

**ARTICLE IV
COVENANT FOR DUES AND ASSESSMENTS**

4.2 Purpose of Dues

The dues shall constitute a common expense fund and shall be used for the payment of those expenses authorized by this Declaration or the Bylaws of the Association, for the benefit of the Lot Owners, including, without limitation:

- (a) Water, electricity, sewer, garbage collection, and other necessary utility services for the Common Property, and to the extent not separately metered or charged to the individual Lots, any assessments upon any property within Jordan River Trails with respect to such services;
- (b) A policy or policies of insurance pursuant to Section 2.14 above;
- (c) The salary and expenses of any personnel as may in the reasonable opinion of the Board be necessary or proper for the management and operation of the Common Property and any other Property with respect to which the Association has maintenance or other responsibilities or the enforcement of this Declaration subject, however, to **Section 12.3** below;
- (d) Legal and accounting services which, in the reasonable opinion of the Board, are necessary or proper in the operation of the Common Property and any other Property with respect to which the Association has maintenance or other responsibilities or the enforcement or judicial interpretation of this Declaration, Bylaws or Articles of Incorporation;
- (e) Fees and charges due any person, firm or corporation which may be retained or hired by the Board to perform and functions or activities incident to the management or administration of Jordan River Trails;
- (f) Construction, replacement, improvement, maintenance in good order and repair of the Common Property and any other Property with respect to which the Association has maintenance or similar responsibilities and improvements thereon, as the Board shall determine are necessary and proper;
- (g) Garbage collection and disposal, street light electricity and other costs for any other utility services not separately metered or charged to individual Lot Owners;

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4.2 Purpose of Dues *(continued)*

(h) Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes and assessments that the Board may procure or pay for pursuant to the terms of this Declaration or the Bylaws of the Association, or that the Board shall decide is necessary or proper for the operation and maintenance of the Common Property and any other Property with respect to which the Association has maintenance or similar responsibilities or for the enforcement of any provisions in this Declaration or the Bylaws of the Association; and

(i) Maintenance and repair of any Lot or building thereon, if such maintenance or repair is *reasonably necessary to protect the Common Property and any other Property with respect to which the Association has maintenance or similar responsibilities or preserve the appearance and value of Jordan River Trails, including any and all improvements therein, and the Lot Owner has failed or refused to perform maintenance or repair within thirty (30) days after written notice of the necessity of maintenance or repair is delivered by the Board; provided, however, that the Board shall levy an assessment against the Lot for the entire cost of the maintenance or repair.*

4.3 Dues

4.3.1 Amount of Dues

The Board shall adopt an annual Association budget on or before April 30 of each year for the upcoming twelve (12) month period from July 1 of such year, through June 30 of the following year (the "Budget Year"). The budget shall provide for allocation of expenses in such a manner that the obligations imposed by this declaration will be met and shall apply retroactively. If the Board determines that an increase in the annual dues assessment is necessary to meet anticipated expenses to fulfill all obligations as mandated under this Declaration of Restrictive Covenants, the Articles of Incorporation, or the Bylaws, the Board shall present a proposal for such increase to the full membership at the Annual Meeting held in the month of June. Such proposal shall be included in the Agenda of the Annual Meeting mailed to the membership at least 30 days in advance of the meeting date. Any increase in the annual dues must be approved by a majority of the votes cast (per §4.5 of the Bylaws) at the annual meeting by a quorum (as determined per § 4.4 of the Bylaws). All votes, whether cast in person or by proxy, must be submitted on a written ballot signed by the Lot Owner that identifies the Lot(s) by individual division and lot number, and references the proposed increase being voted on. In any case where an individual lot has more than one owner, the signature of one of the owners shall be sufficient to cast the vote applicable to that lot. The Secretary shall retain all such ballots as a permanent record to be filed with the minutes of said Annual Meeting.

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4.3.1 Amount of Dues *(continued)*

Annual Dues shall be assessed in accordance with the following rules:

(a) Annual dues shall be assessed for each individual Lot, as identified by a unique county tax parcel number, where membership is transferred as previously specified in Section 2.8, after the recorded date of this Declaration. The levy of the annual assessment amount will be effective with the first bi-annual billing cycle starting on either June 1st or December 1st after the recorded date.

(b) Annual dues shall be assessed for all other Lots according to the following rules that were in effect prior to the recorded date of this Declaration:

- (1) One annual dues assessment will be levied for each individual lot that includes a residence.
- (2) One annual dues assessment will be levied for each individual lot that does not include a residence, provided that such lot is not adjacent to any other lot owned by the same Member.
- (3) One annual dues assessment will be levied for each occurrence of two adjacent lots owned by one Member where one (1) or neither (but not both) of the lots includes a residence.
- (4) One annual dues assessment will be levied for each occurrence of three adjacent lots owned by one Member, if only one (1) or none (but not more than 1) of the lots includes a residence.
- (5) Notwithstanding the provisions of (1) through (4) above, each Lot that is rented or leased by the Member to a tenant/lessee for any part of the year shall be subject to one annual dues assessment.

Each member shall be obligated to pay dues pursuant to this Section 4.3.1 to the Association in equal semi-annual payments due July 1 and January 1 respectively of each Budget year. All funds collected hereunder shall be expended for the purposes designated herein. Unless the Association is exempt from federal income taxes, including without limitation, exemption under Internal Revenue Code Section 528, all reserve funds, to the extent possible, shall be designated and accounted for as capital contributions to the Association, and the Board shall take all such steps as may be reasonably necessary under federal tax laws to prevent the reserve funds from being taxed as income of the Association, including, if necessary, maintaining the reserve funds in segregated accounts and not commingling the accounts with general operating funds.

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4.3.2 Rejection of Budget By Members

Within thirty days after adoption by the Board of any proposed regular (or special) budget of the Association, the Board shall set a date for a meeting of the owners to consider ratification of the budget not less than fourteen nor more than sixty days after mailing of the budget adopted by the Board. Unless at that meeting the Members having no less than two-thirds of the votes in the Association reject the budget, in person or by proxy, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the owners shall be continued until such time as the owners ratify a subsequent budget proposed by the board of Trustees.

4.3.3 Commencement of Dues for the Annexed Property

Dues shall commence as to all property annexed into Jordan River Trails on the first day of the month following the effective date of annexation.

4.3.4 No Waiver

The omission by the Board before the expiration of any year to fix the dues for that or the next year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Member from the obligation to pay the dues, or any installment thereof, for that or any subsequent year, but the dues fixed for the preceding year shall continue until new dues are fixed. No Member may exempt himself or herself from liability for his or her contribution toward the common expenses by waiver of the use and enjoyment of the Common Property or by abandonment of his or her Lot.

4.3.5 Records

The Association shall keep detailed, accurate records, in chronological order, of the receipts and expenditures affecting the Common Property and any other Property with respect to which the Association has maintenance or similar responsibilities, specifying and itemizing the operation, maintenance, replacement and repair expenses in the Common Property and any other expenses incurred. Records and vouchers authorizing the payments involved shall be available for examination by the Members by appointment only during the Association's business hours, if any, on weekdays or at such times as may be agreed.

**ARTICLE IV
COVENANT FOR DUES AND ASSESSMENTS**

4.4 Assessments

The Association may levy assessments for capital improvements made upon the Common Property and any other Property with respect to which the Association has maintenance or other responsibilities, or for other purposes and in the manner as shall be provided in this Declaration or in the Articles of Incorporation, Bylaws or other Rules and Regulations of the Association. Any such special assessments must be approved by a majority of the votes cast (per §4.5 of the Bylaws) by a quorum (as determined per § 4.4 of the Bylaws) according to the requirements previously specified in **Section 4.3.1, Amount of Dues**, for increasing the annual dues assessment. At least thirty (30) days prior to the commencement of any assessment, the Board shall provide to each Lot Owner written notice of the amount of such assessment and the date due (or due dates if paid in installments and the amount of each installment). The notice need only be given once for any assessment paid in installments unless the Board specifies otherwise. If the Association is required to or otherwise reasonably proceeds to incur expenses to perform work or maintenance on any individual Lot or to enforce the terms and conditions of this Declaration, the full amount of such costs and expenses, including late charges, reasonable attorneys' fees and legal expenses, shall be specifically assessed against the owner of the Lot on which the maintenance was performed.

In all other cases, assessments shall be divided among the respective Lot Owners in the same manner as specified above in this Section. Unless the Association is exempt from federal income taxes, including, without limitation, an exemption under Internal Revenue Code Section 528, the Board shall take such steps as may be reasonably necessary to prevent the assessment from being included in the Association's income for federal income tax purposes, including, if necessary, depositing the funds in a segregated account, not commingling the funds with any other funds of the Association, and using the funds solely for the purpose for which they were levied.

4.5 Default in Payment of Dues and Assessments; Remedies

Any dues or assessments not paid within thirty-one (31) days after they are first due and payable shall be considered "Delinquent". Delinquent dues and assessments shall incur a late charge of twenty five percent (25%) of the total account balance, up to a maximum of \$100.00.

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4.5 Default in Payment of Dues and Assessments; Remedies *(continued)*

Upon a delinquency in payment of any dues or assessments, the Association: shall notify the Lot Owner in writing of the delinquency and may suspend the enjoyment rights of any Lot Owner, as set forth in Section 3.4(b) above, and the Association may record with the County Auditor a lien (which may be signed by a representative of the Board, the Property Manager or an attorney representing the Association) against the Lot or Lots in question for the delinquent amounts including, late charges, penalties and collection expenses and periodically amend such lien to update amounts owing and further may bring an action at law against the person personally obligated to pay the dues and assessments and/or foreclose the lien against the Lot, costs and reasonable attorney fees of any such action shall be added to the amount of the dues or assessments, and all such sums shall be secured by a continuing lien on the Lot or Lots in question as referenced above in this Article which lien may be foreclosed in such action and included in any judgment or decree entered in such suit.

No Lot Owner may waive or otherwise escape liability for the dues or assessments provided for herein by nonuse of the Common Property or abandonment of his or her Lot. The homestead exemption of RCW 6.13.080 shall not apply to the foreclosure of any lien for dues, assessments and related items authorized above.

4.5.1 Foreclosure Procedure

If any lien authorized hereunder to be asserted by the Association against a Lot is to be foreclosed, which decision shall be made by the Board, the procedure to be followed in such foreclosure process shall be that specified for the foreclosure of mechanics and materialman's liens under RCW 60.04; provided, however, that the pre-lien notice requirements and time periods specified therein for recording liens and thereafter foreclosing them (90 days and 8 months respectively) shall not be applicable to Association liens. Association liens may be filed and foreclosed at any point in time so long as the delinquencies, interest, penalties or collection expenses owing remain delinquent and unpaid. If for any reason the Court should invalidate or rule inapplicable all or any other provisions of the RCW 60.04 procedure to such foreclosure, the Court may specify as necessary reasonable alternative procedures that shall instead apply so as to not prejudice the foreclosure remedy contemplated herein.

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4.6 Mortgagee's Rights

4.6.1 Subordination of the Lien to Mortgagees

The lien of the dues or assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed on any Lot made in good faith and for value, and no such dues or assessment lien shall defeat a first mortgage lien unless, and only to the extent that, the Mortgagee has subordinated the lien of the first mortgage to the dues or assessment lien. Sale or transfer of any Lot subject to a first mortgage pursuant to a decree of foreclosure under the first mortgage, or in lieu of foreclosure thereof, shall extinguish the lien against the real property of such dues or assessments as to payments thereof which became due prior to sale or transfer, but shall not release or extinguish the personal liability of the person or persons who owned the Lot at the time the dues or assessments were levied. No sale or transfer shall relieve a Lot from liability for any dues or assessments thereafter becoming due or from the lien thereof.

4.6.2 Mortgagee's Right to Examine Books and Records

Mortgagees shall have the right to examine the books and records of the Association upon prior notice at the offices of the Association (or such other reasonable place as the Board may designate) during business hours on weekdays (or at such other reasonable time as the Board may designate) and the right to require the submission of financial data concerning the Association, including annual audit reports, budgets, and operating statements. The Association may charge such Mortgagees a fee to cover its costs for the gathering, reproduction and/or mailing of all reports, budgets or statements.

4.6.3 Priority in Distribution of Insurance and Condemnation Proceeds

No Lot Owner, or any other party, shall have priority over any right of first Mortgagees of Lots pursuant to their mortgages in cases of a distribution to Lot Owners of insurance proceeds or condemnation awards for losses to or a taking of Lots or Common Property. Any provision to the contrary in this Declaration, the Bylaws or the Rules and Regulations or other documents relating to the development is to such extent void. All applicable fire and all physical loss or extended coverage insurance policies shall contain loss payable clauses naming the first Mortgagees as their interests may appear.

4.6.4 Lien Not Invalidated

No breach of any provision of this Declaration shall invalidate the lien of any mortgage made in good faith and for value; but all of the covenants, conditions and restrictions shall be binding on any Lot owner whose title is derived through foreclosure sale, trustee's sale, or otherwise.

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4.6.5 Right to Appear at Meetings

Because of its financial interest in the Project, any Mortgagee may appear (but cannot vote) at meetings of Members and the Board to draw attention to violations of this Declaration that have not been corrected or that have been made the subject of remedial proceedings or assessments.

4.6.6 Exempt Property

The following property subject to this Declaration shall be exempt from the dues, assessments, charges and liens created herein:

(a) All properties, to the extent of any easement or other interest herein dedicated and accepted by a municipal corporation or other local public authority and devoted to public use; and

(b) All Common Property. (See Section 3.1.1)

4.7 Right of Association to Pay Lienable Charges on Property Subject to Association Lien

The Association by majority vote of the Board shall have the right, but not the obligation, to pay any third-party or governmental charge against any Lot within the community which charge constitutes a lien against the Lot in order to protect the Association's lien rights against the Lot. If the Association pays any such charges, the amount so paid shall itself constitute a continuing lien against the affected Lot accruing interest and being subject to foreclosure in the same fashion as dues and assessments as referenced above. Costs of collection, including attorneys' fees and legal expenses, incurred by the Association in connection with such charges shall also constitute a continuing lien against the affected Lot subject to recovery in a foreclosure proceeding in like fashion as regular dues and assessments.

**ARTICLE V
RESTRICTIONS ON USE OF PROPERTY BY OCCUPANTS**

The following restrictions shall be applicable to the use of any property subject to this Declaration:

5.1 Maintenance of Animals

Animals shall be kept and maintained in accordance with Title 9 of the Snohomish County Code. In addition, no domestic pet may be kept if it is a source of annoyance or a nuisance. The Association shall have the authority to determine whether a particular pet is a nuisance or a source of annoyance, and such determination shall be final and conclusive. Pets shall be registered, licensed, and inoculated as required by law. Each Lot Owner shall be responsible for cleaning up any excrement or other unclean or unsanitary condition caused by any animal of such Lot Owner or his or her guests or tenants. All animals belonging to Lot Owners, tenants or guests must be kept either indoors or outdoors within a suitably enclosed fence or yard or on a leash attached to an immovable object or on a leash being held by a person capable of controlling the animal.

5.2 Mineral Extraction

No part of the properties shall be used for the purpose of exploring for, taking there from or producing there from gas, oil or other hydrocarbon substances, minerals, metals and ores of every kind, sand, granite, gravel, clay or any other naturally occurring element.

5.3 Nuisances

No noxious, offensive, or dangerous activity shall be conducted in any portion of Jordan River Trails nor shall anything be done or maintained therein in derogation or violation of the laws of the State of Washington, Snohomish County or any other applicable governmental entity. Nothing shall be done or maintained on any portion of Jordan River Trails which may be or become an annoyance or nuisance to the neighborhood or detract from the value of Jordan River Trails as a very desirable, peaceful and livable residential community. After providing interested parties with a reasonable notice and opportunity to be heard, the Board shall determine whether any given use of a Lot or dwelling unit unreasonably interferes with the rights of the other Lot Owners to the use and enjoyment of their respective Lots and dwelling units, or the Common Property, and such determination shall be final and conclusive.

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5.4 Storage of Items, Inoperable Vehicles

No storage of property, vehicles or goods which may be or become an annoyance, an eyesore, or a nuisance to neighboring Lots or to Jordan River Trails in general, shall be permitted in open view from the street or from any Lot or the Common Property. Inoperable vehicles are not permitted to be parked or stored anywhere in Jordan River Trails unless (a) kept in a fully enclosed garage or other suitable structure providing full enclosure or (b) a Member may have one (1) only inoperable vehicle outside such an enclosure for purposes of repair or rebuild for a maximum period of 3 months in any twelve (12) month period, unless a prior written exception has been granted by the Board of Trustees.

5.5 Trash

No garbage, refuse or rubbish shall be deposited or kept on any Lot except in a suitable container. All areas for the deposit, storage or collection of garbage or trash shall be substantially shielded or screened from neighboring property, streets, private recreation areas and Common Property; provided, however, that all trash and organic yard waste that is required to be placed at a designated point in order to be collected may be placed and kept at such designated point, and need not be in any container for a period not exceeding forty-eight (48) hours prior to pick up of such trash and organic yard waste. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Garbage, refuse and rubbish shall not be permitted to accumulate on any Lot but rather shall be promptly and regularly removed and properly disposed of.

5.6 Construction, Maintenance

It shall be the duty of each Lot Owner to maintain a reasonably clean and sightly area during all construction, maintenance and landscaping work on the Lot. No materials or equipment shall be stored in such a way as to interfere with the Common Property or with the access to any Lot. Upon forty eight (48) hours notice to the Lot Owner of failure to comply with this provision, the Association has the authority to remove any improperly stored materials or equipment, perform any maintenance work reasonably necessary to maintain the Lot as required hereby and repair any damage to Common Property or public property. Such work shall be performed by the Association at the Lot Owner's expense and assessed against the Lot Owner to be enforced and collected like other assessments hereunder.

**ARTICLE V
RESTRICTIONS ON USE OF PROPERTY BY OCCUPANTS**

5.7 Leasing

All rental and lease agreements shall be in writing and shall provide that the terms of such agreements shall be subject in all respects to the provisions of this Declaration and the Articles of Incorporation and Bylaws of the Association, and that any failure by the tenant or lessee to comply with the terms of such documents shall constitute a default under such agreements. A Lot Owner must delegate his or her rights to enjoyment of the Common Property to a tenant or a lessee in accordance with **Section 3.5** above. Other than the foregoing, there are no restrictions on the right of a Lot Owner to rent or lease his or her Lot.

5.8 Entry Gates

No entry gate or other controlled access barrier or device shall be erected or maintained within Jordan River Trails or any annexed property so as to prohibit or restrict pedestrian and vehicular ingress or egress to the Common Property from other portions of Jordan River Trails. The foregoing shall not preclude fences and gates approved by the Board and restricting access to individual Lots.

5.9 Further Subdivision

After the initial subdivision of lots by the Declarant, including the subdivision of any Lots in any annexed property, no Lot subject to this Declaration may be further subdivided.

5.10 Residential Businesses

No Lot Owner shall use or permit the use of any Lot for the purpose of a retail or service business if the nature of such business will result in additional traffic or noise in Jordan River Trails or is not authorized by or operated in compliance with applicable law.

5.11 Water Diversion

No Lot Owner may divert water from it's natural course without prior written Board approval.

5.12 Trailers, Recreational Vehicles and Tents

No person may live or reside in a trailer, RV, tent or other type of vehicle or portable shelter on a Lot or in any other part of Jordan River Trails for a period in excess of two (2) weeks during any six (6) month period without prior written permission of the Board.

**ARTICLE V
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5.13 Motorcycles and All-Terrain Vehicles

Motorcycles, motorbikes, All-Terrain Vehicles, go-carts and similar recreational vehicles shall not be operated on the roads or Common Property, unless they are licensed, or have a current ORV license, and the driver is in possession of a valid driver's license. Furthermore, such vehicles shall at all times be operated in a safe manner and shall at no time be operated so as to generate objectionable noise or in some other manner that unduly disturbs Jordan River Trails residents.

**ARTICLE VI
ARCHITECTURAL CONTROL**

6.1 Board Authority

The Board may adopt architectural guidelines, establishing standards for the exterior design, building materials and placement of all structures to be constructed on Jordan River Trails. The Board may amend the architectural guidelines from time to time if it determines that such amendments are in the best interest of the Lot Owners as a whole. The Board shall have the right to review all plans and specifications for any building or structure to be constructed or modified within Jordan River Trails and to either approve or reject, or approve with conditions, such plans based on whether they conform to the architectural guidelines. Enforcement of these covenants shall be carried out by the Association through the Board.

6.2 Architectural Control

Upon the adoptions of such guidelines, no building, deck, patio, wall, kennel or other structure requiring a building permit, shall be erected, placed or altered on any Lot, nor shall any exterior addition thereto, or change or alteration therein be made, until the plans and specifications are submitted to the Board and found by the Board to be in accordance with the guidelines and the procedures established by the Board. The address for submission of plans and specifications to the Board (which address may be changed from time to time upon notice to the Members) is as follows: **Board of Trustees, Jordan Maintenance Company, 14129 Club Way, Arlington, WA 98223**. The plans submitted to the Board for approval shall be in the final format required for submission to the county and/or Health District for approval, (if county or Health District approval is required by law), and must include a site plan, a detailed description of the proposed structure and its construction materials, the location and design of any proposed septic system, and elevations and floor plans for the proposed structure. The Board shall retain a complete copy of the submitted plans.

It shall be the obligation of each Lot Owner to be familiar with the rules, regulations, and procedures of the Board for inspections, plan review and approval, and to meet all governmental requirements for permits, licenses and other approvals.

**ARTICLE VI
ARCHITECTURAL CONTROL**

6.3 Restrictions on Construction, Maintenance and Improvements

Although the Board retains full authority to approve or disapprove of any specific proposal, the following restrictions shall apply to Jordan River Trails, regardless of whether specific architectural guidelines are adopted per **Section 6.1** above:

6.3.1 Building Materials

Each permanent home constructed on a Lot shall be built of new materials except, with approval of the Board, decorative items. Exterior wall materials shall be restricted to wood siding or wood shingle and exposed wood structural elements, provided that brick, stone and stucco accents shall be permitted. No used buildings of any type shall be moved onto any Lot.

6.3.2 Single Family Dwellings

Only one (1) single-family dwelling unit shall be permitted on each Single-Family Lot.

6.3.3 Construction

6.3.3.1 Contractor

No home may be constructed on any Lot other than by a contractor licensed as a general contractor under the statutes of the State of Washington without the prior approval of the Board.

6.3.3.2 Construction Times and Duration

No construction of improvements on any Lots shall be undertaken or conducted on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day or any Sundays, except for (a) construction activities of Lot Owners when working on their own Lots, (b) emergency situations involving the potential loss, injury or damages to persons or property, and (c) as otherwise permitted by the Board.

The exterior of all construction projects shall be completed and have a fully finished exterior appearance from all streets, Common Property and neighboring lots within (a) eighteen (18) months from commencement of construction of a home or (b) within six (6) months as to all other types of structures unless otherwise permitted by the Board upon the Lot Owner's written application. The application to the Board must include an explanation of the reason the extension is needed and be accompanied by copies of all new or amended building permits applicable to the project.

ARTICLE VI ARCHITECTURAL CONTROL

6.3.3.3 Occupancy

No structure or improvement may be temporarily or permanently occupied until the exteriors thereof have been completed. No temporary house, tent, barn or other outbuilding shall be permitted on any Lot at any time except for social functions as may be permitted by the rules and regulations promulgated by the Board.

6.3.3.4 Conformance With Codes

All construction of improvements shall conform in all respects with municipal, county, state, and federal land use, building and mechanical, electrical, plumbing and environmental codes and regulations as applicable.

6.4 Approval Procedures

6.4.1 Submission

Any approval requested of the Board shall be made in writing and shall be submitted to the Board at the address shown above in **Section 6.2** hereof.

6.4.2 Meetings of the Board

The Board shall meet, from time to time, as necessary to perform its duties hereunder. In addition, or in the alternative, to establishing a special committee to perform or assist with architectural control/construction control responsibilities, the Board may hire a duly licensed architect or other consultant or professional, as deemed necessary by the Board, who shall advise the Board as to matters under its jurisdiction. The Board may delegate any of its rights and duties under this Declaration to any such licensed architect, consultant or professional who shall have full authority to act on behalf of the Board on all matters so delegated. Notwithstanding any delegation, the Board shall retain its responsibility for all matters under its jurisdiction. The Board may charge to each applicant for Board approval, all costs and expenses resulting from the Board's review of the applicant's proposed plan; provided, however, that the applicant shall be provided a written estimate of such charges and shall have three (3) days after receipt of this estimate to withdraw the proposed plan without charge. Any fee or charge for architects, consultants or other professionals hired by the Board shall constitute common expenses to be assessed and collected like other assessments under the terms of this Declaration.

**ARTICLE VI
ARCHITECTURAL CONTROL**

6.4.3 Decisions of the Board Under This Article

The Board, in the discharge of its obligations hereunder and in its deliberations, shall act objectively and fairly in making decisions concerning various plans, specifications and plot plans submitted to it for consideration. Further, the determination of the Board as to noncompliance shall be in writing signed by the Board and shall set forth in reasonable detail the reason for noncompliance.

If the Board fails to respond to the Lot Owner's application and submittal with reference to proposed plans and specifications within thirty (30) days after the complete plans and specifications have been submitted by the Lot Owner in writing to the Board for the proposed construction, addition, alteration or change, then approval will be deemed to have been granted by the Board and formal written approval will not be required and this provision shall be deemed to have been fully complied with.

If a Lot Owner enters into construction, addition, alteration or change of any building without having first submitted in writing the proposed plans and specifications to the Board for the work and received approval and continues or completes such work without any notice of noncompliance from the Association, the Association shall have the right to take such enforcement action as it deems appropriate with reference to the specific unauthorized improvement and, with respect to fines only, so as may discourage future unauthorized improvements by others, which action may include, without limitation, levying a fine(enforceable as an assessment), imposing conditions upon the Lot Owner to retain or complete the improvement, filing suit to enjoin construction of or require removal of such unauthorized improvement or compliance with guidelines or conditions imposed (prior or subsequent to discovery of the unauthorized improvement) by the Board (subject to the appeal process of this Article below) or a combination thereof. In no event, however, shall the Board's failure to respond to an application or failure to bring suit or to take action to enjoin construction, addition, alteration or change for which no approval was obtained be deemed to be a waiver of the Board's right to respond or bring suit or take action as to any other proposal or construction.

**ARTICLE VI
ARCHITECTURAL CONTROL**

6.4.4 Inspection of Work

The Board may authorize a Trustee, or other representative to enter and inspect any Lot which has been the subject of an approval of a submission to the Board (or its designee). Such authorization shall be in writing. The inspection may occur upon consent of the Lot Owner, which consent shall not be unreasonably withheld, at any reasonable hour, with at least twenty four (24) hours written notice.

ARTICLE VI ARCHITECTURAL CONTROL

6.4.4 Inspection of Work *(continued)*

Such entry shall be made with as little inconvenience to the Lot Owner as reasonably possible, and any damage caused thereby shall be repaired by the Association. If the Board finds that such work was not done in substantial compliance with the approved plans and specifications, it shall notify the Lot Owner in writing of such noncompliance, specifying the particulars of noncompliance and shall require the Lot Owner to remedy the same within thirty (30) days from the date of notification of such noncompliance. If a noncompliance exists and is not corrected within the said period, the Board, after notice and hearing, may levy an assessment against the Lot Owner for the costs of removing or remedying the noncompliance and/or take other action as authorized in this Declaration.

6.4.5 Nonliability of Board Members

Neither the Association, the Board nor the Members nor designated representatives thereof, shall be liable for damages to any person submitting plans or specifications to them for approval, nor to any Lot Owner affected by this Declaration by reason of mistake in judgment, negligence, malfeasance or nonfeasance, unless due to willful misconduct or bad faith of the same. The Board's approval or disapproval of a submission shall be based solely on the considerations set forth in this Article, and in such rules and regulations as may be promulgated by the Board. The Board shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plans or design from the standpoint of structural safety and conformance with building or other codes.

ARTICLE VI ARCHITECTURAL CONTROL

6.4.6 Appeal

If plans and specifications submitted to the Board are disapproved, the party making such submission may appeal in writing to the Board. The written request must be received by the Board not more than thirty (30) days following the final (original) decision of the Board. The party appealing the decision shall have the right to appear personally before the Board prior to the Board's appeal decision; provided, however, that if such party does not appear before the Board at the next regularly held Board meeting (or at a special meeting scheduled by the Board upon a minimum of 20 days' written notice to the appealing party) to hear the appeal, this right to personal appearance shall be considered waived. Within forty five (45) days following receipt of the request for appeal, the Board shall render its written decision on the appeal. The Board shall have the right, upon written notice to the party appealing the Board's original decision, to extend the period for rendering its appeal decision by thirty (30) days. The party appealing the Board's original decision may request the Board to extend the period for rendering the Board's appeal decision by no more than sixty (60) days. The Board shall approve such request for an extension in the absence of reasonable cause for disapproval. The failure by the Board to render a decision within said forty five (45) day period or any extension thereof shall be deemed a decision in favor of the person appealing the Board's original disapproval.

6.4.7 Violations

The failure of a Lot owner to comply with the rules and procedures of the Board or the plans and specifications as approved by the Board, shall, at the election of the Board exercised after thirty (30) days written notice to the Lot Owner, and the Lot Owner's failure to remedy the violation during the thirty (30) day period, constitute a violation of the terms and conditions of this Declaration. In such event, the Board, on behalf of the Association, shall be empowered to take any appropriate action to enforce the terms of this Declaration as provided herein, including, but not limited to, an action for appropriate equitable relief including, without limitation, injunctive relief, specific performance and/or an action for damages.

**ARTICLE VII
MAINTENANCE OBLIGATIONS**

7.1 Maintenance by Association

Without limiting the generality of **Section 2.9** above, the Association shall have the duty to perform the following upon the Common Property and Public Areas (i.e., any other areas that Association is to maintain per this Declaration):

(a) Maintain, landscape, repair, restore and replace improvements on the Common Property and public areas in a neat, clean, safe, sanitary, attractive and orderly condition at all times, including, without limitation, the following (if applicable to the community):

- (1) Private streets and driveways, and adjacent landscaping, community perimeter fences and walls;
- (2) Walkways and pedestrian paths;
- (3) Private on-site sewer and drainage facilities and easements, if any, in accordance with requirements of applicable governmental requirements;
- (4) All Common Property lighting facilities, if any, provided or required for the purpose of illuminating the Common Property; and
- (5) Monument signs, if any, located at the community entrance(s), and all community (not personal) mailbox structures;

(b) Maintain all other areas, facilities, furniture, equipment, services or aesthetic components of whatever nature as may, from time to time, be requested by the vote or written consent of two-thirds (2/3) of the voting power of the Members.

Except as otherwise herein specified as being paid by individual Lot Owners, the cost of maintenance, repair, restoration and replacement as provided in this **Article** shall be common expenses and shall be paid out of the general fund of the Association.

7.2 Maintenance of Public Utilities

Nothing contained herein shall require or obligate the Association to maintain, replace or restore the underground facilities or public utilities which are located within easements in the Common Property owned by such public utilities. However, the Association shall take such steps as are necessary or convenient to ensure that such facilities are properly maintained, replaced or restored by such public utilities.

**ARTICLE VII
MAINTENANCE OBLIGATIONS**

7.3 Vacant Lots

It is the intent of these restrictions that vacant Lots be maintained in a reasonably presentable condition. Therefore, the Association shall have the right, but not the obligation, at all times to enter upon any Lot or building site that is vacant and unplanted or untenanted by the Lot Owner, after reasonable notice to the Lot Owner, to remove debris, weeds or other waste material and to trim, cut back, remove if damaged or dead, cultivate and/or maintain hedges, trees, shrubs, plants or lawns and to charge the expense thereof to the Lot Owner as an assessment per **Section 4.4** hereof. The Association shall have all of the same rights with respect to such an assessment as set forth in **Article IV** hereof concerning assessments generally.

7.4 Maintenance by Lot Owners

7.4.1 Developed Lots

Each Lot Owner of a developed Lot shall be obligated to maintain in clean, attractive condition the area lying between the front boundary of the Lot Owner's Lot and the paved surface of the road, regardless of whether such area is privately or publicly owned. Each Lot Owner of a developed Lot shall maintain said Lot and the above-described area adjacent to the paved surface of the road free of rubbish, inoperable vehicles (except as otherwise permitted by this Declaration) or appliances or other trash, and shall keep the buildings thereon painted and the lawn mowed. If the Association concludes that this Section is being violated, it shall give such Lot Owner thirty (30) days notice of the alleged failure to properly maintain said Lot. If the Lot Owner does not correct the maintenance within thirty (30) days of the date of the notice, the Association may enter the Lot and perform the necessary maintenance and charge the expense thereof to the Lot Owner which charge shall be enforceable in the same manner as delinquent dues and constitute a lien against the Lot in question.

7.4.2 Reasonable Notice

"Reasonable notice," as that term is used in this Article, shall mean mailing by certified mail to the last known address of the member shown on the books of the Association not less than thirty (30) days before entry on such Lot Owner's property is made or maintenance of such Lot and landscaping is undertaken pursuant to this Article.

**ARTICLE VIII
VIEW OBSTRUCTION**

Each Lot Owner, by accepting title to a Lot in Jordan River Trails, hereby acknowledges that

(a) there are no protected views within Jordan River Trails and no Lot in Jordan River Trails is assured the existence of or unobstructed continuation of any particular view and

(b) any construction, landscaping or other installation of improvements by other Lot Owners may impair the view from any Lot in Jordan River Trails and the Lot Owners hereby consent to such view impairment.

**ARTICLE IX
COVENANTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS RUN WITH THE LAND**

The Covenants, Restrictions, Reservations and Conditions contained herein shall run with the land and shall be binding upon Jordan River Trails and each portion thereof and all persons owning, purchasing, leasing, and subleasing or occupying Lots or Tracts in Jordan River Trails, and their respective heirs, successors, and assigns. After the date that this Declaration is recorded, these Covenants, Restrictions, Reservations and Conditions may be enforced by the Association and the Association shall have the right to expend Association monies in pursuance thereof.

**ARTICLE X
ANNEXATION OF ADDITIONAL PROPERTY**

No additional property shall be annexed to and become subject to this Declaration except upon a two-thirds (2/3) vote of the membership.

10.1 Effective Date of Annexation

Any Declaration of Annexation shall become effective as to all property described therein immediately upon recording.

10.2 Rights and Obligations

When a Declaration of Annexation is recorded to include additional property to Jordan River Trails, each Lot Owner in the annexed property shall be entitled to all benefits set forth in the Articles of Incorporation and Bylaws of the Association and this Declaration including, but not limited to, the rights, as a Member, to exercise the voting rights described therein and each Lot Owner shall be bound by all the obligations set forth in the Articles of Incorporation and the Bylaws of the Association and this Declaration.

**ARTICLE XI
ENFORCEMENT, REMEDIES AND WAIVER**

11.1 Enforcement

The Association shall have the right to enforce, by any remedy provided in this Declaration or in the Bylaws, or by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or the Bylaws, Rules and Regulations and the Articles of Incorporation of the Association. Failure to insist on strict performance of any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The receipt by the Association of payment of any dues or assessment from a Lot Owner, with knowledge of any breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the authorized officers of the Association.

Each Member shall have the right to institute any proceeding at law or in equity to enforce the provisions of this Declaration; provided, however, that no Member shall institute any such proceeding until that Member has made a written request to the Association to enforce this Declaration, providing the specific violation and remedy sought, and the Association has either declined to take action on such request or has failed to respond within ninety (90) days of the date of mailing or hand delivery of the request.

11.2 Remedies

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

11.3 Right to Enter

In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon any Lot or any portion of the Common Property to abate or remove any structure, thing or condition that violates this Declaration, the Bylaws or the Rules and Regulations adopted by the Board. Unless (a) an emergency situation exists or (b) a different notice period is prescribed elsewhere in this Declaration specifically applicable to the violation in question, the Board shall give the violating Lot Owner a minimum thirty (30) day written notice of its intent to exercise the right granted hereunder. All costs of exercising such right, including reasonable attorneys' fees, may be assessed and collected against the violating Lot Owner like other assessments hereunder.

**ARTICLE XI
ENFORCEMENT, REMEDIES AND WAIVER**

11.4 Waiver

The failure of the Association or of any of their duly authorized agents or any of the Lot owners to insist in any one or more instances upon the strict performance of or compliance with the Declaration or any of the Articles of Incorporation, Bylaws or Rules or Regulations of the Association, or to exercise any right or option contained therein, or to serve any notice or to institute any action or proceedings, shall not be construed as a waiver or relinquishment of such right for the future, but such right to enforce any of the provisions of the Declaration or of the Articles of Incorporation, Bylaws or Rules or Regulations of the Association shall continue and remain in full force and effect. No waiver of any provision of this Declaration or of the Articles of Incorporation, Bylaws, Rules or Regulations of the Association shall be deemed to have been made, either expressly or impliedly, unless such waiver shall be in writing and signed by the Board pursuant to authority contained in a resolution of the Board.

**ARTICLE XII
GENERAL PROVISIONS**

12.1 Personal Property

The Board may acquire and hold personal property related to the proper and efficient fulfillment of their duties and undertakings on behalf of the Association. Any such property, unless not purchased or acquired with Association funds, shall be owned by the Association.

12.2 Audit

Any Member may at any time at his or her own expense cause an audit or inspection to be made of the books and records of the Association. The Board, as a common expense, shall obtain an audit for all books and records pertaining to the Association at such intervals as the Board shall determine but in compliance with the applicable provisions of RCW 64.38.045 (and future amendments thereto) and copies shall be made reasonably available to the Members.

**ARTICLE XII
GENERAL PROVISIONS**

12.3 Compensation of Board Members, Officers and Committee Members

No compensation shall be paid to members of the Board, officers of the Association or members of any Association committee except as provided in the Association Bylaws (including future amendments to the same if any). Nevertheless, nothing stated in this Declaration shall prevent any member of the Board, officer of the Association or member of any duly authorized Association committee from being reimbursed for out-of-pocket expenses or compensated for services rendered to or for the Association in any other capacity (such as private contractor or outside professional consultant); provided, however, that any such expenses incurred or services rendered shall have been authorized in advance by the Board. Any Trustee having a material financial interest or other direct interest in a matter being considered by the Board shall fully disclose each such interest and any potential conflict to the Board and shall abstain from voting on that matter unless the interested Trustee's vote is necessary to render the Board's decision valid under the Bylaws of the Association.

12.4 Indemnification

Each member of the Board, officer of the Association or member of any duly authorized Association committee shall be indemnified by the Association against the actual amount of any net loss, including without limitation attorney's fees and legal expense, reasonably incurred by or imposed upon him or her in connection with any action, suit or proceeding to which he or she is made a party by reason of his or her being or having been a member of the Board, officer of the Association or member of any duly authorized Association committee, except as to matters as to which he or she is ultimately found to be liable for gross negligence or willful misconduct. In the event of a settlement of any such case, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by its attorney that the person to be indemnified has not been in the attorney's good faith judgment guilty of gross negligence or willful misconduct.

**ARTICLE XII
GENERAL PROVISIONS**

12.5 Limitation of Liability

No person who shall serve as a member of the Board, an officer of the Association, or a member of any duly authorized Association committee shall be liable to any Lot Owner or to the Association for conduct or acts in such person's official capacity as Board member, officer or committee member except for claims, damages, liabilities, costs or expenses which arise out of the willful misconduct of such person. Without limiting the generality of the foregoing, no person who shall serve as a Member of the Board or as an officer of the Association shall be liable to any Lot Owner or to the Association for the interruption of service of any utility which the Board or an authorized officer of the Association is purchasing from a public utility or otherwise for the benefit of the Lots or the Lot Owners unless such interruption of service arises out of the willful misconduct of such person. Nothing contained in this Section shall be construed to impose liability upon any person who shall serve as a member of the Board, or as an officer of the Association.

12.6 Amendment of Declaration

This Declaration may be amended in whole or in part or terminated by a vote of the Members. An amendment to this Declaration may be proposed by the Association or by any Member, and an amendment shall be effective if, and only if, it is approved in writing by Members owning sixty-six and two-thirds percent (66 2/3%) or more of the lots in Jordan River Trails. Such approved amendment shall be certified as having been duly adopted by the President and Secretary of the Association or, alternatively, by any three (3) of the Board members and duly recorded in the proper county. An amendment to this Declaration shall be effective on the date stated therein, but if no date is stated, the amendment shall be effective upon recording.

12.7 No Partition of Common Areas

There shall be no partition of the Common Property or any part thereof, nor shall any member have the right to seek or obtain such partition, judicial or otherwise. This Section shall not be construed to prohibit the Association from acquiring and disposing of tangible personal property or from acquiring title to real property, which may or may not be subject to this Declaration.

ARTICLE XII GENERAL PROVISIONS

12.8 Requirement for Estoppel Certificate

Within thirty (30) days of the receipt by the Board of a written request by any Lot Owner, the Board shall provide the Lot Owner with a written statement containing the following information: (i) whether, to the knowledge of the Association, the Lot Owner or the Lot Owner's Lot is in violation of any of the provisions of this Declaration, the Articles of Incorporation, Bylaws or Rules and Regulations; (ii) the amount of dues or assessments, including installment payments, paid by the Lot Owner during the calendar year the request is received; and (iii) the amount of any delinquent dues or assessments, penalties, attorneys' fees, and other charges on the Lot Owner's Lot as provided by this Declaration, the Articles of Incorporation, Bylaws or Rules and Regulations. The Board may charge the Lot Owner a fee to recover its reasonable costs in preparing the statement. Any prospective purchaser or Mortgagee of the Lot Owner Lot may rely on the information in such written statement; provided that reliance may not extend to any violation of the Declaration, the Articles of Incorporation or Bylaws of which the Association has no knowledge.

12.9 Notices

Any notice that is permitted (or required) to be delivered per the terms hereof must be in writing and may be delivered either personally or by mail. If delivery is made by registered or certified mail, it shall be deemed to have been delivered forty eight (48) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the address of any Lot owned by such person if no different address has been given to the Association. If such notice is sent by regular mail, it shall be deemed to have been delivered when received. Such member address may be changed, from time to time, by notice in writing from the member to the Association.

12.10 Attorneys' Fees

If any Lot Owner defaults in making a payment of dues or assessments or in the performance or observance of any provision of this Declaration, and the Association has obtained the services of an attorney in connection therewith, the Lot Owner covenants and agrees to pay to the Association all actual costs or fees reasonably incurred, including attorneys' fees, regardless of whether legal proceedings are instituted. In case a suit is instituted, the prevailing party shall recover all reasonable expenses incurred in the litigation, in addition to the aforesaid costs and fees.

Any action under this Declaration shall be instituted in the courts of Snohomish County, Washington.

**ARTICLE XII
GENERAL PROVISIONS**

12.11 Gender

Gender references in this Declaration shall be deemed to include both male and female if not explicitly so stated.

12.12 Severability

Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

12.13 Effect of Municipal ordinances

Police, fire, health and other public safety ordinances of any municipal corporation having jurisdiction over any portion of Jordan River Trails shall govern to the extent that they are more restrictive than the provisions of this Declaration, Bylaws or the Association Rules and Regulations.


12.14 Interpretation of Covenants

The Board shall have the authority to review and resolve all questions arising under the provisions of this Declaration, and the Board's good-faith, reasonable interpretation of the provisions of this Declaration shall be final and binding on all Association Members.

IN WITNESS WHEREOF, the undersigned has/have made this Declaration of Restrictive Covenants on the date stated above.

IN WITNESS WHEREOF, the undersigned declare and certify on behalf of the Association Board of Trustees that this Amended Declaration was adopted by a procedurally proper and effective vote of Association members owning no less than sixty-six and two-thirds percent (66 2/3%) of the voting power in Jordan River Trails.

Board of Trustees of Jordan Maintenance Company

By: 
Name: DAVID CAMPBELL
Title: PRESIDENT

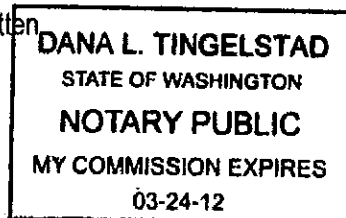
By: 
Name: ROBERT PARRISH
Title: VICE PRESIDENT

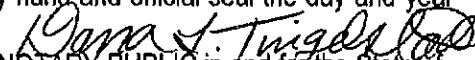
By: 
Name: KAREN RHODES
Title: SECRETARY/TREASURER

STATE OF WASHINGTON
COUNTY OF SNOHOMISH

On this 7th day of December, 2009, before me, the undersigned, Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David Campbell to me known to be the person who signed as **President** of the Board of Trustees of Jordan Maintenance Company executing the within and foregoing instrument as a free and voluntary act and deed of behalf of the said Board for the uses and purposes therein mentioned and on oath stated that he/she was a Trustee of the Jordan Maintenance Company authorized to execute said instrument on behalf of the Board and the Association.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.




NOTARY PUBLIC in and for the State of
Washington, residing at Manlyville
My Appointment Expires: 3/24/12

STATE OF WASHINGTON
COUNTY OF SNOHOMISH

On this 14th day of January, 2000, before me, the undersigned, Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert Parrish to me known to be the person who signed as **Vice President** of the Board of Trustees of Jordan Maintenance Company executing the within and foregoing instrument as a free and voluntary act and deed of behalf of the said Board for the uses and purposes therein mentioned and on oath stated that he/she was a Trustee of the Jordan Maintenance Company authorized to execute said instrument on behalf of the Board and the Association.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

<p>DANA L. TINGELSTAD STATE OF WASHINGTON NOTARY PUBLIC MY COMMISSION EXPIRES 03-24-12</p>	<p><i>Dana L. Tingelstad</i> NOTARY PUBLIC in and for the State of Washington, residing at <u>Marysville</u> My Appointment Expires: <u>3/24/12</u></p>
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STATE OF WASHINGTON
COUNTY OF SNOHOMISH

On this 2nd day of December, 2009, before me, the undersigned, Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Karen Rhodes to me known to be the person who signed as **Secretary** of the Board of Trustees of Jordan Maintenance Company executing the within and foregoing instrument as a free and voluntary act and deed of behalf of the said Board for the uses and purposes therein mentioned and on oath stated that he/she was a Trustee of the Jordan Maintenance Company authorized to execute said instrument on behalf of the Board and the Association.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

<p>DANA L. TINGELSTAD STATE OF WASHINGTON NOTARY PUBLIC MY COMMISSION EXPIRES 03-24-12</p>	<p><i>Dana L. Tingelstad</i> NOTARY PUBLIC in and for the State of Washington, residing at <u>Marysville</u> My Appointment Expires: <u>3/24/12</u></p>
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EXHIBIT A

LEGAL DESCRIPTION

The Plat of Jordan River Trails, Division No. 1, according to the plat thereof recorded in Volume 24 of Plats, Pages 27, 28 and 29, Division No. 2, according to the plat thereof recorded in Volume 25 of Plats, Pages 64 & 65, and Division No. 3, according to the plat thereof recorded in Volume 25 of Plats, Pages 107 & 108, records of Snohomish County, Washington.

STATE OF WASHINGTON }
COUNTY OF SNOHOMISH } ss

I, Carolyn Weikel, Snohomish County Auditor,
do hereby certify that the foregoing instrument is a
true and correct copy of the document now on file
or recorded in my office.

In witness whereof, I hereunto set my hand this

23rd day of February 20 10
CAROLYN WEIKEL, County Auditor
Beverly Wild Deputy

