

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

**OF**

**EAGLE RIDGE**

THIS DECLARATION, made this 28th day of September, 1983 by  
BRITISH SILBAK PREMIER MINES, LTD., a Canadian corporation,  
hereinafter referred to as "Declarant".

**WITNESSETH:**

WHEREAS, Declarant is the owner of (or has an equitable interest in) real property situated in Snohomish County, Washington, the legal description of which is attached hereto as Exhibit A and incorporated herein by this reference;

WHEREAS, Declarations of Covenants, Conditions and Restrictions affecting said property have been recorded under Snohomish County Auditor's File Nos. 8308290294 and 8309200205, and the same are amended, replaced and superseded, in whole, by this Declaration;

NOW, THEREFORE, Declarant hereby declares that all of the real property described in Exhibit A shall be held, sold and conveyed subject to the following easements, 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  
DEFINITIONS**

Section 1. "Association" shall mean and refer to EAGLE RIDGE HOMEOWNER'S 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 the Eagle Ridge Development, 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. "Eagle Ridge", "subject property", and "development" shall be used interchangeably and shall mean and refer to that certain real property described in Exhibit A, as the same has been subdivided into lots pursuant to a Large Tract Segregation recorded in the records of the Snohomish County Auditor under File #7907110210, as revised under Snohomish County Auditor's File Nos. 8010285010 and 8308255019, and subject to further revisions of the same.

Section 4. "Common Areas" shall mean real property easements listed below which are reserved to the Association for the common use and enjoyment of the owners; and "common facilities" shall mean personal property and improvements listed below which are owned by the Association for the common use and enjoyment of the owners:

a) 60-foot-wide (or more) right-of-way easement for all roads within the development, including street and drainage improvements therein. Provided, that the right-of-way easement for the access road to the Stillaguamish River shall be 40 feet wide.

b) An access easement 60 feet wide and 360 feet long which has been granted to the Declarant and assigned to the Association across private property located immediately north of the northwest entrance to the Eagle Ridge Development. Said access easement is aligned with 35th Avenue N.E.

c) The trail permit and access rights granted by Snohomish County to the Declarant and assigned to the Association for the development and use of 236th Street N.E. (Kackman Road) extending from the intersection of said road with 35th Avenue N.E. in a westerly directly 2,050 feet.

d) An easement on Lots 60 and 61 consisting of frontage along the Stillaguamish River reserved for recreational use and enjoyment by all members of the Association.

e) An easement on Lot 57 for the well site, and an easement on Lot 83 for a storage tank and filtration facility, together with access easements across said lots for purposes of operating, maintaining and repairing Association facilities.

f) An easement on Lots 1 and 89 for an area located in the middle of the right-of-way which is reserved for the placement of an entrance sign owned by the Association.

g) All personal property, equipment and facilities of the community water system, including

well equipment, pump, storage tank, filtration facility, water mains, fire hydrants, water meters and valves, and necessary appurtenances to the same.

h) Entrance sign owned by the Association.

Section 5. "Lot" shall mean and refer to any lawfully subdivided lot or tract in The Eagle Ridge Large Tract Segregation approved by Snohomish County, and any approved amendments thereto made by Declarant in the future.

Section 6. "Phases" shall refer to the following divisions of development within Eagle Ridge, although said divisions are not officially delineated on the Large Tract Segregation map on file with Snohomish County:

a) Phase I: Lots 1-12; 51-104; 118-119; 141-146.

b) Phase II: All remaining lots up through 140.

Section 7. "Declarant" shall mean and refer to BRITISH SILBAK PREMIER MINES, LTD., a Canadian corporation, its successors and assigns, provided that such successors and assigns acquire an ownership interest in Eagle Ridge, or either phase thereof, as a whole before the same is sold to individual developers or owners.

## ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of use and enjoyment in and to the common areas and facilities referred to in Article I, Section 4 above. Said easement shall be appurtenant and shall pass with the title to every lot, subject to the following provisions:

a) The right of the Association to suspend an owner's right to use recreational areas and facilities 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 Association to dedicate or transfer all or any part of said common areas or facilities to any public agency, authority, utility, or private company, for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer (except minor transactions in the ordinary course of business) shall be effective unless an instrument agreeing to such

dedication or transfer is signed by two-thirds of the members. Provided, that at such time as Snohomish County agrees to accept the right-of-way easements within the Eagle Ridge Development as public roads, all owners shall be required to dedicate property affected by said easements to the County without compensation.

c) The non-exclusive right of all other members of the Association to use, enjoy and have the benefit of said common areas and facilities upon the same terms.

Section 2. Delegation of Use. Any owner in good standing may delegate, in accordance with the By-Laws, his right of enjoyment to the common recreation areas and facilities to the members of his family, tenants, or contract purchasers who reside on the property. Guests and invitees may also use the common recreation areas and facilities, if they are accompanied by the owner, a member of his family, a tenant or contract purchaser.

### ARTICLE III COMMON OBLIGATIONS

Section 1. Definition of Common Obligations. The following obligations and duties with respect to common areas and common facilities and properties shall be defined as "common obligations" as that term is used herein:

a) Maintain all streets and drainage improvements located within the Eagle Ridge right-of-way.

b) Maintain all streets and drainage improvements located on off-site right-of-way referred to as the 35th Avenue N.E. easement and the Kackman Road trail permit. Comply with all terms and conditions, and assume all liabilities, referred to in said easement and trail permit.

c) Regulate the use of all streets referred to above.

d) Maintain and regulate the use of all recreational common areas and facilities.

e) Maintain, operate and regulate the use of the community water system, and all facilities and property associated therewith.

f) Maintain and operate other miscellaneous property, facilities and equipment owned by the Association.

g) Pay electricity bills for street lights situated in Eagle Ridge right-of-way.

h) Employ and supervise persons qualified to perform the above obligations, or contract for the performance thereof by independent contractors.

i) Acquire adequate hazard and liability insurance against all risks arising from the assumption and performance of the above obligations and duties, together with fidelity bond coverage for persons handling or being responsible for funds held or administered by the Association.

j) Perform such additional duties as may from time to time be assumed by the Declarants or the Association by and through its Board of Directors.

Section 2. Declarant's Responsibilities. The Declarant shall assume and perform all common obligations and duties until such time as all common areas are improved and easements for the same are granted to the Association, and recorded, and all common facilities are completed and bills of sale for the same are granted 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, as provided in Article IV below.

At Declarant's option, the Declarant's responsibilities referred to herein may be segregated as between Phase I and Phase II of Eagle Ridge, and said responsibilities may be transferred to the Association with respect to one phase independently of the other phase.

Section 3. Association's Responsibilities. The Association shall assume and perform all common obligations and duties with respect to improved common areas, the easements for which are granted by the Declarant to the Association, and with respect to completed common facilities, bills of sale for which are granted by the Declarant to the Association.

#### 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 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. The Class B member shall be the Declarant and shall be entitled to three 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) Five years after the first lot is conveyed by the Declarant to an owner.

Provided, that at Declarant's option, no votes may be assigned to lots in Phase II if development of said phase, as a whole, is deferred or abandoned.

## ARTICLE V ANNUAL DUES

Section 1. Obligation to Pay Annual Dues. Each owner of any lot, other than Declarant, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association annual dues to be established and collected as hereinafter provided. The Association shall use annual dues to maintain, improve and operate common areas and facilities, and to conduct Association business.

### Section 2. Maximum Annual Dues.

a) Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual dues shall be \$75.00 per lot.

b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual dues may be increased each year not more than 8% above the maximum dues for the previous year without a vote of the membership.

c) From and after January 1 of the year immediately following the conveyance of the first lot

to an owner, the maximum annual dues may be increased above 8% by a vote of a majority of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

d) The Board of Directors may fix the annual dues at an amount not in excess of the maximum.

Section 3. Uniform Rates. Annual dues shall be fixed at a uniform rate for all lots.

Section 4. Date of Commencement of Annual Dues; Due Dates. The annual dues provided for herein shall commence for each lot on the date such lot is sold to an owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual dues for each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual dues shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues on a specified lot have been paid. A properly executed certificate of the Association as to the status of dues on a lot is binding upon the Association as of the date of its issuance.

Section 5. Proration. When an owner purchases a lot after January 1st of any year, his liability for the annual dues for the year of purchase shall be prorated in accordance with the number of days remaining in that year on the date of purchase. Such prorated dues shall be due and payable on the date of closing.

Section 6. Collection. Annual dues shall become delinquent if not paid within 30 days of the date on which notice of the same is mailed by the Treasurer of the Association to the members. Delinquent dues, together with interest, costs and reasonable attorney's fees shall be a charge against and a lien upon the lot to which they apply, and shall further constitute a personal obligation of the person who is the owner of such lot at the time when the dues fell due. The personal obligation for delinquent dues shall not pass to the owner's successors in title unless expressly assumed by them. Enforcement and collection procedures shall be as provided in Article VIII below.

## ARTICLE VI SPECIAL ASSESSMENTS

Section 1. Obligation to Pay Special Assessments. The Association may levy special assessments for the purpose of deferring, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement

to common areas or facilities. Special assessments may be levied for no more than one year at a time.

Section 2. Vote of the Membership. Special assessments may only be levied by a vote of two-thirds of the members who are voting in person or by proxy at an annual meeting or a special meeting duly called for said purpose.

Section 3. Uniform Rates. Special assessments shall be fixed at a uniform rate for all lots.

Section 4. Collection. Special assessments shall become delinquent if not paid within 30 days of the date on which notice of the same is mailed by the Treasurer of the Association to the members. Delinquent assessments, together with interest, costs and reasonable attorney's fees shall be a charge against and a lien upon the lot to which they apply, and shall further constitute a personal obligation of the person who is the owner of such lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the owners successors in title unless expressly assumed by them. Enforcement and collection procedures shall be as provided in Article VIII below.

## ARTICLE VII WATER CHARGE

Section 1. Obligation to Pay Water Charges. Each water connection to the Association water system shall be assessed a water charge based upon a flat fee and/or upon the quantity of water passing through a water meter at such connection. A water charge may be separately established for assessment against lots which either use no water or are not connected to the water system, on the basis that the Association is incurring expenses to provide and maintain availability of water to such lots. The owner of each lot shall be responsible for payment of all water charges; if the owner does not occupy the lot, he may request that the bills be sent directly to the occupant; however, the Association shall not be required to take any collection action against the occupant on behalf of the owner.

Section 2. Setting Water Rates. The Board of Directors shall annually set a preliminary water rate for the following year, taking into account the estimated cost of maintenance, operation, repair and administration of the water system, and depositing money into a reserve account for future capital expenditures. Said preliminary rates shall be stated in the written notice sent to all members announcing the annual Association meeting, or a special meeting called for said purpose. It shall be subject to approval or modification by a vote of a majority of all members who are voting in person or by proxy at the meeting. If no action is taken on the question of water rates, the rate in existence from the previous year shall continue.



Section 3. Payment Schedule. Payments of water charges shall be made to the Association on a schedule established by the Board of Directors. Unpaid balances shall become delinquent thirty (30) days after being due and payable. All payments shall be made to the Treasurer of the Association.

Section 4. Delinquent Accounts. Delinquent accounts, together with interest, costs and reasonable attorney's fees, shall constitute a lien against the lot to which they apply and shall further constitute a personal obligation of the owner of said lot at the time the delinquency accrued. The personal obligation for delinquent water charges shall not pass to an owner's successors in title unless expressly assumed by them. Collection of delinquent accounts shall follow the procedures specified in Article VIII below.

#### ARTICLE VIII COLLECTION OF DELINQUENT ACCOUNTS

Section 1. Lien. All delinquent dues, special assessments and water charges, together with interest, costs and reasonable attorney's fees, shall constitute liens against the affected lots, and the Association may file a Notice of Claim of Lien in the office of the Snohomish County Auditor within ninety (90) days of the accrual of the same. Said lien shall encumber said lot until released by the Association or until judicially foreclosed.

Section 2. Subordination of the Lien to Mortgages. The lien of dues, special assessments and water charges 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 lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any dues, assessments or charges thereafter becoming due or from the lien thereof.

Section 3. Personal Obligation. In addition to constituting a lien, delinquent dues, special assessments and water charges shall constitute a personal obligation of all persons holding an ownership interest in the affected lot at the time such delinquency accrues. No owner may waive or otherwise escape liability for such delinquencies by sale or abandonment of his lot or by non-use of the common areas or facilities. If the Association commences collection litigation against an owner, the prevailing party shall be entitled to judgment for costs and reasonable attorney's fees incurred in such litigation.

Section 4. Interest. The delinquent balance of all dues, special assessments and water charges shall accrue interest at the rate of one percent per month.

Section 5. Membership Sanctions. A member shall have no voting rights on Association business at any time that annual dues, special assessments or water charges are delinquent for his lot. Further, the Association may suspend, limit or restrict a member's right to use, enjoy and have the benefit of the common recreation areas and facilities for such period as his delinquency continues.

Section 6. Discontinuance of Water Service. Delinquent dues, special assessments or water charges shall be cause for discontinuance of water service at all connections for an affected lot. The Association shall use its best efforts to comply with the following disconnection procedures:

a) The Association shall make a good faith, bona fide effort to reach the lot owner in person, or by telephone, to advise the owner of the pending disconnection and the reasons therefor. Where telephone contact is elected, at least two attempts to reach an owner by telephone shall be made. Telephone or personal contact shall not be a substitute for written notice of disconnection as specified below.

b) The Association shall provide written notice of disconnection to be served on the owner either by mail or, at its option, by personal delivery of the notice to the owner's address. If a mailed notice is elected, water service shall not be disconnected prior to the eighth business day following mailing of the notice. If personal delivery is elected, disconnection shall not be prior to 5:00 p.m. of the first business day following delivery. Delivered notice shall be deemed effective if handed to a person of apparent competence in residence. If no person is available to receive notice, notice shall be deemed served if attached to the primary door of the residence. If service is not disconnected within ten (10) working days of the first day on which disconnection may be effected, unless other mutually acceptable arrangements had been made, that disconnection notice shall become void and a new notice shall be required before the service can be discontinued.

c) All notices of delinquency or pending disconnection shall advise the owner of his right to contact the Treasurer to resolve any disputed account. The Treasurer is authorized to correct and adjust erroneous or unjust accounts.

d) When an Association officer or agent is dispatched to disconnect service, that person shall be authorized to accept payment of a delinquent account at the service address, if tendered in cash. The owner shall be assessed a fee for the disconnection visit in an amount established by the Board. Said fee shall be immediately due and payable.

e) Water service may not be disconnected while a member is pursuing any remedy or appeal, provided any amounts not in dispute are paid when due.

f) Water service shall be restored when the causes of discontinuance have been removed. Upon restoration of service, the owner shall pay a reconnection charge in an amount established by the Board.

Section 7. Responsibility for Account. The owner of a lot shall be responsible for all accounts accruing with respect to said lot, and the Association shall have no obligation to pursue collection against tenants, lessees, guests or successors.

#### ARTICLE IX WATER SYSTEM RULES, RESTRICTIONS AND REGULATIONS

Section 1. Requirements for Water Connection. No connection to the Association's water system shall be permitted without full compliance, to the satisfaction of the Board of Directors, with the following requirements:

a) The applicant shall be a member of the Association in good standing and shall submit proof that he is the owner of the affected lot.

b) The applicant shall have constructed and installed, at his sole cost and expense, a lateral connection from the Association's water main to the applicant's residence. The applicant shall purchase and install in Association right-of-way, a water meter, meter box, shutoff valve, pressure-reducing valve, and bristol valve (one-way), meeting Association standards, and shall deed the same to the Association without cost. The quality of construction and installation is subject to approval by the Association, or its designee, and shall meet all standards of the Washington State Department of Social and Health Services.

c) The applicant shall pay the Association a hookup charge in the amount of \$450.00. The Association, upon vote of two-thirds of the members who are voting in person or by proxy at an annual

meeting, or at a special meeting duly called for this purpose, may amend said hookup charge, and the amended charge will be assessed on a uniform basis against all lots thereafter connecting to the water system. Payment of the hookup charge, in full, shall be a prerequisite to obtaining an approved water connection.

Section 2. Single Water Connection Per Lot. Each lot shall be entitled to only one water connection.

Section 3. Domestic Uses. Water shall be used exclusively for those purposes permitted in rural and residential zones of the Snohomish County Zoning Code, provided that the same are consistent with the Building and Use Restrictions of this Declaration.

Section 4. Quantity Limitations. Each connection shall be entitled to the quantity of water normally associated with residential uses. The Board of Directors shall be authorized to impose uniform use restrictions if the same are necessitated by system inadequacies or failures, source limitations or governmental regulations. The Board of Directors may impose a use restriction on a specific member upon a finding of excessive use or abuse of the water system to the detriment of other members.

Section 5. Causes of Discontinuance of Service. The Association may discontinue water to any lot, pursuant to the procedure specified in Article VIII, Section 6 above, for the following causes:

a) For delinquent dues, special assessments, or water charges as specified in Article VIII, Section 6 above.

b) For use of water for purposes or properties other than those specified herein.

c) For willful waste of water through improper or imperfect piping, equipment or otherwise

d) When an owner's piping or equipment does not meet the Association's standards, or fails to comply with other applicable codes and regulations.

e) For tampering with the Association's utility property.

f) In case of vacation of the premises by the owner and all authorized occupants.

g) For use of equipment on a lot which adversely affects the Association's service to its other customers.

h) For fraudulent obtaining of use of service. Whenever the same is detected, the Association may discontinue service without notice.

Section 6. Maintenance Responsibility. The owner of each lot shall maintain ownership of and be responsible for the maintenance of all pipes, plumbing, meters, valves and fixtures which are on his lot.

Section 7. Disclaimer. The Association expressly disclaims any warranty relating to the quantity, pressure or continuous availability of water supplied by the system referred to herein. Neither the Association, its officers, directors, members, agents nor employees shall be liable for any personal injury, loss of life or damage to property which may result from failures or inadequacy of the water system.

Section 8. Restrictive Covenant on Well Site Property. For the purpose of keeping the water collected by the Association's well free from impurities which might be injurious to public health, the following restrictive covenant is hereby imposed upon the well site, for a distance of a 100-foot radius around the well, affecting Lots 57 and 58, for so long as said well, as it is now situated or hereafter relocated, is operated to furnish water for human consumption: Neither the Association, nor its successors or assigns, will construct, maintain or suffer to be constructed or maintained thereon any cesspool, sewer, privy, septic tank drainfield, manure pile, garbage of any kind or description, barn, chicken house, rabbit hutch or other enclosure or structure for the keeping or maintenance of fowls or animals, or the storage of liquid or dry chemicals, herbicides or insecticides. These covenants shall run with the above-described property and shall be binding upon all parties having or acquiring any right, title or interest to said properties, or any part thereof, and shall inure to the benefit of the Association and all parties connected to the water system.

## ARTICLE X ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. There is hereby created an Architectural Control Committee which shall initially consist of the Board of Directors of the Association. The Board may delegate said duties to a separate committee composed of three or more members appointed by the Board. The members shall serve at the pleasure of the Board. The committee shall elect a chairman from among its members. No members of the committee shall be entitled to any compensation for services performed in said capacity, except they may be reimbursed by the Association for actual costs and expenses incurred in the course of their duties.

Section 2. Powers and Duties of Architectural Control Committee. No building or other structure shall be erected, maintained or occupied upon any lot, nor shall any exterior addition to or significant change or alteration in the exterior appearance thereof be made until the plans and specifications showing the nature, kind, shape, size, height, materials, general appearance and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee. The committee shall apply the following criteria:

a) All structures should be harmonious with the quality and character of residential development at Eagle Ridge. Lot layouts and external designs for structures should be harmonious with the topography and with the surrounding neighborhood development.

b) To the extent possible, all structures should be designed and located so as to avoid obstructing, impairing or unnecessarily depreciating scenic vistas enjoyed by other lots.

c) Lot development and layout should preserve, to the extent possible, natural amenities, including topography and vegetation.

d) All development shall conform to building and use restrictions contained in Article XI hereof.

e) All construction shall conform to applicable building codes of the State of Washington and Snohomish County.

Section 3. Review and Approval by Architectural Control Committee. All applications to the Architectural Control Committee for approval shall be in writing and shall be supplemented by such supporting data as the committee may require. The committee's approval or disapproval shall be in writing. In the event the committee fails to approve or disapprove within fifteen (15) days after receipt of an application (together with any required supplemental materials), approval will not be required and this covenant shall be deemed to have been fully complied with, unless prior to completion of construction the owners fail to comply with the plans submitted to the committee.

Section 4. Records. The Architectural Control Committee shall retain one complete set of approved plans and all other records of action it takes, and the same shall become part of a permanent file.

Section 5. Variances. The Architectural Control Committee shall have authority in any individual case to grant a variance from any of the Building and Use Restrictions contained in

Article XI hereof. Variances shall only be granted in cases of unique hardships where there will be no material detriment to surrounding properties nor inconsistency with the intent and purpose of these restrictive covenants, and in cases where alternative designs or use of materials are shown to be at least as desirable as those otherwise required.

Section 6. Liability of Architectural Control Committee. neither the Architectural Control Committee nor any members thereof shall incur personal liability for acts or omissions of said committee in the performance of its duties hereunder.

## ARTICLE XI BUILDING AND USE RESTRICTIONS

Section 1. Permanent Structures. The only permanent structures which shall be erected, placed or permitted to remain on any lot shall be the following:

a) One detached single-family dwelling per lot, designed and used for single-family occupancy only. All single-family dwellings shall have at least 900 square feet of finished living area on the main level and 1,200 square feet total finished living area, excluding the basement, and shall have an attached or detached garage or carport.

b) One private garage or carport per lot designed and used for not more than three standard-sized vehicles.

c) One barn or other similar outbuilding per lot designed and used for animal shelter or agricultural purposes, provided that the same shall be maintained in a manner which will not be a detriment or nuisance to the surrounding properties.

d) Minor outbuildings which are well constructed and normal accessories to residential uses.

e) Fencing and/or walls.

All structures shall be situated on a permanent foundation and shall be set back at least 60 feet from the road right-of-way.

Section 2. Mobile Homes. Mobile homes shall be prohibited.

Section 3. Temporary Occupancies Prohibited. No mobile home, trailer, recreational vehicle or outbuilding shall be erected or placed on any lot for temporary residential use; except that with approval of the Board of Directors, such temporary occupancies may be allowed for up to six months during the time that a permanent dwelling unit is being constructed on

the lot. A sign shall be attached to the unit identifying it as a construction trailer".

Section 4. Completion of Construction. Construction work on buildings and structures shall be prosecuted diligently and continuously until the same are fully completed and painted. All structures shall be completed as to external appearance, including finish painting, within nine months from the date construction commences.

Section 5. Resubdivision Prohibited. No lot or tract shall be resubdivided for purposes of sale, lease or transfer of ownership. Boundary lines shall not be adjusted in any manner which would reduce the lot area by more than ten (10) percent.

Section 6. Parking Restricted on Right-of-Way. No vehicles, including recreational vehicles, boats or trailers shall be parked or stored on any Association right-of-way for in excess of 48 hours.

Section 7. Junk Vehicles. No owner shall permit any vehicle possessed by him or a member of his family, which is inoperable' or in a state of extreme disrepair,. to remain parked or to be abandoned on a lot or upon any right-of-way or common areas for a period in excess of 48 hours.

Section 8. Nuisances. No noxious, illegal or offensive trade or activity shall be carried on upon any lot, right-of-way or common area, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No common property or facilities shall be illegally damaged, vandalized or tampered with.

Section 9. Garbage and Waste Materials. No lot shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in approved sanitary containers for proper disposal. Yard rakings such as rocks, dirt, grass clippings and similar materials shall not be dumped in rights-of-way or common areas. The removal and disposal of all such material shall be the sole responsibility of the individual lot owner.

Section 10. Animals and Pets. Animals, livestock, poultry and pets may be kept in compliance with existing laws and regulations of Snohomish County, provided that they shall not be kept, bred or maintained for any commercial purpose, and they shall not be kept in numbers or under conditions reasonably objectionable to the neighborhood.

Section 11. Signs. No signs shall be erected or maintained on any residential lot, except for address/identification signs. Provided, that "For Sale" or "For Rent" signs shall be allowed if they do not exceed eighteen inches by twenty-four inches in size.



Section 12. Grading and Storm Drainage. Regrading of any part of a lot shall be limited to the minimum necessary for appropriate development. Grades at property lines shall blend with the grades of adjacent sites. Grading shall not permit surface water to flow in such a way as to be a detriment to adjacent property.

Section 13. Road Restrictions. All roads of the Association shall be used and maintained exclusively for ingress, egress and utilities. No person shall obstruct or impede such uses, nor render the same hazardous or dangerous in any manner. The Board of Directors may establish and enforce speed limits and other traffic controls and regulations.

Section 14. Exterior Maintenance. Each owner or occupant shall be responsible for maintaining the exterior of all structures, fences and landscaping in good repair and attractive condition. Colors and materials used for repainting, resurfacing and repairing shall be consistent with the quality, design and concepts established by the Architectural Control Committee. In the event any owner fails to maintain the premises and improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said lot and to repair, maintain and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance and repair shall be added to said lot's next regular annual or special assessment.

No person shall obstruct drainage in roadside ditches or deposit any substances or materials therein. No person shall construct fences or other structures on Association right-of-way. Lot owners shall be responsible for controlling the growth of vegetation so that it does not encroach upon right-of-way or unreasonably obstruct visibility for motorists or pedestrians.

## ARTICLE XII 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. In performing this function, it may avail itself of such injunctive and other legal remedies as may be available to it under Washington law. The Association may charge the cost of preventing or abating a violation of these covenants to the offending owner and add the amount thereof to his next regular annual or special assessment. Such costs may include a reasonable attorney's fee.

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 the remedies available to him within the Association, and having allowed the Association at least 30 days to take effective action.

Section 3. The Declarant 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 any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XIII  
SPECIAL GRANTS AND RESERVATIONS RELATING TO  
ACCESS AND UTILITY EASEMENTS

Section 1. Declarant reserves the right to grant to the present and future owners of the following described real property, to-wit:

Government Lot 5 and that portion of the SW1/4 of the NW1/4 of Section 9, Township 31 North, Range 5 EWM, lying N of the Stillaguamish River as it existed on January 11, 1972; all situated in the County of Snohomish, State of Washington,

an easement for ingress, egress and utilities over, under, along and across the easement areas established for roads herein, to fulfill the commitment established in document recorded under auditor's File No. 2400724, and in conformity with the conditions thereof, and to establish an easement connecting said roads to the E'ly boundary of the real property described in said document. Said connecting easement to be located thirty (30) feet N of and thirty (30) feet S of and parallel to the NW'ly line of Lot 65 of Volume 8 of Surveys, pages 23-27, Auditor's File No. 8308255019, running from the W'ly line of Easement Tract E-14 to the W'ly line of lot 65.

Section 2. Maintenance of the easements established, created and conveyed herein, and other easements as created by the present Declarant herein, shall be the responsibility of and the costs thereof shall be borne by the Eagle Ridge Homeowners' Association, a non-profit corporation, in accordance with the Declaration of covenants, Conditions and Restrictions covering said area. If for any reason the maintenance costs of the easements granted and conveyed herein are not paid by said

Association, the maintenance costs and taxes shall be borne equally by the present and future owners of the tracts, or other portions of the lands herein described, or their heirs and assigns of said present and future owners.

Section 3. At such time as private roads (easements described herein) would become acceptable to the County of Snohomish to become county roads and maintained by the County, all owners at that time will deed their share of ownership of property covered by road easements on which private roads (easements described herein) are established to the County of Snohomish, State of Washington.

Section 4. Declarant for itself and for its successors and assigns does, for and in consideration of the mutual benefits to be derived therefrom, does hereby grant and convey to Public Utility District No. 1 of Snohomish County, General Telephone Company of the Northwest, Inc., and any public or private water or utility district, their heirs, successors and assigns, any public or private sewer company or district, their heirs, successors or assigns, any public or private gas company or district, their heirs, successors or assigns, and any public or private television cable company or district, their heirs, successors and assigns, an easement over, under, along and across the easement areas hereinbefore described for purposes of furnishing electric power and telephone communications, and water, sewer and television cable, to the "principal tract", or any portion thereof, either on poles, underground cable or cables and pipelines. Granting the right to said public utility district and telephone company, and private or public water or utility district, gas company, sewer company or district, and television company or district, their successors or assigns, the rights of ingress and egress over, under, along and across said hereinbefore described easement areas for purposes of repair, maintenance, replacement, and upkeep of said electrical, telephone, television, water and sewer lines, and further granting unto said parties the right to cut trees, brush, undergrowth and foliage, beyond the easement areas which, in the absolute discretion of said companies, might menace, endanger or cause damage to said lines. And also to extend and establish anchors for poles beyond said easement area unto adjacent property, together with rights of ingress and egress for purposes of repair, maintenance and replacement of said anchors.

Section 5. Declarant also grants and conveys to Public Utility District No. 1 of Snohomish County, General Telephone Company of the Northwest, Inc., and any public or private water or utility district, gas company or district, sewer company or district, and television cable company or district, their heirs, successors and assigns, an easement on the exterior 7 feet area adjacent to the extremities of any ingress, egress and utility easement as established over the herein described Parcels "A" and "B", in which to install, lay, construct, renew, operate and maintain underground conduits, cable, wire and pipeline with necessary facilities and other equipment for the purpose of

servicing and serving the herein described Parcels "A" and "B"; together with the rights of ingress and egress over said 7-foot strips and the other easements for ingress, egress and utilities established in this instrument for purposes of repair, maintenance and upkeep of the facilities located within said 7-foot strip. There is also granted said private and/or public corporations the right to cut trees, brush, undergrowth and foliage beyond the easement area which, in the absolute discretion of said companies, might constitute a menace, or endanger or cause damage to said lines.

Section 6. It is further covenanted and agreed by the Declarant, for itself and its successors hereto, and by this Declaration, the Declarant does hereby bind itself, its heirs, successors and assigns, to the following:

a) That for the purposes of protection of the easement area, the undersigned agrees to the right of the builder of said easement area, or its duly-appointed successors, Eagle Ridge Homeowners' Association, or its successors or assigns, to make necessary cuts for slopes or fills beyond the easement area herein described onto adjacent property in the reasonable grading of roads constructed over said easement area, and to the further right to make necessary provisions for drainage to protect said easement area.

b) That said easement areas being appurtenant to and for the benefit of all or portions of herein described Parcels "A" and "B", shall be considered to pass with the subsequent conveyance of any portion of the herein described "principal tract", whether mentioned or not mentioned in the instrument of conveyance of any portion of herein described Parcels "A" and "B".

These easements and conditions, as specified herein, are considered to be and are hereby declared to be covenants running with the land.

#### ARTICLE XIV GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of ten (10) years from the effective date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 2. Amendments. This Declaration may be amended with respect to any phase which is wholly owned by the Declarant by the unilateral act of the Declarant; such an amendment shall not affect the remaining phase.

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

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington, residing at  
\_\_\_\_\_