

EXHIBIT "B"

AMENDED

DECLARATION OF RESTRICTIVE COVENANTS

FOR KELLOGG VILLAGE

A PLANNED RESIDENTIAL COMMUNITY

THIS AMENDED DECLARATION made this 10th day of August , 2005, by the duly constituted Homeowners of Kellogg Village pursuant to Article IX, Section 3 of the Restrictive Covenants of Kellogg Village executed the 3rd day of March, 1999 by Boyden, Robinett & Associates, L.P., a Washington Limited Partnership, as follows:

WHEREAS, pursuant to Article IX, Section 3 of the Restrictive Covenants, the following Covenants modify the prior covenants affecting the real property situated in Snohomish County, Washington, the legal description of which is attached hereto as Exhibit "A" and incorporated herein by this reference.

NOW, THEREFORE, the Homeowners, by these Amended Covenants, hereby declare that all of the real property described in Exhibit "A" shall be held, sold and conveyed subject to the following easement, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Section 1. "Association" shall mean and refer to Kellogg Village Homeowners Association, a non-profit corporation of the State of Washington, and its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot within Kellogg Village, or a contract purchaser in possession of a Lot, but excluding contract sellers or other parties having an interest in the Lot merely as security for the performance of an obligation.

Section 3. "Member" shall mean and refer to any member of the Kellogg Village Homeowners Association.

Section 4. "Kellogg Village" shall mean and refer to that certain real property described in Exhibit "A".

Section 5. "Manufactured Home Park" shall mean and refer to the Kellogg Village Manufactured Home Park as shown on the PRD Site Plan recorded under Snohomish County Auditor's File No.9901191347.

Section 6. "Common Areas" shall mean all real property (including the improvements thereto) maintained by the Association for the common use and enjoyment of the owners. Said Common Areas are shown on the PRD Site Plan for Kellogg Village as recorded under Snohomish County Auditor's File No. 9901191347 and are described as follows:

a) Manufactured Home Park:

- (i) Tracts 991, 995, 996, 997 and 998, "Open Space", shall be developed and maintained as landscape and community recreation facility amenities. Underground utility and drainage discharge swales may cross such area utilizing the shortest alignment possible.
- (ii) Tract 993, "Open Space Detention Tract", shall be landscaped and maintained in a fashion compatible with the operation of the storm drainage detention facilities thereon.
- (iii) Tracts 992 and 999, "Open Space", shall be landscaped and maintained in a fashion compatible with the operation of the storm drainage conveyance facilities thereon.

b) Planned Residential Development

- (i) Tracts 984, 989, 992 and 993 of Kellogg Village Division I, Tracts 992 and 995 of Kellogg Village Division II and Tract 998 of Kellogg Village Division III, "Open Space", shall be developed and maintained as landscape, community recreation facility amenities and community building. Underground utility and drainage discharge swales may cross such area utilizing the shortest alignment possible.
- (ii) Tracts 993 and 997 of Kellogg Village Division III, "Open Space Detention Tract", shall be landscaped and maintained in a fashion compatible with the operation of the storm drainage detention facilities thereon.
- (iii) Tracts 994 and 996 of Kellogg Village Division III and Tract 999 of Kellogg Village Division II, "NGPA", shall be left in a substantially natural state. No clearing, grading, filling, building, construction or placement, or road construction of any kind shall be allowed.

Common Areas shall not include Tract 994 of the Manufactured Home Park which shall be developed, owned and maintained by the Declarant and shall only be used by the residents of the Manufactured Home Park.

Section 7. "Lot" shall mean and refer to any lawfully subdivided lot in a recorded division of Kellogg Village and each of the 108 Manufactured Home lots/spaces in the Manufactured Home Park.

Section 8. "Declarant" shall mean and refer to Boyden, Robinett & Associates, L.P., a Washington Limited Partnership, its successors and assigns; provided that such successors and assigns acquire an ownership interest in the property, or any division thereof, as a whole before the same is sold to individual builders or owners.

Section 9. "Builder" shall mean and refer to a purchaser from the Declarant who is a general contractor.

Section 10. "Mortgage" shall mean and refer to mortgages and deeds of trust as defined in the statutes of the State of Washington.

Section 11. "Zero-Lot-Line Wall" means a wall, which lies upon or within twelve (12) inches of a side Lot line.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment

Every Owner shall have a right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a) The Right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations. Such suspension shall also apply to said Owner's family, guests, invitees, tenants and contract purchasers.
- b) The right of the Lot Owners to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is approved by a majority of the Members and signed by the Board of Directors.

- c) The non-exclusive right of all Members of the Association to use, enjoy and have the benefit of the Common Areas upon the same terms.

Section 2. Delegation of Use

Any owner in good standing may delegate his right of enjoyment to the Common Areas and facilities to the Members of his family, his tenants or contract purchaser.

Section 3. Maintenance Easements

A five-foot maintenance easement is hereby reserved in favor of all Owners of detached single-family dwellings having Zero-Lot-Line Walls, onto the adjoining Lot or Common Area for access to the Zero-Lot-Line Wall. Said easement shall be five feet wide, and its length shall coincide with the length of the structure on the adjoining Lot, plus five additional feet beyond each side of said structure. A two-foot easement is hereby reserved within said five-foot maintenance easement for roof overhangs, gutters, eaves and footings. The easement shall be for the benefit of the adjoining Lot and shall be used exclusively as follows:

- a) For the purpose of complying with the Uniform Building Code, 1997 Edition, in terms of achieving fire protection safety, no additional I structures shall be erected or placed thereon.
- b) The Owner of the adjoining Lot shall have no right to enter upon, use or occupy the easement area for any purpose except as follows:

Upon three (3) days advance notice, the Owner of the adjoining property may enter upon the easement for the sole purpose of performing maintenance and construction work on the abutting structure, provided that no notice is required for emergency repairs. Such work shall be done as expeditiously as possible and only during normal contractor's hours. Any damage done to landscaping or other improvements on the easement area shall be immediately repaired at the cost of the adjoining Owner.

ARTICLE III

ASSOCIATION'S DUTIES AND RESPONSIBILITIES

Section 1. Definition of Duties

The following are the minimum duties to be performed by the Association with respect to the Common Areas in Kellogg Village and the management of this planned residential community.

- a) Enforce compliance with the covenants, conditions and restrictions provided herein, and prevent and abate violations thereof.
- b) Levy and collect assessments against all Lots as provided in Article V.
- c) Pay utility charges for lights and facilities owned or operated by the Association or existing, for the use and benefit of the entire plat.

- d) Maintain, improve and control all Common Areas and facilities and pay real property taxes and assessments applicable thereto.
- e) Promote the recreation, health, safety and welfare of the owners and residents of Kellogg Village and adopt such rules and regulations as may be necessary to accomplish the same.
- f) Perform such additional duties as may, from time to time, be assumed by the Association by and through its Board of Directors.

Section 2. Declarant's Responsibilities

The Declarant shall assume and perform all obligations and responsibilities referred to above until such time as all Common Areas are improved and duties assigned to the Association. Further, the Declarant shall be liable for any financial deficit or shortage, which may arise in the conduct of Association business and the performance of Association duties and obligations until such time as control of the Association is transferred from the Declarant to the Lot Owners.

The Declarant and/or assigns shall be responsible for the lawn care maintenance of the Common Areas within the Manufactured Home Park until such time as the Declarant and/or assigns elects otherwise.

Section 3. Association's Responsibilities

The Association shall assume and perform all obligations and duties referred to in Article III, Section 1 above.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot, including Declarant, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. The Association shall have two classes of voting Membership.

Class A. Class A Members shall be all Owners, with the exception of, the Declarant, and shall be entitled to one (1) vote for each Lot owned, whether improved or not. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as the joint owners among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B Members shall be the Declarant and shall be entitled to two (2) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs first:

- a) When the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or
- b) Three (3) years after the first Lot is conveyed by the Declarant to an Owner.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Each Owner of any Lot, other than Declarant, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- 1) Annual assessments or charges; and
- 2) Special assessments for capital improvements

Such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessments is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments

The assessments levied by the Association shall be used exclusively to perform the duties and obligations of the Association referred to in Article III, Section 1.

Section 3. Maximum Annual Assessment

- a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$120.00 per Lot with the exception of Lots 1-108 of the Kellogg Village Manufactured Home Park which shall have a maximum annual assessment of \$50.00 per Lot provided the Manufactured Home Park portion remains under one ownership.
- b) There shall be no annual assessment levied against a Builder from sale by the Declarant. The assessment shall become due upon the sale by the Builder.
- c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above eight (8%) percent by a two-thirds vote of the Members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of the Members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Section 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast forty percent (40%) of all the votes of the Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments

The annual assessments provided for herein shall commence for each Lot on the date such Lot is sold to an Owner who is not a Builder. The annual assessments for the Manufactured Home Park Lots/spaces shall commence on January 1, 2001. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot. The Association may suspend the voting rights of a delinquent Owner and, further, may limit or restrict his right to use, enjoy and have the benefit of the Common Areas for such period as his delinquency continues. In order to attend and have voting rights at the annual meeting, an Owner must have paid all assessments pertaining to his Lot. In the event the Association incurs any expenses in the collection of an assessment, or the foreclosure of a lien therefore, the Owner shall be liable for the collection costs, including reasonable attorney's fees, the costs of title search, the costs of filing and releasing a lien and court costs.

Section 8. Subordination of the Lien to Mortgages

The lien of the assessments provided for herein shall be subordinate to the lien of any first Mortgage, or a security interest of the Declarant. Sale or transfer of any Lot shall not affect the

assessment lien. However, the transfer of any Lot pursuant to Mortgage foreclosure or trustee sale, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments, which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the tie thereof.

ARTICLE VI

BUILDING AND USE RESTRICTIONS FOR THE MANUFACTURED HOME PARK LOTS

Section 1. Manufactured Homes

Manufactured homes must be a minimum of 1,188 square feet, (such as 27 x 44 feet), and less than two (2) years old. All manufactured homes must have at least an attached or detached single car garage or carport. If storage shed is installed within carport, storage area must have a minimum of 80 square feet. If storage shed is installed outside the carport it must have a gabled roof to match the house.

Section 2. Rules and Regulations

The Rules and Regulations for the Manufactured Home Park shall govern the building and use restrictions and operation of the Manufactured Home Park.

ARTICLE VII

BUILDING AND USE RESTRICTIONS FOR THE RESIDENTIAL LOTS

Section 1. Residential Character of Property: Dogs and Pets.

No premises shall be used for other than residential purposes with no more than one, detached or attached single family dwelling per Lot for single occupancy only, except that this Covenant is not intended to prohibit the property holder herein from having household pets for their own purposes so long as a commercial animal activity is not engaged in and they do not become a nuisance. Adequate measures will be taken to insure that all animals are confined within the perimeter of the Lot and to meet Snohomish County ordinances. Pet owners will be required to retrieve and dispose of their animals' waste appropriately.

Section 2. Zero-Lot-Line Residence Dwelling Size. The ground floor area of a one-story dwelling shall not be less than 1,000 finished square feet. In the case of a two-story dwelling, the lower living level shall not be less than 700 finished square feet and the total area shall constitute a minimum of 1,300 finished square feet. For a tri-level dwelling, the total area shall constitute a minimum of 1,400 finished square feet. A split entry or split foyer type home shall have a main floor area of not less than 1,000 finished square feet. All of the above minimum floor areas are exclusive of open porches and garages. All dwellings must have at least an attached or detached two-car garage. Additional outbuildings will be allowed, so long as said outbuildings are in conformance with the architectural design of the residence, provided further that the design of all outbuildings visible from the street and/or greater than one hundred (100) square-feet must be approved by the Board of Directors. Fences shall not exceed a height of six feet except with the prior approval of the Board of Directors.

Section 3. Single Family Residence Dwelling Size

The ground floor area of a one-story dwelling shall not be less than 1,080 finished square feet. In the case of a two-story dwelling, the lower living level shall not be less than 750 finished square feet and the total area shall constitute a minimum of 1,400 finished square feet. For a tri-level dwelling, the total area shall constitute a minimum of 1,400 finished square feet. A split entry or split foyer type home shall have a main floor area of not less than 1,000 finished square feet. All of the above minimum floor areas are exclusive of open porches and garages. All dwellings must have at least an attached or detached two-car garage. Additional outbuildings will be allowed, so long as said outbuildings are in conformance with the architectural design of the residence, provided further that the design of all outbuildings visible from the street and/or greater than one hundred (100) square-feet must be approved by the Board of Directors. Fences shall not exceed a height of six feet except with the prior approval of the Board of Directors.

The Homeowner Association hereby reserves the right to authorize an Owner of any Lot that may be of unusual size or shape that makes it difficult to accommodate the minimum dwelling size restriction of 1,080 finished square feet to reduce the minimum dwelling size to 1,030 finished square feet. Owner must obtain prior written authorization from the Board prior to commencement of building upon said Lot.

Section 4. Business and Commercial Use

No visible or audible trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot, nor shall any goods, construction equipment, materials or supplies used in connection with any trade, service or business be placed outside on any Lot at any time, excepting the right of any Builder and the Declarant to construct residences on any Lot and to store construction equipment on said Lots in the normal course of construction. A day care center within a residence is permissible for up to three (3) children during the hours of 6:00 am to 6:00 pm, Monday through Friday.

Section 5. Offensive Activities

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done or placed upon any Lot which shall be deemed by the Board of Directors to depreciate the general value of the neighborhood and community.

Section 6. Vehicles in Disrepair

No Owner shall permit any vehicle, which is in a state of disrepair, to remain parked outside of an enclosed garage upon any Lot or upon the street for a period of in excess of forty-eight hours. A vehicle will be deemed in a state of disrepair when it has not been moved for a period of forty-eight hours and is not operable in its then present condition. All vehicle maintenance must be conducted off the sidewalks or streets, and any fluids, hazardous materials or contaminants that accumulate are the responsibility of the homeowner to clean up and remove.

Section 7. Parking

No boats, large trucks (over one ton), trailers, motor homes, motorcycles, truck campers and like equipment shall be parked upon the street or on any Lot on a regular or permanent basis unless

they are contained within an attached or detached garage. No vehicle shall be parked on or over any sidewalk at anytime.

Section 8. Rubbish and Trash

No Lot shall be used as a dumping ground for trash or rubbish of any kind. Garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view. Yard rakings and dirt resulting from landscaping work shall not be dumped into streets, open space area or on any other Lots. The homeowner shall remove yard debris that may be deposited on the sidewalks or streets due to maintenance, on the same day.

Section 9. Temporary Structures

No structure whether travel trailer, basement, tent, shack, garage or other outbuildings, shall be used on any Lot at any time as a residence either temporarily or permanently.

Section 10. Completion of Construction

The construction of any building on any Lot, including painting and all exterior finish, shall be completed within nine (9) months from the beginning of construction.

Section 11. Driveways

All driveways must be of asphalt or concrete material extended from the street curb to the garage. Driveways must provide sufficient area for two (2) parking spaces between street and garage. No materials will be stored in a driveway longer than a period of two (2) weeks.

Section 12. Damage Due to Construction Activities

The Lot Owner will be responsible for any and all damage to streets, curb, ditches, storm drainage or any other damage resulting from dwelling construction activities and also for providing clean up of the streets if necessary as a result of construction activities. In the event that the Owner does not make such repairs and clean up within thirty (30) days following the completion of construction activities or within fifteen (15) days following written notice by the Association. The Association reserves the right to proceed with said repairs and clean up and to collect 125% of the cost of doing so from the Owner together with reasonable attorney's fees and costs.

Section 13. Landscape, Fences and Hedges

All front yard landscaping must be completed within a six (6) month period of time from the date of issuance of occupancy permit. All fences shall not exceed 6 feet in height. Fences shall be well constructed and shall not detract from the appearance of the development. Front side fencing shall not exceed three (3) feet in height between home and street. No front street fencing shall be allowed. As defined in this section, "fencing" shall mean any barrier or wall including natural living organic vegetation. Front street fencing will be allowed for lot owners, provided that in no event shall fence height exceed 3 feet, and provided that it shall be of a complimentary design to enhance the neighborhood. All designs must be approved by the Board of Directors, giving substantial weight and consideration to the design for safety and field of vision. All fences must be constructed in such a fashion as to allow clear visibility for drivers exiting driveways. Split rail, picket and open, horizontal boards are examples of approved fencing. Chain link will not be allowed for either front street or front side fencing.

Section 14. Exterior Materials for Zero-Lot-Line Residences

Roofing materials must be cedar shingle, shake, tile or 25-year architectural composition. Building front and side facing the street siding materials shall be non-plywood type wood, (beveled or grooved), vinyl or masonry. The back of any house and the sides of houses not facing the street may be of plywood type siding. When repainting a home with the same colors as originally selected, no approval is needed by the Homeowners Association. Any owner planning to change the house color from the original color must submit a design to the Board of Directors, demonstrating the effect of the color by a design and containing paint samples of the colors. In general the Board of Directors will require that colors and tones must be complimentary to the surrounding community.

Section 15. Exterior Materials for Single Family Residences

Roofing materials must be cedar shingle, shake, tile or 25-year architectural composition. All building siding material shall be lap siding or equivalent. No T -11 siding shall be allowed. The front elevation must contain a minimum of 5%, brick or stone covering the exterior wall. When repainting a home the same colors as originally selected, no approval is needed by the Homeowners Assoc. Any owner planning to change the house color from the original color must submit a design to the Board of Directors, demonstrating the effect of the color by a design and containing paint samples of the colors. In general the Board of Directors will require that colors and tones must be complimentary to the surrounding community.

Section 16. Antennas and Service Facilities

No antennas or service facilities are allowed. Small satellite dishes are allowed, however, the Homeowners Association requires that a plan be submitted for approval before installation. The plan should include a sketch showing the proposed location, size and type of device, color, and the method used to conceal cables, wire, etc. Devices must not extend above the roofline, exceed 24" in diameter, and unless otherwise approved, must not be located on or above common property.

Section 17. Maintenance of Structures and Grounds

Each Owner shall maintain his Lot and residence thereon in a clear and attractive condition, in good repair and in such a fashion as not to create a fire hazard. Clear and attractive for this section is anticipated to include, but not be limited in general to:

- Weeds pulled.
- Lawn maintained at a reasonable height.
- Home exterior maintained in good repair.
- Fences maintained in good repair.
- Yard free of debris.

Section 18. Erosion Control During Construction

Builders shall comply with all Snohomish County Ordinance Title-24 erosion and sedimentation control requirements.

ARTICLE VIII

INTERPRETATION, ADMINISTRATION AND ENFORCEMENT OF THESE COVENANTS

Section 1. The Association, acting through its Board of Directors, shall be primarily responsible for enforcing these covenants and for preventing and abating violations thereof. The Homeowner and the Association shall be bound to resolve all legal matters by binding Arbitration. The Association may commence an action to enforce upon the giving of 20 days notice to the last known address of the homeowner, notifying the homeowner of the issues or covenant violations in dispute and that the issue will be submitted to binding arbitration. In the event that the homeowner and the Association cannot agree on the selection of an arbitrator within the said twenty day period, then arbitration shall be commenced in the offices of the Judicial Arbitration and Mediation Service (JAMS) in Seattle, Washington. The decision of the Arbitrator shall at all times be final and binding upon the parties, and may be certified to the Snohomish County Superior Court for enforcement. All costs of Arbitration or litigation, including reasonable attorney fees, shall be paid to the prevailing party. In the event of a judgment for attorney fees, the same shall be filed as a judgment lien against the homeowner's home.

Section 2. Any Owner may complain of an actual or threatened violation of these covenants to the Board of Directors and request that the Association prevent or abate the same. No Owner may sue to prevent or abate an actual or threatened violation of these covenants without having exhausted remedies available to him within the Association, and having allowed the Association at least thirty (30) days to take effective action.

Section 3. The Homeowners Association shall have no obligation to enforce or to seek the enforcement of these covenants. The Declarant shall have no liability for the enforcement or non-enforcement of these covenants, except to the extent that it is acting as an individual Lot Owner.

Section 4. Failure or delay by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5. All assessments unpaid more than 60 days may be recorded by the Homeowners Association as a lien against the homeowners' home, and foreclosed in the manner authorized by law.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Non-Protest Covenant

No person or entity holding fee simple title to any Lot shall protest the development or annexation of any property presently owned or hereinafter acquired by Declarant within a one (1)

mile radius of the subject property. This Non-Protest Covenant shall inure only to the benefit of the Declarant and its successors.

Section 2. Effective Date

The effective date of the covenants and conditions of this Declaration shall be the date on which the plat is recorded as a final plat in the records of the Snohomish County Auditor.

Section 3. Duration

The covenants and restrictions of this Declaration shall run with and bind the land for a term of ten (10) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 4. Amendments

This Declaration shall run with the land and may be amended by the sole signature of the Declarant until one hundred-seventy (170) Lots are sold within the property described in the attached Exhibit "A". Thereafter, this Declaration may be amended by an instrument signed by the Owners representing by not less than seventy-five percent (75%) of all Lots. However, Declarant must approve any amendment within three (3) years from the date of recording these Covenants and Restrictions and any amendment which affects the Manufactured Home Park. Any amendment must be recorded in the records of the Snohomish County Auditor. In no event shall any amendments require more onerous restrictions than those herein as to any existing structure unless the same be unanimously approved by all affected.

Section 5. Severability.

Invalidation of anyone 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.

IN WITNESS WHEREOF, the undersigned, being the Vice-President of the KELLOGG VILLAGE HOMEOWNERS ASSOCIATION, hereby represents and affirms that these amendments have been approved by the written approval of owners representing by not less than seventy-five percent (75%) of all Lots, whose signatures are attached hereto, and with such authority do hereby approve the Amended Declaration set forth herein as the Amended Declaration of Covenants of KELLOGG VILLAGE.

KELLOGG VILLAGE HOMEOWNERS ASSN.
a Not for profit Corporation

By: (original signature on file)
Michelle Taylor, Its Vice-President