible personal property and real property and interests therein, and may dispose of the same by sale or otherwise. Except as may be otherwise required under the Governing Law, 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.

7.2.5 **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 Lot Owners or any of them.

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7.3 Right of Entry - Allocation of Responsibility for Damage to Lot upon, Entry.

7.3.1 Right Of Entry-Notice Generally Required. The Board and its agents, contractors or employees may enter any Lot when necessary in connection with any maintenance, repair, landscaping or construction for which the Board is responsible, or in the event of a bona fide emergency. Except in the case of an emergency, reasonable advance Notice shall be given to the Lot Owner and, if applicable, to any lawful tenant in the Lot. Such entry shall be made with as little inconvenience to the Lot Owner and/or Occupant as practicable.

7.3.2 Allocation of Responsibility for Damage to Lot Upon Entry. Any damage caused by such entry shall be repaired by the Association out of the Common Expense fund if the entry was due to an emergency (unless the emergency was caused by the Lot Owner or a lawful Occupant of the Lot entered, in which case the cost shall constitute a Specially Allocated Assessment against the Lot altered) or for the purpose of Upkeep to Common Elements where the repairs were undertaken by or under the direction or authority of the Board. If the Upkeep was necessitated by conditions within the Lot or performed at the request of its Lot Owner or its lawful Occupants, the costs thereof shall constitute a Specially Allocated Assessment against such Lot.

7.4 Board as Attorney in Fact. Each Lot Owner, by the act of becoming an Lot Owner of a Lot, shall be deemed to have irrevocably appointed the Board as his or her attorney-in- fact, with fill 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 deal with a Lot upon damage or destruction, to grant licenses and easements, and to secure and distribute condemnation awards and/or insurance proceeds.

7.5 Board's Authority Exclusive – Lot Owners May Not Direct Association

Agent/Employees. The Board's authority with respect to the Common Elements and responsibilities as stated in Article V is exclusive. No Person shall attempt to engage or direct any employee, contractor or agent of the Association or its Manager on any private business of such Person, or to otherwise direct, supervise or in any manner attempt to assert control over such Person during the hours that such Person is working on behalf of the Association.

7.6 Board or Association as Trustee. With respect to a third person dealing with the Board or the Association in the Association's capacity as a trustee, the existence of trust powers and

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their proper exercise by the Association may be assumed without inquiry. A third Person is not bound to inquire whether the Association has power to act as trustee or is properly exercising trust powers. A third Person, without actual knowledge that the Association is exceeding or improperly exercising its powers, is fully protected in dealing with the Association as if it possessed and properly exercised the powers it purports to exercise. A third Person is not bound to assure the proper application of trust assets paid or delivered to the Association in its capacity as trustee.

## **ARTICLE VIII - PERMITTED USES AND PROHIBITED USES**

- 8.1 **Permitted Uses.** The following restrictions on uses in this Article VIII, apply only to Lots 1-18 and Tracts 994-999. This Article VIII does not apply to Lot 19. Lot 19 shall be used primarily for commercial purposes (defined as any use allowed pursuant to City of Sedro Woolley Municipal Code).
- 8.1.1 **Residential Use.** Residences constructed within Lots 1-18 in this Community shall be used primarily for Residential Purposes and Tracts 994-999 shall be used for common social, recreational or other reasonable uses normally incident to such purposes. Portions of a Residence may also be used for a professional office or other low impact commercial use, provided that such use is consistent with all applicable laws, ordinances and regulations of any governmental authority with jurisdiction, and so long as such use does not generate any appreciable levels of client or customer traffic, bulk shipping or receiving, or create noise, odors, vibration or other unreasonable disturbance to other lawful Occupants of the Community.
- 8.1.2 **Commercial Uses Restricted.** Other than any commercial uses authorized in Section 8.1.1 hereof, there shall be no commercial uses permitted within Lots 1-18. or in the Common Elements.
- 8.1.3 **Timesharing.** Timesharing is prohibited within the Community.
- 8.2 **Vehicle Parking and Operation.** Except as hereinafter provided, junk vehicles (as defined in RCW 46.55.010), Recreational Vehicles (including without limitation camper-trailers, mobile homes, motor homes, "fifth-wheels" off-road vehicles, boats, airplanes or etc.), large commercial-style vehicles (including without limitation trucks, tractors, large vans or other types of vehicles or equipment of any length which either require a commercial vehicle operator's license or which exceed 11,000 lbs. in gross vehicle weight), or any type of vehicle or equipment not previously enumerated that exceeds 24 feet in length, may not be stored, kept or maintained anywhere within the Community; provided such items may be maintained within a Lot, if fully enclosed within a garage or an approved accessory structure. Bona fide Recreational Vehicles of any size not prohibited by resolution of the Board of Directors may be parked in driveway areas for up to a maximum of 21 consecutive nights to accommodate guests and facilitate the loading, unloading or cleaning thereof. No parking shall be allowed on Stacey Place.

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- 8.3 Speed Limit. The speed limit within the community is hereby established at 10 miles per hour (10 mph) for all motor vehicles. Any individual found operating a vehicle in excess of this speed limit shall be subject to fines and penalties as determined by the community's enforcement authority. Fines will be assessed based on the severity of the violation and may be subject to additional legal action if deemed necessary. Compliance with this regulation is mandatory to ensure the safety and well-being of all residents and visitors.
- 8.4 Signs. Except as otherwise provided herein, no sign of any kind shall be displayed to the public view on or from any Lot or Common Elements, without the prior consent of the Board. PROVIDED, that this subsection shall not apply to Declarant or Declarant's agents. A normal Realtor's sign may be placed on any individual Lot that is actively for sale. A kiosk or panel designed to display Realtors' signs may be erected at the entrance to the Community for longer-term advertising of Lots for sale. Normal yard size signs regarding electoral candidates and/or issues may be placed on individual properties for a period of up to sixty days prior to an election. No signs advertising home businesses are permitted. The Board may establish further Rules regarding signs, to reflect the sentiments of the Community while giving due regard to traditional rights of free speech, religion and expression of Persons owning or occupying Lots in the Community. The Board's judgment in such matters, adopted in good faith, shall be conclusive, except as to matters governed by applicable state or federal law.
- 8.5 Animals. The maintenance, keeping, boarding and/or raising of animals, livestock, poultry, or reptiles of any kind, regardless of number, shall be and is prohibited within any Lot or upon the Common Elements, except that the keeping of small birds, aquarium fish, well-behaved dogs and/or cats and other well-behaved domestic animals do not normally leave the Lot is permitted, subject to Rules adopted by the Board. The Owners shall exercise appropriate control over their animals; and shall clean up after them and shall not permit deposits of fecal matter, urinary residue or foodstuffs from or for their animals to remain anywhere within the Common Elements, but shall properly dispose of all such waste material in a safe and sanitary fashion.
- 8.6 Noise. No Person shall cause or allow any unreasonably loud noise anywhere in the Community, except as reasonably necessary to perform authorized construction, maintenance, repairs.

- 8.7 Offensive or Illegal Activity. No noxious, offensive, smelly, or illegal activity shall be carried on in any Lot or the Common Elements, nor shall anything be done therein that is or may become an unreasonable source of annoyance (a nuisance) to other Lot Owners or other lawful Occupants of the Community.
- 8.8 Hazardous Substances. A Person shall maintain or store on or in the Property only such property and materials which may be legally possessed by such Person. No Person shall improperly store within or release from a Lot or into the Common Elements any petroleum distillates, liquid or aromatic hydrocarbons, medical wastes or infectious biological agents, acids, caustics, carcinogens, mutagens, heavy metals, or any other flammable, toxic, explosive, radioactive, or other type of substance which may be hazardous to either the Property or to the public health or safety, or the health or safety of any lawful Occupants of the Community.
- 8.9 Accessory or Temporary Structures. Guest cottages, children's playhouses, gardening sheds, dog runs, fenced enclosures and similar Structures shall be permissible but shall be located within the backyard of a Lot only and shall be maintained in a clean and respectable manner, subject to rules adopted by the Board and must conform to City standards.
- 8.10 Fencing and Hedges. In no case may fencing be constructed or placed in any manner inconsistent with City requirements. Side yard fences shall not project beyond the front walls of any dwelling or garage. Chain link fences are prohibited. This restriction on chain link fences does not apply to the Association or Common Elements. Hedges may be used as Lot line Barriers subject to the same height restrictions as fences.
- 8.11 Trash or Rubbish. Trash, garbage or other waste shall be kept in sanitary containers and out of public view. All containers for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
- 8.12 Window Covering. Standard curtain materials or blinds only will be permitted as window covering. At no time are blankets, sheets, tar paper, foil etc., to be placed in windows.
- 8.13 Clothes Lines, Other Structures. No clotheslines or other structure of similar nature not specifically addressed by those covenants shall be visible from Stacy Place.
- 8.14 Antennae and Service Facilities. Exterior antennae shall not be permitted to be placed upon any Lot or on the roof of any structure. This shall include but not be limited to dish antennae or satellite receivers exceeding three (3) feet in diameter. Each Lot may have a single dish antennae or satellite receiver not exceeding three (3) feet in diameter.

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- 8.15 Restrictions on the Leasing or Short-term Occupancy of Lots. Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Governing Documents and Bylaws, 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 party to the lease. All leases shall be in writing, and the Association is entitled to receive a copy of any lease agreement from the Lot Owner or the tenant, and the Association is entitled to receive contact information for every tenant. A lease, as defined herein, shall include month-to-month rentals. Transient occupancy under any form of rental or license agreement for periods of less than 30 days is not permitted. Subleasing less than all of a Residence is not permitted.
- 8.16 Effect on Insurance. Nothing shall be done or maintained in any Lot or in the Common Elements that will increase the rate of insurance on the Common Elements or Lots without the prior written consent of the Board. No Lot Owner or Occupant shall permit anything to be done or maintained in his or her Lot or in the Common Elements that will result in the cancellation of any policy of insurance maintained by the Association.

## **ARTICLE IX - COMMON EXPENSES AND ASSESSMENTS**

### **9.1 Annual Budget for the Association.**

9.1.1 **General provisions for the Annual Budget.** At such time as may be deemed necessary or desirable by the Board, the Board shall prepare an annual budget that shall estimate the Common Expenses to be paid during such year. The budget shall make provision for creating, funding, and maintaining reserves required by section 9.2, and shall take into account any expected income and any surplus determined to be available under the reconciliation required under RCW 64.90.475 from the prior year's operating fund. The Declarant or the Board may at any suitable time establish the first budget. If deemed necessary by the Board any budget may be revised prior to the end of its budget year in compliance with RCW 64.90.525.

9.1.2 **Specific Statutory Requirements for Annual Budget.** The Board's proposed Budget must be adopted and ratified as required by RCW.64.90.525.

### **9.2 Reserves for Major Repair, Replacement & Insurance Deductibles.**

9.2.1 **Establishment of Reserves - Status and Uses of Reserve Funds.** The Board of Directors may establish and maintain reasonable reserves for major repairs and replacements. The Association may be exempt from preparing a reserve study under RCW 64.90.545 because it has only nominal reserve costs. If a reserve study is prepared, the Board shall have a reserve study prepared that is in compliance with RCW 64.90.550.

9.2.2 If the Association maintains any reserve accounts, the Association shall maintain those reserve accounts consistent with the requirements of RCW 64.90.535 and RCW 64.90.540.

9.2.3 **Working Capital Fund.** To facilitate project approval by institutional lenders, upon closing of conveyances of each Lot to a Purchaser, the Association may assess and collect a working capital contribution for such Lot, in such amount or amounts as may be determined by the Declarant. Such payments do not constitute advance payments of regular Assessments and working capital contributions may not be used to defray expenses that are the obligation of the Declarant. When unsold Lots are sold. The Declarant may use funds collected at closing to reimburse itself for funds it may have paid the Association for such unsold Lots' shares of the working capital fund.

### **9.3 Assessments against Lots.**

9.3.1 **Liability of Lots.** Assessments for Common Expenses must be made at least annually based on a budget adopted in the manner described in sections 9.1 and 9.2 hereof.

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- 9.3.2 Assessments in Proportion to Common Expense Liability. All Common Expenses must be assessed against all the Lots in accordance with their allocated Common Expense upon conveyance of the first Lot to a Purchaser, subject to the right of the Declarant to delay commencement of certain Common Expenses under subsection 9.4 below.
- 9.3.3 Special Assessments. The Board has the power of special assessments for any purpose the Board deems necessary to fulfill the Association's purpose. Special assessments may be allocated to some, but not all of the Lots, if the special assessment is caused by the act or omission of the Lot Owner of a particular Lot or if the purpose of the special assessment is to benefit some but not all of the Lot Owners. The Board at any time may propose a special assessment pursuant to RCW 64.90.525(3).
- 9.4 Annual Assessment. Unless otherwise determined by the Board, the annual Assessment against each Lot shall be due and payable on the date the Notice of the Assessment provides for. Provided, the Board may allow for assessments to be paid in installments, whether monthly, quarterly, or otherwise.
- 9.5 Option of Declarant to Pay Some or All Expense of the Association. Pursuant to RCW 64.90.480(1)(b), the Declarant may cause the Association to delay commencement of Assessments for some or all Common Expenses or Specially Allocated Expenses, in which event the Declarant must pay to the Association all of the Common Expenses or Specially Allocated Expenses that have been delayed, If the Declarant intends to exercise its statutory option to cause the Association to delay the payment of Assessments, the Declarant shall so state in the Public Offering Statement for the Community, and therein shall specify the timing and other conditions associated with the Declarant's obligation to fulfill Its obligation to the Association to pay the Assessments so deferred.
- 9.6 Allocated Interests for Common Expense Liability; Procedure on Reallocation.
- 9.6.1 Initial Allocation of Liability for Common Expense Assessments. Pursuant to RCW 64.90.235(1)(a), the Declarant has allocated to each Lot in the Community a liability for payment of the Common Expenses of the Association that is known as the Lot's Allocated Interest for Common Expense Liability. This liability has been allocated equally among the Lots. Nevertheless, a Lot's liability for Common Expense Assessments under such Allocated Interests is subject to adjustment under the provisions of this Declaration.
- 9.7 Specially Allocated Assessments. The Association has the authority to impose Specially Allocated Assessments for Specially Allocated Expenses. These Specially Allocated

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Assessments are not subject to inclusion in the Association's Annual Budget, but they shall be passed in the same manner as the Annual Budget as stated in section 9.1.

- 9.8 Association Accounts. The Association must keep all funds of the Association in the name of the Association with a Qualified Financial Institution.
- 9.9 Surplus Funds. Any surplus funds of the Association remaining after payment of or provision for Common Expenses and any prepayment of reserves must either be paid annually to the Lot Owners in proportion to their Common Expense liabilities or credited to them to reduce their future Common Expense Assessments, at the Board's discretion.
- 9.10 Non-Judicial Foreclosure. Each and every Lot Owner of any Lot in the Community, by virtue of his or her acquisition by any means of title to such Lot, shall take such title subject to the Association's lien for Assessments. Pursuant to RCW 64.90.485(13)(b), the Declarant as "Grantor" does hereby grant, bargain, sell and convey to Land Title and Escrow Company, as "Trustee" in trust WITH POWER OF SALE, the Lots and all other real property in the Community which property is not used principally for agricultural purposes, together with all tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any manner appertaining, and the rents, issues and profits thereof, to secure the obligations of the Lot Owners to the Association, as "Beneficiary," for the payment any Assessments lawfully levied under this Declaration. Each and every Lot Owner shall be deemed for all purposes, as of the time of his or her acquisition of title to any Lot in the Community, to have joined an additional "Grantor" in the conveyance in trust above described, and to have at that time granted, bargained, sold and conveyed his or her Lot, to such Trustee, to secure all obligations imposed by this Declaration on such Lot Owner to pay Assessments to the Association. The Power of Sale provided and granted herein shall operative in the case of a default in the obligation to pay Assessments; upon default by such Lot Owner in the payment of any indebtedness secured hereby, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, the Trustee shall sell the Lot as trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any Person except Trustee may bid at Trustee's sale. The Trustee shall apply the proceeds of the sale as follows: (1) to the expenses of sale, including a reasonable trustee's fee and attorney's fee; (2) to the obligations secured by this Declaration; (3) the surplus, if any, shall be distributed to the Persons entitled thereto.

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- 9.11 Liens and Enforcement. Assessment lien priority, assessment collection and other related matters are set forth at RCW 64.90.485. The Board shall proceed with the collection of assessments and enforcement of the Association's rights as provided in RCW 64.90.485 as it exists on the date of recording of this Declaration.
- 9.12 Remedies Cumulative. The remedies provided herein 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. Suit to recover a personal judgment for any delinquent Assessment is maintainable in any court of competent jurisdiction without foreclosing or waiving the lien securing such sums.
- 9.13 Rent Payable to Association Upon Default of Lot Owner. (a) If a Lot is rented or leased by its Lot Owner, and if the Lot 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 Lot Owner and the tenant by First Class U.S. Mail, advising both parties [i] of the Lot Owner's delinquency in Assessments, [ii] of the tenant's obligations under this subsection of the Declaration, and [iii] 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 Owners 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. (b) Every Lot Owner, by virtue of taking title to a Lot in this Community and subsequently renting the Lot, shall be deemed for all purpose to have consented in advance to the Association giving the Notice described in this subsection to an Lot Owners' tenant. No additional consent or authorization from any Lot Owner shall be required in advance of the Association providing such a Notice.

## ARTICLE X - INSURANCE

### 10.1 Authority, General Provisions, Name of Insured.

10.1.1 General Provision. Commencing not later than the time of the first conveyance of a Lot to a Person other than the Declarant, the Board of Directors shall obtain and maintain for the Association: property insurance, commercial general liability' insurance, fidelity insurance and other insurance described in greater detail below in this Section 10, under such terms and for such amounts as shall be deemed necessary or desirable by the Board. Levels of coverage and deductibles from coverage shall be determined annually by the Board with assistance from the agent of the insurance company or companies affording such coverage. Unless not reasonably available, such coverage shall follow the terms, conditions and amounts by Section 10.2 hereof.

10.1.2 Name of Insured - Certain Insuring Arrangements Prohibited. The name of the insured under each required policy shall be stated as follows: "Arbor Glen Owners' Association." The Association must be the First Named Insured under each policy. Having the Association named as an "additional insured" or "additional named insured" in a pooled insurance program or agreement maintained by a Managing Agent or other third party, which provides coverage to unrelated projects, does NOT satisfy this requirement.

10.1.3 General Insuring Scheme - Limited Coverage for Owners and Tenants. The Association is not a guarantor of the health, safety or property of the Lot Owners, tenants or other Occupants of the Community. The Association's policy does not and cannot provide coverage for the Residence on the Lot or other real property or personal property owned by or belonging to any Lot Owner, tenant or other Occupant of a Lot, nor will the Association's policy provide coverage for liability for harm arising within a Lot. Further, the property coverage provided under the Association's policy will always include a "deductible," with the result that no loss to common property will be completely covered under the Association's policy.

10.1.4 Owners and Tenants Responsible for Acquiring their Own Insurance. Because of the limitations in coverage afforded under the Association's policy, Lot Owners and tenants must acquire their own insurance coverage in order to be protected.

### 10.2 Association' s Policies and Coverage.

10.2.1 Property Insurance. Any insurable portions of the Common Elements in this Community, along with any real property that must become Common Elements, shall be insured against

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casualty or physical damage in an amount equal to the maximum insurable replacement value thereof (i.e., 100% of replacement costs based upon the value of replacing all such insurable improvements in the Community exclusive of land, excavations and foundations, utilizing contemporary building materials and technology. Such coverage shall afford protection against loss or damage by fire, vandalism, malicious mischief, windstorm, and other hazards covered by the standard "broad form" and/or "special" extended coverage endorsements or their equivalent, and such other perils customarily covered by insurance for similar projects. The policy shall also cover other Common property including fixtures, building service equipment and common personal property and supplies owned by the Association or included in the Common Elements. It is intended that insurance coverage obtained by the Board be the most comprehensive insurance that is currently available for projects similar in age and size to this Community.

10.2.2 Liability Coverage. The Association's policy shall provide coverage for liability for death, personal injury and property damage arising from the use, ownership or maintenance of any of the Common Elements, along with medical payments insurance. Such liability insurance should also cover any commercial spaces that are owned by the Association, even if they are leased to others. Coverage should be afforded under a commercial general liability policy for the entire Community, including all areas under the supervision of the Association. Limits of liability shall in no event be less than \$1,000,000 with respect to any single occurrence.

10.2.3 Fidelity Insurance. The Association must also obtain blanket fidelity insurance for any person who either handles (or is responsible for) funds that he or she holds or administers, whether or not that individual receives compensation for services; such a policy should name the Association as the insured and a provision that calls for at least thirty days' written notice to the Association before the policy can be canceled or substantially modified for any reason. The policy should cover the maximum funds that will be in the custody of the Association or its Manager at any time while the policy is in force. A Manager that handles funds for the Association shall be named either as an employee or as a designated agent under the Association's fidelity policy, or an endorsement thereto, as appropriate.

10.2.4 Directors' and Officers' Insurance. Unless not reasonably available, the Board shall acquire Directors' and Officers' errors and omissions insurance to satisfy the Association's indemnification obligations, if any, under the Bylaws of the Association.

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10.2.5 Miscellaneous Coverage. The Board may obtain coverage for earthquake and/or flood damage, and other forms of coverage reasonably available in the insurance marketplace that may appear necessary or desirable from time to time.

10.3 Certificates of Insurance Coverage.

An insurer that has issued an insurance policy to Association must issue certificates or memoranda of insurance to the Association and, upon a request made in a Record, to any Lot Owner or holder of a security interest. The insurer issuing the policy may not modify the amount or the extent of the coverage of the policy or cancel or refuse to renew the policy unless the insurer has complied with all applicable provisions of chapter 48.18 RCW pertaining to the cancellation or nonrenewal of contracts of insurance.

10.4 Owners' and Tenants' Policies.

10.4.1 Owner must acquire their own Insurance. Each Lot Owner should obtain, at such Owners expense, a homeowner's insurance policy, to insure against loss or damage to the Residence and other improvements on the Lot, and to personal property used in or incidental to the occupancy of the Lot. Such coverage shall afford protection against:

- (a) loss or damage fire, vandalism, malicious mischief, windstorm, and other hazards covered by the standard "broad form" and/or "special" extended coverage endorsements or their equivalent, and such other perils customarily covered by insurance for Residences in similar projects.
- (b) liability for death, personal injury and property damage arising from the use, ownership or maintenance of any part of Lot, additional living expense, loss of rent, vandalism or malicious mischief, theft, personal liability, loss assessment coverage, and the like.

10.4.2 Tenants must acquire their own insurance. Tenants may be held liable to the Association under circumstances described in this Declaration, and to other third parties under general principles of law. As a result, any tenant must obtain an H0-4 insurance policy, or equivalent, to protect the tenant from liability for death, personal injury and property damage arising from the use, occupancy or maintenance of any part of the Lot, along with loss to personal property, additional living expense, vandalism or malicious mischief, theft and the like.

10.4.3 Board has no Obligation to Monitor Lot Owners' Insurance. The Association has no insurable interest in the Lots, the Dwellings or personal property owned by Lot Owners, tenants or other Occupants. The Board of Directors is not obligated to monitor the existence

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or nonexistence of any insurance required under this Section 10; such responsibility, and the risks to the Owner or tenant arising from a failure to have proper insurance are to be borne solely by the Lot Owner and tenant. An Owner or tenant who fails to maintain such insurance shall be deemed to have made an election to self-insure for all risks for which coverage is readily available. A failure by the Owner or tenant to maintain such insurance or to make a claim under an existing policy, which failure results in an inability of such person to reimburse the Association for any form of economic loss, damage or other harm to the Association caused by such person shall constitute willful misconduct or gross negligence on the person's part.

10.5 Reconstruction.

10.5.1 Reconstruction Following Casualty Loss. Any portion of the Community for which insurance is required under this Section and for which the Board of Directors has the responsibility of repair that is damaged or destroyed shall be repaired or replaced as required by RCW 64.90.470(8).

10.5.2 Manner of Reconstruction. If destroyed or damaged property is to be reconstructed or repaired, the reconstruction or repair thereof shall be accomplished as nearly as practicable to the character of the building or improvement existing immediately prior to such casualty. Any reconstruction or repair shall be done in accordance with the prevailing Building Code requirements and may be done with contemporary building materials and achieved by utilizing updated construction systems and technology.

## **ARTICLE XI – CONDEMNATION**

Provisions dealing with the effect of condemnation proceedings affecting this Community appear in RCW 64.90.030 and are otherwise not set forth herein.

## **ARTICLE XII - COMPLIANCE WITH LAW AND COVENANTS**

- 12.1 **Compliance by Lot Owners and Occupants.** Each Lot Owner, tenant or other Occupant of a Lot shall comply strictly with the provisions of the Governing Law and the Governing Documents and Bylaws. All remedies provided to the Association in this Article may be enforced against any Lot Owner, tenant, or other Occupant of a Lot.
- 12.2 **Hearing to Determine Lot Owners Liability.** A Lot Owner whose conduct is determined by the Board to justify imposition of a special assessment pursuant this Declaration, Governing Law or Bylaws shall be first provided with Notice of the Board's intentions and an opportunity to be heard, in the manner provided in the Bylaws for hearings regarding the imposition of sanctions against a Lot Owner.
- 12.3 **Enforcement by Association.** The Board shall have primary responsibility for maintaining and enforcing compliance with the Governing Documents and Bylaws.
- 12.4 **Tenants and other Occupants Subject to Rights and Responsibilities of Lot Owners.**
- 12.4.1 **General Principles.** Any Tenant or other Occupant of a Lot shall be deemed to be bound by all portions of the Governing Documents and Bylaws that are binding upon the Lot Owner thereof, other than the direct obligation to pay Common Expense Assessments to the Association. All rights, remedies and procedures available to the Association when dealing with Lot Owners under the Governing Documents or Bylaws shall be available to the Association when dealing with any tenant or other Occupant of a Lot Owner.
- 12.4.2 **Remedies against Tenants.** If a tenant of a Lot Owner violates the Governing Documents, in addition to exercising any of its powers against the Lot Owner, the Association may:
- (a) After giving Notice to the tenant and the Lot Owner and an opportunity to be heard, levy reasonable fines against the tenant and the Lot Owner for the violation; and
  - (b) Enforce any other rights against the tenant for the violation that the Lot Owner as the landlord could lawfully have exercised under the lease or that the Association could lawfully have exercised directly against the Lot Owner, or both. The rights referred to in this

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subsection may be exercised only if the tenant or Lot Owner fails to cure the violation within ten (10) days after the Association notifies the tenant and Lot Owner of that violation.

- 12.5 Board's Discretion regarding Enforcement. The Board may determine whether to take enforcement action by exercising the Association's power to impose sanctions or commencing an action for a violation of the Governing Documents, including whether to compromise any claim for unpaid Assessments or other claim made by against it.
- 12.6 Enforcement. The Declarant and each Lot Owner shall have the right to enforce, by any proceedings at law or in equity, all covenants, conditions, restrictions and reservations, now or hereafter imposed by this Declaration. The failure of the Declarant or of any Lot Owner to enforce any rights hereunder shall not be deemed to constitute a waiver of the right to do so thereafter. The prevailing party in any litigation involving the enforcement of any provision of this Declaration shall be entitled to a judgment for the reasonable attorney's fees and costs incurred in such litigation by such prevailing party.

### **ARTICLE XIII - LIMITATION OF LIABILITY**

- 13.1 **Liability of Directors and Officers.** In the performance of their duties, officers and board members must exercise the degree of care and loyalty to the Association required of an officer or director of a corporation organized, and are subject to the conflict of interest rules governing directors and officers, under chapter 24.06 RCW.
- 13.2 **Indemnification of Officers and Directors.** The Association shall indemnify and hold harmless each of the directors and officers of the Association from and against all contractual liability to others arising out of contracts made by the Board or officers on behalf of the Association or the Lot Owners unless such contract was made in bad faith or contrary to the provisions of the Governing Documents or Bylaws. The Directors and officers shall not be personally liable for contracts made by them on behalf of the Association. The Association shall indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that (s)he is or was a director or officer, against amounts paid in settlement incurred by him/her in connection with such action, suit or proceeding if she/he acted in good faith and in a manner she/he reasonably believed to be in, or not opposed to, the best interests of the Community or the Association, to the fullest extent authorized by RCW 23B.08.510, .520, .530. and .570, and any amendments thereto.

## ARTICLE XIV MORTGAGEE PROTECTION

- 14.1 Rights Available only to Eligible Mortgagee. With respect to any action requiring the consent of a specified number or percentage of holders of Security Interests, the consent of only Eligible Mortgagees holding a first lien Security Interest need be obtained and the percentage must be based upon the votes attributable to Lots with respect to which Eligible Mortgagees have an interest.
- 14.2 Implied Approval by Mortgagee. The failure of an Eligible Mortgagee to respond within sixty (60) days to a written request from the Association delivered by certified or registered mail to such Eligible Mortgagee, "return receipt requested," seeking approval of [i] an amendment to the this Declaration or the Articles of Incorporation or Bylaws of the Association, or [ii] any other proposed action of the Association as to which the approval of Eligible Mortgagees is required, shall constitute an implied approval by such Eligible Mortgagee of such amendment or other action.
- 14.3 Rights of Secured Lenders - Specific Provisions.
- 14.3.1 Lenders entitled to Notice of Certain Actions.

If requested by an Eligible Mortgagee, the Association shall give prompt written Notice to each Eligible Mortgagee of, and each Lot Owner hereby consents to, and authorizes the giving of Notice of:

- (a) If known to the Association, any condemnation loss or any casualty loss that affects a material portion of the Community or any Lot in which there is a first Mortgage held, insured, or guaranteed by such Eligible Mortgagee;
- (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;
- (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any proposed action that would require the consent of a specified percentage of Eligible Mortgagees as specified in section 14.4 below (in which case, Notice shall be provided by certified or registered mail, "return receipt requested"); and

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(e) Any judgment rendered against the Association in excess of \$5,000.00 that is not covered by insurance.

14.4 Notice and Consent Required for Certain Actions.

14.4.1 Document Changes. Notwithstanding any lower requirement permitted by this

Declaration or the Governing Law, no amendment of any material provision of the Governing Documents by the Association described in this subsection, the effect of which in the opinion of the Board would have a material adverse effect on lenders, may be effective without Notice to all Eligible Mortgagees, and the approval by Owners of Lots to which at least 67% (or any greater Lot Owner vote required in this Declaration or the Governing Law) of the votes in the Association are allocated, and approval in writing by Eligible Mortgagees who represent at least 67% (or any greater Eligible Mortgagee approval required by this Declaration) of the votes attributable to Lots with respect to which Eligible Mortgagees have an interest.

14.4.2 Specific Actions. Notwithstanding any lower requirement permitted by this Declaration or the Governing Law, the Association may not take any action that, in the opinion of the Board, would have a material adverse effect on lenders, without Notice to all Eligible Mortgagees, approval by Owners of Lots to which at least 67% (or the indicated percentage, if different) of the votes in the Association are allocated, and approval in writing by Eligible Mortgagees who Represent at least 67% (or the percentage indicated below, if different,) of the votes attributable to Lots with respect to which Eligible Mortgagees have an interest; the following (other than those taken pursuant to rights reserved by the Declarant as Development Rights) could be viewed as holding the potential for a material adverse effect on lenders;

(a) Any action to abandon or terminate the legal status of the Community for reasons other than substantial destruction or condemnation, as to which a sixty-seven percent (67%) Eligible Mortgagee approval is required.

(b) Abandon, partition, subdivide, encumber, sell, transfer or convey the Common Elements or any portion thereof, as to which the approval of Lot Owners to which at least eighty percent (80%) of the votes in the Association are allocated is required, and the procedures specified in subsection 14.4.2 hereof must be followed. The granting of easements for public utilities or for other public purposes consistent with the intended

use of the Common Elements by the Association will not be deemed a transfer within the meaning of this clause;

(c) The assignment of the future income of the Association, including its right to receive Common Expense Assessments.

(d) The restoration or repair of the Property after hazard damage, as to which the approval of Lot Owners to at least eighty percent (80%) of the votes in the Association are allocated is required, or after a partial condemnation, in a manner other than specified in the Governing Documents.

(e) The merger of the Community with any other common interest community.

- 14.5 Rights of Association Lenders. A lender who has extended credit to the Association secured by an assignment of income or an encumbrance on the Common Elements may enforce its security agreement in accordance with its terms, subject to the requirements of the Governing Law and other law. A requirement that the Association must deposit its periodic common charges before default with the lender to which the Association's income has been assigned, or increase its common charges at the lender's direction by amounts reasonably necessary to amortize the loan in accordance with its terms, does not violate the prohibitions on lender approval contained in RCW 64.90.295(1), but lender requirements for deposits of Association must be consistent with the provisions of RCW 64.90.530(3).

## ARTICLE XV - EASEMENTS

### 15.1 Easements for Lots, Lot Owners and Association Functions.

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

15.1.2 Easement for Emergency Access. A non-exclusive perpetual easement is hereby granted on, over, under and across the Common Elements to all police, fire, ambulance and other rescue personnel for the Lawful performance of their functions.

15.1.3 Right Of Access. The Association, and City and their respective agents shall have a perpetual and nonexclusive easement and right, without any liability to the Lot Owner, for ingress/egress through any Lot (other than any portion thereof upon which a structure has been erected) for the purpose of maintaining any and all Common Elements, and exercising their rights hereunder, including, but not limited, to easements for utilities, sanitary sewer, storm sewer, power, water, telephone service, cable television and gas, owned by or given for the benefit of the Association, or City, and for the purpose of enforcing any restrictions contained in this Declaration, as applicable.

15.1.4 Utility Easements. Non-exclusive easements for utilities (including drainage, sewers, water pipes, utility facilities and services, water supply, electricity, gas, telephone, communications and television) are hereby reserved over, under, upon, in and through all roadways, alleyways, private lanes, walkways, and over, under, upon, in and through those certain portions of Lots in which they and/or shall be installed, laid, constructed, repaired and renewed, operated, maintained and inspected. This reservation of easements is for the benefit of the Declarant and its successors or assigns, as well as for the benefit of the Association, City, Puget Sound Energy, Cascade Natural Gas Company, Verizon, Comcast, and any other purveyors of such services as herein before described, as well as any of their successors in interest.

15.1.5 Easements for Regulatory Responsibilities. Easements necessary for Declarant and Association to complete all obligations and responsibilities related to the Subdivision imposed by any local, state, or federal jurisdiction or regulatory agency, including but not limited to obligations or responsibilities for maintenance of storm water systems, are hereby reserved over, under, upon, in and through the Tracts and Lots as necessary.

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15.1.6 Easement for Shared Driveways. There are several shared driveways within the Community. The following areas (as depicted on the Plat Map) are established as easements for the purpose of ingress and egress for the benefit of the Lot Owners immediately adjacent to the easements:

15.1.6.1 Lots 3,4 and 5 Shared Driveway and Utility Easement. Lots 3, 4, and 5 utilize a shared driveway over Tract 994 and 999. An access and utility easement is reserved, declared and created in favor of Lots 3, 4 and 5 as shown on the face of the Plat Map. The private driveway located within the easement area shall be maintained, repaired and replaced with the costs being shared equally between the three Lots. Any utilities shall be maintained by the party benefited by such utilities. In the event that the Lot Owners of those Lots fail to agree on or perform such maintenance, the Association may, but shall not be required to, perform such maintenance and issue a special assessment to those Lot Owners for such maintenance costs.

15.1.6.2 Lot 10 Driveway and Utility Easement. Lot 10 utilizes Tract 995 as a driveway. An access and utility easement is reserved, declared and created in favor of Lot 10 as shown on the face of the Plat Map. The private driveway located within the easement area shall be maintained, repaired and replaced with the costs being paid by the Lot Owner of Lot 10. Any utilities shall be maintained by the party benefited by such utilities. If Lot 11 uses Tract 995 as a driveway, then Lot 11 shall share in the benefits and burdens identified in this paragraph. In the event that the Lot Owner(s) of such Lot(s) fail to agree on or perform such maintenance, the Association may, but shall not be required to, perform such maintenance and issue a special assessment to such Lot Owner(s) for such maintenance costs.

15.1.6.3 Lots 13,14,15 and 16 Shared Driveway and Utility Easement. Lots 13, 14, 15 and 16 utilize a shared driveway over Tract 996. An access and utility easement is reserved, declared and created in favor of Lots 13, 14, 15 and 16 as shown on the face of the Plat Map. The private driveway located within the easement area shall be maintained, repaired and replaced with the costs being shared equally between the four Lots. Any utilities shall be maintained by the party benefited by such utilities. In the event that the Lot Owners of those Lots fail to agree on or perform such maintenance, the Association may, but shall not be required to, perform such maintenance and issue a special assessment to those Lot Owners for such maintenance costs.

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15.2 Easement for Declarant.

15.2.1 Easement Reserved for Declarant. The Declarant reserves an easement over, across, and through the Common Elements of the Community for the purposes of completing any unfinished Lots or other improvements, exhibiting and preparing Lots for sale, make any improvements required pursuant to any contract of sale, and discharging the Declarants obligations or exercising Development Rights or Special Declarant Rights.

15.2.2 Easement to be Granted by the Declarant. The Declarant reserves the right to grant to any company or municipality providing utilities services to the Community or to the owners of Lots in the Community an easement over the Common Elements for the installation, construction, maintenance, repair, and reconstruction of all utilities serving the Community or the owners, including, without limitation, such utilities services as gas, water, sanitary sewer, storm sewer, electricity, cable television, and telephone.

15.3 Easements Shown on Plat Map. The easements shown on the Plat Map are for the benefit of the Lot Owners and Occupants of Lots, for utility providers, and for the City as noted on the Plat Map. These easements are non-exclusive easements and are subject to Rules established by the Association.

**ARTICLE XVI – PROCEDURE FOR AMENDMENT OF  
DECLARATION**

16.1 **Procedure for Amendment of Declaration.**

16.1.1 **General Provisions for Amendments.** Amendments to the Declaration shall be made by an instrument in writing entitled in a manner substantially similar to "Amendment to Declaration" that sets forth the entire amendment. For purposes hereof, "amendment" means any change to the Declaration, including adding, removing, or modifying restrictions contained in a Declaration. Except as otherwise specifically provided for in this Declaration or in the Governing Law, any proposed amendment must be approved by the Board of Directors prior to its adoption by the Owners. Except in cases of amendments that may adopted by the Declarant unilaterally pursuant to Section 16.6 hereof, by the Association under Section 16.7 hereof or under statutory authority in the case of condemnation or a termination of the Community, or by certain Lot Owners under this Declaration, the Declaration may be amended only by vote or agreement of the Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

16.1.2 **Additional Provisions - Advance Notice to Owners.** Amendments to the Declaration required to be executed by the Association shall be executed by any authorized Officer of the Association who must certify in the amendment that it was properly adopted. Owners shall be entitled to Notice of a proposed amendment not less than thirty (30) days prior to the Meeting of the Association at which the amendment is to be considered. In the absence of fraud, an action to challenge the validity of an amendment adopted by the Association may not be brought more than one year after the amendment is recorded.

16.2 **Recordation Required.**

16.2.1 **Amendment recording.** Every amendment to the Declaration must be recorded with the Skagit County Auditor and is effective only upon recording. An amendment shall be indexed in the name of the Community and shall contain a cross-reference by recording number to the Declaration and each previously recorded amendment thereto. An amendment other than an amendment pursuant to RCW 64.90.260(1) must be indexed in the grantee's index in the name of the Community and the Association and in the grantor's index in the name of the parties executing the amendment.

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### 16.3 Special Restrictions.

16.3.1 General Restrictions. Except to the extent expressly permitted or required by other provisions of this Declaration, or of the Governing Law, no amendment may create or increase Special Declarant Rights, increase the number of Lots, change the boundaries of any Lot, or change the Allocated Interests of a Lot, without the consent of Lot Owners to which at least ninety percent (90%) of the votes in the Association are allocated, including the consent of any Lot Owner of a Lot, the boundaries of which or Allocated Interest of which is changed by the amendment, and that percentage of Eligible Mortgagees specified in Article XIV hereof.

16.3.2 Restrictions affecting Special Declarant Rights. A provision in the Declaration creating Special Declarant Rights that have not expired may not be amended without the consent of the Declarant and any mortgagee of record with a security interest in the Special Declarant Right or in any real property subject thereto. The time limits specified on the exercise of Special Declarant may be extended, and additional development rights may be created, if Persons entitled to cast at least eighty percent (80%) of the votes in the Association, including eighty percent (80%) of the votes allocated to Lots not owned by the Declarant, agree to that action. The agreement is effective thirty days after an amendment to the Declaration reflecting the terms of the agreement is recorded unless all the Persons holding the affected Special Declarant Rights, or security interests in those rights, record a written objection within the thirty-day (30) period, in which case the amendment is void, or consent in writing at the time the amendment recorded, in which case the amendment is effective when recorded.

16.3.3 Restrictions protecting certain Persons. To the extent that Declaration may require the affirmative vote or approval of any particular Lot Owner or class of Lot Owners as a condition of its effectiveness, the amendment is not valid without that vote or approval.

### 16.4 Amendment of Plat.

16.4.1 General Provisions. The Plat may be amended or supplemented by revised versions referred to and described as to effect in an amendment to the Declaration adopted as required above, subject to the provisions of RCW 64.90.245(4). Copies of any such proposed amendment to the Plat shall be made available for examination by every Owner. Such amendment to the Plat shall also be effective, once properly adopted, upon recordation in the appropriate County offices, along with the amendment to the Declaration that accompanies it.

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- 16.4.2 Municipal Requirements. (a) Any amendment to the map must be prepared and recorded in compliance with the requirements, processes, and procedures in chapter 58.17 RCW and of the Subdivision Ordinance of the City.
- 16.5 Consent of Mortgagees May be Required - Limitations on Such Rights. The consent of specified percentages of Eligible Mortgagees may be required, pursuant to Article XIV of this Declaration, prior to recordation of certain amendments to the Governing Documents. Such consent is deemed granted if a refusal to consent in a Record is not received by the Association within sixty (60) days after the Association delivers Notice of the proposed amendment to the holder at an address for Notice provided to the Association by the holder, or if the Association mails the Notice to the holder by certified mail, return receipt requested, at that address. If the holder has not provided an address for Notice to the Association, the Association must provide Notice to the address appearing in the security interest of record.
- 16.6 Amendments by Declarant.
- 16.6.1 Unilateral Amendments. The Declarant may unilaterally adopt and file amendments to the Governing Documents for so long as the Declarant is the Owner of any Lot in the Community, in order to: (a) conform them to the actual location of any constructed improvements and to establish, vacate and relocate utility easements, access road easements and parking areas for the benefit of the Community; (b) exercise any Development Right reserved by the Declarant in this Declaration; or (c) as authorized in this Declaration or by the Governing Law.
- 16.6.2 Amendments requiring Notice to Lot Owners. Upon thirty (30) day advance Notice to Lot Owners, the Declarant may, without a vote of the Lot Owners or approval by the Board, unilaterally adopt, execute, record a corrective amendment or supplement to the Governing Documents to correct a mathematical mistake, an inconsistency or a scrivener's error, or to clarify an ambiguity in the Governing Documents with respect to an objectively verifiable fact including, without limitation, recalculating Common Expense Liability percentages, or voting interests, within five years after the recordation or adoption of the Governing Document containing or creating the mistake, inconsistency, error, or ambiguity. Any such amendment or supplement may not materially reduce what the obligations of the Declarant would have been if the mistake, inconsistency, error, or ambiguity had not occurred.

- 16.7 Amendments by Board of Directors Requiring Notice to Lot Owners. Upon thirty (30) day advance Notice to the Lot Owners, the Association may, upon a vote of two-thirds of the members of The Board and, without a vote of the Lot Owners. adopt, execute, and record:
- 16.7.1 Statutory Rights. An amendment to the Declaration designed to correct or supplement the Governing Documents in cases described in Subsection 16.6.2 above, or as authorized by RCW 64.90.285(11)(c) or(d).
- 16.7.2 Amendment to Adopt Amendments to Governing Law. An amendment to the Declaration designed to conform the Declaration to provisions of a corrective amendment to the Governing Law adopted by the Washington State Legislature.
- 16.7.3 City Consent to Amendment. No amendment may affect the obligation of the Lot Owners and/or the Association to maintain the stormwater infrastructure, unless the City of Sedro Woolley has consented to such amendment.

## **ARTICLE XVII - TERMINATION OF COMMUNITY**

The Lot Owners may elect to terminate legal status of the Property only in accordance with the provisions of RCW 64.90.290, with the requisite approval of Eligible Mortgagees and other lienholders as may be required by law, or by Article XIV hereof, provided that the City must also consent to such action.

## **ARTICLE XVIII - PLAT MAP**

The Declarant has recorded with Auditor of Skagit County, Washington, a final Plat Map for the Plat of Arbor Glen showing the location and dimensions of various Lots and Tracts within the Property, together with other required information; this Plat Map, together with any and all amendments, is recorded under Auditors File No, 201906240188, records of Skagit County, Washington, and is part of this Declaration.

## **ARTICLE XIX - MISCELLANEOUS**

- 19.1 Notice. Notice shall be given as required under RCW 64.90.515.
- 19.2 Severability. All provisions of the Governing Documents are severable. If any provision of a governing document, or its application to any Person or circumstances, is held invalid, the remainder of the governing document, or application to other Persons or circumstances is not affected.

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- 19.3 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.
- 19.4 No Discrimination. The Association shall not discriminate on the basis of race, color, religion, national origin, familial status, handicap or other protected class. The Association shall make reasonable accommodation in its policies and procedures and permit reasonable modifications of premises where necessary or appropriate to comply with law.
- 19.5 Obligation of Good Faith. Every duty governed under this declaration or the Governing Law imposes an obligation of good faith in its performance or enforcement.
- 19.6 Effective Date. This Declaration shall take effect upon recording.

Dated this 21<sup>st</sup> day of May, 2025.

ARBOR GLEN OWNERS ASSOCIATION

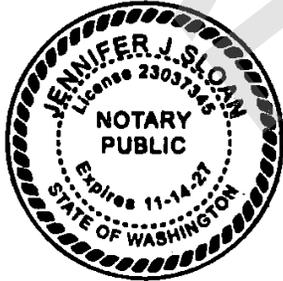
By:

  
\_\_\_\_\_  
JAMES MORGAN, Its: PRESIDENT

State of Washington )  
 ) ss  
County of Skagit )

I certify that I know or have satisfactory evidence that JAMES MORGAN is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the PRESIDENT of ARBOR GLEN OWNERS ASSOCIATION, a Washington non-profit corporation ,to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5-21-2025



Jennifer J Sloan  
(Signature)

NOTARY PUBLIC  
Jennifer J. Sloan

Printed Name of Notary

My appointment expires: 11-14-2027

**EXHIBIT "A" - LEGAL DESCRIPTION**

Lots 1-19 inclusive, Plat of Arbor Glen No. Sedro Woolley Plat #2017-330, approved June 24, 2019 and recorded June 24, 2019 under Skagit County Auditor's File No. 201906240188.

Situated in the City of Sedro Woolley, County of Skagit, State of Washington.

Exhibit "A"

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