

Section 7

Preliminary Covenants, Conditions and Restrictions

After Recording Return to:
Groundhog Land Development Company, LLC
2502 161st Ave SE
Bellevue, WA 98008

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE PLAT OF GROUNDHOG

THIS DECLARATION, made on the date hereinafter set forth by Groundhog Land Development Company, LLC, a Washington Limited Liability Company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant has an ownership interest in certain properties in the County of Snohomish, State of Washington, which is more particularly described as fully set forth as Exhibit "A" hereto which is incorporated in full by reference as the Groundhog Plat a Planned Residential Community which shall include City of Marysville final approved plat number.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold & conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which supersede any prior Covenants, Conditions and Restrictions, or the like, otherwise applicable to the Properties, 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" or "Homeowner's Association" means the Groundhog Plat Homeowner's Association.

Section 2. "Owner" means the record owner, whether one or more persons or entities of the Declarant, of a fee simple title to any Lot, or a contract purchaser's interest in a Lot (excluding those having a contract seller's interest), but excluding those having such interest merely as security for the performance of an obligation,

Section 3. "Properties" means the real property described in Exhibit A, and any additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Maintenance Area" means Tracts 999, 998 and 997, as well as private utility, water, storm and sewer access easements of the Groundhog Plat together with any landscaping area within the public right-of-way in the Plat which the Association is responsible for maintaining, or voluntarily assumes such responsibility (if any).

Section 5. "Lot" means a plot of land designated as a lot within the Plat, excluding open space and roads and any other area designated as a "Tract."

Section 6. "Declarant" means Groundhog Land Development Company LLC, its successors and assigns.

Section 7. "Board" or "Board of Directors" may be used interchangeably and shall mean the duly appointed or elected Board of Directors of Groundhog Plat Homeowner's Association as provided in the Articles of Incorporation and Bylaws of said Association.

Section 8. "Architectural Control Committee" means the duly appointed or elected committee of The Board of Directors as outlined in Article VI of this Declaration hereinafter referred to as the "Committee".

Section 9. "Groundhog Plat" means the property of consisting of Lots 1 through 25 of the Plat No. TBD, City of Marysville. Exhibit B.

Section 10. "Plats" mean the recorded subdivision survey drawings and accompanying notes, dedications and other materials for the Groundhog Plat; "Plat" refers to one of them applicable in the context.

ARTICLE II PROPERTY RIGHTS

Section 1. **Alteration of Common Maintenance Area.** Nothing shall be altered or constructed in or removed from any Common Maintenance Area except upon the prior written consent of the Architectural Control Committee and Board.

Section 2. **Dumping in Common Maintenance Area.** No trash, plant or grass clippings, or other debris of any kind shall be dumped, deposited or placed in the Common Maintenance Area.

Section 3. **Construction Activity.** No structure shall be erected or placed on any Lot or receive exterior alteration until the construction plans and specifications have been approved by The Architectural Control Committee according to the provisions outlined in Article VI. Any dwelling or structure erected or placed on a Lot shall be completed as to external appearance, including finishing staining, within twelve (12) months after the date of commencement of construction. Variances may be granted by the Architectural Control Committee.

Section 4. Building Setbacks. No structure shall be located on any Lot nearer to the front, side and rear lot lines than the minimum dwelling setback required by the applicable municipal code or regulations. No portion of a dwelling shall be permitted to encroach upon another Lot; or upon easement areas delineated on the Plat or as otherwise recorded.

Section 5. Building Materials. All homes constructed on each lot shall be built of new materials, with the exception of decor items such as used brick, weathered planking, and similar items. The determination of the Architectural Control Committee is to be rendered as to whether a used material is a decor item or not. All roofs are to be approved by the Architectural Control Committee. All visible masonry shall be stone, brick or stucco.

Section 6. Landscaping and Fencing. No permanent structures or landscaping of any kind, including fences, walls or shrubs, may be built or placed within any of the road rights-of-ways and easements as delineated on the Plat, except as deemed appropriate by the Architectural Control Committee and except as noted below, provided wood fencing may be erected on or within the property of the Owner subject to same being temporarily moved, as is necessary to obtain access to the easement area as Set forth on the Plat. No fence shall extend further forward on the Lot than the front of the house upon the property.

Front yard landscaping shall be completed and in place, as per plans approved by the Architectural Control Committee within three (3) months of completion of building construction. The Board may grant an additional three (3) month extension for good cause shown.

Fences, walls or shrubs are permitted to delineate the lot lines of each Lot, subject to the Architectural Control Committee approval, subject further to said fences, walls or shrubs possible necessity of removal due to use of utility easements as contained on the face of the Plat and other easements elsewhere recorded.

No barbed wire, chain link or corrugated fiberglass fences shall be erected on any Lot. All fences, open and solid, are to meet the standards set by the Architectural Control Committee and must be approved by the Committee prior to construction. The standard fence design can be installed on a Lot without approval of the Committee.

Section 7. Temporary Residence. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding, shall be used on any Lot at any time as a residence unless approved by the City as a legal ADU (Accessory Dwelling Unit), either temporarily or permanently.

Section 8. Contractor. No home may be constructed on any Lot by other than a contractor licensed as a general contractor under the statutes of the State of Washington without prior approval of the Architectural Control Committee.

Section 9. Wiring. The wiring to accessory buildings of any type shall be underground.

Section 10. Antenna. No radio or television antenna, Or transmitters shall exceed five (5) feet above the roof ridge line of dwelling, and no separate towers therefore shall be permitted. Parabolic reflectors (satellite dish antenna) larger than 24" shall not be permitted unless approved by the Architectural Control Committee. Dishes shall be located whenever possible, away from view from the street.

Section 11. Signs. No sign, billboard or other advertising structure or device shall be displayed to the public view on any Lot except that one sign not to exceed six (6) square feet in area may be placed on a lot to offer the property for sale or rent, and signs used by a builder to advertise the property during the construction and sales period will be permitted. Political yard signs, not more than two (2) square feet and of a temporary nature, will be allowed during campaign periods. The Committee may cause any sign placed on the Properties in violation of this provision to be removed and destroyed.

Section 12. Animals. No animals, except dogs, cats, caged birds, fish in tanks and other small household pets will be permitted on any Lot without the pre-approval of Homeowner's Association. At no time will dogs be permitted on road right-of-ways or other parts of the Properties unattended. Efforts must be made by the person accompanying a dog to exercise "scooping" of waste. No animal or pet shall be allowed to become a nuisance to other property Owners. The keeping of animals and/or pets shall be in compliance with such rules and regulations as may be promulgated by the Homeowner's Association.

Section 13. Nuisances. No Lot shall be used in whole or part of storage of anything which will cause a Lot to appear in an unclean, disorderly or untidy condition. Boats, trailers, recreation vehicles, and disabled vehicles of any kind whatsoever shall not be stored upon the property unless within a built-in garage or screened from view from the road by a fence in conformity with the Covenants, Conditions and approved in advanced by the Architectural. Review Committee. No noxious activity or thing shall be permitted on any Lot which may become a nuisance or unreasonably interfere with the use and enjoyment of any part of the Properties.

Section 14. Delegation of Use and Bylaws Responsibilities. Any Owner may delegate, in accordance with the Bylaws of the Homeowner's Association, his right of enjoyment of the common area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property. In the event that an Owner rents or leases his property, a copy of this Declaration as well as any rules and regulations that may, in time, be adopted by the Association, shall be made available by said Owner to the prospective renter at the time of commitment to the rental agreement and any such agreement shall require such tenant or contract purchaser to agree to be bound by the terms hereof. Each Owner shall also be responsible for relaying to any guests and service personnel the contents of this Declaration, as well: as any rules and regulations that may be adopted by the Association, as they may relate to appropriate community behavior.

Section 15. Land Use. No Lot shall be used for anything other than residential purposes except that home occupation may be allowed as permitted by the Homeowner's Association and

applicable ordinances, codes, laws or regulations. No dwelling shall be erected, altered, place or permitted to remain on any Lot other than one detached single family dwelling not to exceed three stories in height, inclusive of basement, and a private enclosed car shelter for not less than two cars. No single structure shall be altered to provide residence for more than one family. No residence shall have less than two-thousand (2,000) feet of finished living space, exclusive of garages or outbuildings.

Section 16. Covenants Running with Land. These covenants are to run with the land and are binding on all parties and all persons claiming under them for thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods often (10) years unless an instrument signed by a majority of the then Owners has been recorded, agreeing to change said covenants in whole or in part.

ARTICLE III

MAINTENANCE OF EXTERIOR AND GROUNDS

Section 1. Exterior Maintenance by Owner. Each Lot shall be maintained by its Owner in a neat, clean and sightly condition at all times and shall be kept free of accumulation of litter, junk, containers, equipment, building materials, and other debris. Landscaping shall be kept in a neat and sightly condition, including mowing, trimming, pruning and other standard practices. All refuse shall be kept in sanitary containers concealed from view of any other Lot, and the containers shall regularly be emptied with the contents disposed of off the Properties. No grass cutting, leaves, limbs, branches, and other debris from vegetation shall be dumped or allowed to accumulate on any part of the Properties, except that a regularly tended compost device shall not be prohibited. No storage of goods, vehicles, boats, trailers, trucks, camper, recreational vehicles or other equipment or device shall be permitted on a Lot if visible from another Lot, EXCEPT this shall not exclude temporary (less than twenty-four (24) hours) parking or storage of vehicles on the Lots, but if so stored, they shall require approval of the Architectural Control Committee.

Section 2. Exterior Maintenance by Association. If an Owner shall fail to maintain the landscaping and/or the exterior of the improvements situated on his/her Lot in a manner consistent with established community standards, the Architectural Control Committee shall, upon receipt of written complaint by any Owner, 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 or any other improvements thereon, if the Owner fails to respond in a manner satisfactory to the Committee within thirty (30) days after mailing of adequate notice by certified or registered mail, to the last known address of the Owner. The cost of such repair, maintenance or restoration shall be assessed against the Lot, and the Committee shall have the right to cause to be recorded a notice of lien for labor and materials furnished, which lien may be enforced in the manner provided by law. In the event the estimated cost of such repair should exceed one-half of one percent (0.5%) of the assessed value of said Lot and improvements, the Committee shall

be required to have the assent of two-thirds (2/3) of each class of voting membership before undertaking such repair.

Section 3. Responsibility for Common Maintenance Areas. The Association shall be responsible for the maintenance and repairs within Common Maintenance Area, subject to subsection 4 below. The Association is responsible for maintenance, repair and upkeep of private auto-courts (Tracts 995 and 996) and open space tracts (Tract 997, 998 and 999) including the Detention Vaults. In addition, the city requires that the Association have appropriate fire lane markings that are maintained on a regular basis.

Notwithstanding anything to the contrary herein, the Association shall have no duty, to maintain any property, including but not limited to, roads, gutters, curbs, sidewalks, and drainage systems which are or have been conveyed to the City, County, State, or any political subdivision thereof, as the case may be.

Section 4. Common Maintenance Area Repair. If the Association acquires or designates land for entryway sign and landscaping, it shall be the responsibility of the Association to maintain such entry landscaping. Any damage to the Common Maintenance Areas or the improvements thereof, including landscape plantings, fences, beams, etc., by an Owner or their children shall be repaired by said Owner within one week or The Architectural Control Committee shall execute said repair and Owner will immediately remit funds for billing. Unpaid assessment shall accrue interest at twelve percent (12%) per annum.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Each member shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be executed as they determine, but in no event shall more than one vote be cast with respect to any Lot; if Lot co-owners do not agree on how their vote shall be cast, then the vote for their Lot shall not be counted.

Section 2. The Association shall have the right to suspend the voting right of an Owner (1) for any period during which any assessments against his Lot remains unpaid, and (2) while he or she is out of compliance with any covenant herein or published rules and regulation after receipt of notice from the Association of such non-compliance.

Section 3. The Owners will annually elect three (3) members to serve on the Board of Directors of the Association, who shall be responsible for managing the affairs and finances of the Association. The first three Directors elected after the Transition Date will serve terms of one, two and three years. Thereafter, every year one new Director will be elected for a three-year term to replace the Director whose term is expiring.

Section 4. Notwithstanding the above, until the Transition Date, the Board of Directors shall consist of one or more members appointed by the Declarant. The Transition Date shall be the date chosen by the Declarant for the initial Owners meeting for the purpose of electing new Directors; the Transition Date shall be not more than one hundred twenty (120) days after one hundred percent (100%) of the Lots have been sold by Declarant. Declarant, in its discretion, may select an earlier Transition Date (i.e., before all Lots have been sold). Further, after the Transition Date, but until all of the Lots have been sold by the Declarant, Declarant will be entitled to appoint one person to serve on the Board (the other two positions being subject to election as provided tor above).

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Personal Obligation of Assessments. Each Owner of any Lot 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 also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments (as opposed to the lien upon the property) 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 promote the recreation, health, safety and welfare of the Owners of the Properties and for the improvement and maintenance of the Property, the maintenance, repair, replacement and restoration of the Common Maintenance Areas, as provided in Article III, the landscaping within the Common Maintenance Area as provided in this Declaration and appropriate insurance coverage for the Association; such use shall also include administrative expenses, accounting fees and attorney's fees incurred by the Association.

Section 3. No Assessments. In the event that Declarant determines that no ongoing or regular Common Maintenance Area expenses have occurred or are expected to occur, and no bank account or licenses have been procured, and no "regular" business is expected for the Association, then Declarant may elect not to have assessments until such time or it deems that such assessments are required.

Section 4: Initial and Interim Assessments: At the transfer of title from Declarant to initial Owner, Declarant, acting through the Association shall assess to each initial Owner an initial assessment of THREE HUNDRED AND NO/100 DOLLARS (\$300.00) (the "Initial Assessment"). The amount of the Initial Assessment shall be paid directly to Declarant from the Closing Agent to reimbursement Declarant for the initial expenses incurred with regard to the Association and the management of the plat business and affairs thereof, including but not limited to the initial establishment of the Association, establishment of accounts, and initial management of the Association up to the time of each closing. Additionally, from the time that each initial Owner takes ownership of a Lot and until the first annual assessment date, Declarant, acting through the Association shall assess to each new Owner a prorated share of the then-existing annual assessment (the "Interim Assessment"), and invoice each initial Owner of each Lot for its portion of any such assessment. The billing period shall be determined by Declarant. If for any reason the Initial Assessment was not collected on closing, the new Owner shall pay the amount thereof to Declarant upon demand. Such allocation of funds to the Declarant shall cease when the Association assumes collection, bookkeeping and other management responsibilities from the Declarant as described in the Bylaws of the Association.

Section 5. Annual Assessment. During such time as Declarant is managing the Association and from and after the Transfer Date, when the Owners assume management and control of the Association and thereby commence assessment, collection, bookkeeping and other management responsibilities from Declarant, the Association shall determine the "annual" assessment amount payable by each of the Owners of the Lots. The annual assessment shall be due within thirty (30) days of invoicing. The annual assessment date shall be determined and voted on by Board of Directors of the Home Owners Association at the transition meeting. The first annual assessment date shall not be more than 120 days after the transition meeting.

Section 6. Maximum Annual Assessment.

- (a) From and after the first annual assessment after the Transfer Date, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessments for the previous year without a vote of the membership.
- (b) From and after the first annual assessment after the Transfer Date, the maximum annual assessment may be increased above five percent (5%) by a vote to two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose provided, the five percent (5%) maximum limit on the annual assessment shall not include (i) the amount of any Association insurance premium, or (ii) taxes or assessments imposed upon the Common Areas, the entirety thereof shall not be subject to any limit, and (iii) assessments for emergency or capital expenses that are not regarded as annually re- occurring charges or expenses of the Association as noted in Section 7 hereof, which type of expense or charge would be a special assessment.

- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum; subject to compliance with the requirements of Section 64.38.025 Revised Code of Washington, as it may be amended from time to time.

Section 7. 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 Maintenance Area or any improvements upon the Common Area not prohibited within this Declaration, including fixtures and personal property related thereto, provided that any such assessments shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. The Board of Directors of the Association will establish the due date for any special assessments.

Section 8. Notice and Quorum for any Action Authorized Under Sections 6 & 7. Written notice of any meeting called for the purpose of taking any action authorized under Sections 6 & 7 of this Article V shall be sent to all members not less than thirty (30) days or 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 vote fifty percent (50%) of all votes of each class of membership 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.

Section 9. Date of Commencement of Annual Assessments. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on an annual or monthly basis as determined by the Board.

Section 10. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots the year following the final sale of the last Lot. The Board of Directors shall fix the amount of the annual assessment period. Written notice of the annual assessment 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 assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments regarding a Lot is binding upon the Association as of the date of its issuance.

Section 11. Effect on Nonpayment of Assessments: Creation of Lien, Remedies of the Association. Any assessments 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, and shall constitute a lien against the applicable Lot. The Association may record a lien on the Lot subject to the unpaid assessment for the amount of the assessment plus interest. The Association may bring an action at law against the Owner

personally obligated to pay the same, or foreclose or collect on the lien against the Lot. The Owner is responsible for payment of all actual attorney fees, court costs and other legal expense that are incurred with regard to (a) collection of delinquent assessments (regardless of whether a lawsuit has commenced) or (b) foreclosure of the lien, which amount shall be added to the lien against the applicable Lot. No Owner may waive or otherwise be relieved of liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 12. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage or Deed of Trust, as the case may be. Sale or transfer of any Lot shall not affect the assessment lien; however, the sale or transfer of any Lot pursuant to the mortgage foreclosure or trustee's sale pursuant to the terms of the first Deed of Trust, 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. The first mortgage holder of the purchaser of the property at a trustee's sale or the holder of the deed in lieu of foreclosure shall hence forth be responsible as an Owner for assessments coming due on the first day of the month following coming into title. Should assessments be made upon an annual basis and be made prior to the first day of the month following ownership, the new Owner shall be responsible for a monthly prorated portion of said annual assessments.

Section 13. Exempt Property. All property dedicated to, and accepted by, local public authority shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments. Declarant shall have no obligation to pay assessments for any Lot it owns, unless it has constructed a dwelling thereon, in which case assessments will commence against any such Lot after completion of such construction.

Section 14. Insurance Lots. The Association shall have no obligation to pay any insurance on the Lots or the structures thereon except as expressly provided herein.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. Committee Members. The Board shall also constitute the Architectural Control Committee until such time as the Board, in its discretion, chooses to appoint a separate Committee. References to the Architectural Control Committee or "Committee" herein shall refer to the Board until such time as a separate Committee may be appointed. If and when appointed, the Committee shall consist of three (3) members. A member of the Committee may be removed by the Board upon a majority vote. Shall a member of a committee or the Board resign, die or be unable to serve, a successor may be appointed by a majority vote of the remaining Board members for the balance of the unexpired term. The Committee may unanimously designate one or more of its members or third party to act for and on behalf of the Committee with respect to both ministerial matters and the exercise of judgment vested in the Committee, subject to review by the Committee at the request of any member thereof. The address of

the Committee shall be the registered office of the Association in the event the Committee does not have at least three (3) members; action by the Committee must be unanimous approval of all members of the Committee. In the event the Committee has three (3) or more members, a majority of the entire committee is required for a decision of the Committee. No member of the Committee shall be entitled to any compensation for services performed on Declaration and shall have no financial obligation of any kind based upon his/her actions as a member of the Committee.

Section 2. Constructions. All buildings and improvements on a Lot shall be of permanent construction and no temporary structure, trailer, tents, garage, outbuilding or other similar device shall be placed on any Lot except with permission of the Committee. No building, fence, wall or other exterior structure shall be commenced, erected, or maintained upon a Lot, nor shall any exterior addition to, or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Committee as to harmony of external design and location in relation to surrounding structures and topography.

Section 3. Submission of Plans. All plans and specifications required to be submitted to the Committee shall be submitted by mail to the address of the Committee consisting of six (6) sets of 8-1/2 by 11 inch copies, and each shall be signed by the Owner of the Lot or his authorized agent and shall contain the name and address of the person submitting the same and the Lot to be involved, and shall set forth the following with respect to the proposed Structure: (a) plot plan; (b) floor plans; (c) front and rear elevations; (d) outline specifications; (e) legal descriptions and addresses for each lot; (f) the builder's name, phone number, and contact person; (g) such other information as may be required to determine whether such structure conforms with these Restrictions, and the standards set forth by the Architectural Control Committee.

Section 4. Standards. The Committee shall have the authority to determine and establish standards involving aesthetic considerations of harmony of construction and color which it determines to be in the best interest of providing for attractive development of the Subdivision, which authority shall include but not be limited to the height, configuration, design and appearance of the dwelling and fences, walls, outbuildings, pools, and other structures appurtenant to the use of a dwelling.

As to all improvements, construction and alteration, the Committee shall have the right to refuse to approve any design, plan or color. The Committee shall have the right to take into consideration the suitability of the proposed building or structure and the material of which it is to be built and the exterior color scheme, to the site on which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building or structure or alterations therein as planned on the outlook of the adjacent or neighboring property and any and all other factors which, in the committee's opinion, shall affect the desirability or suitability of such proposed structure, improvement or alteration. Such determination may be amended and shall be binding on all persons.

Section 5. Approval or Disapproval. Within thirty (30) days after the receipt of plans and specifications, the Committee shall approve them, or disapprove such plans and specifications which in its opinion do not conform to these restrictions or its aesthetic standards. Approval or disapproval shall be made upon one of the plans specifications. If the Committee does not disapprove of the plans and specifications within said thirty (30) day period, they shall be deemed to be approved by the Committee and construction pursuant to said plans may be commenced.

In all cases, the ultimate responsibility for satisfying all local governmental building codes and requirements, etc., rests with the Owner or builder. The Architectural Control Committee shall be held harmless from building requirements not complied with.

Section 6. Advisors. The Committee may appoint advisors from time to time to advise on matters pertaining to the properties. No person on the Committee or acting on it shall be responsible for any defect in any plan or specification submitted or approved, nor for any defect in any work done according to such plans and specifications.

Section 7. Variations. The Committee shall have the authority to approve plans and specifications which do not conform to these restrictions in order to overcome practical difficulties or prevent hardships in the application of these restrictions provided that such variations so approved shall not be materially injurious to the improvements of other Lots and shall not constitute a waiver of the restrictions herein contained by shall be in furtherance of the purposes and intent of these restrictions.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement, Fine Schedule. The Association (by action of the Board), or any Owner, shall have the right to enforce, 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. Further, the Board may adopt and promulgate a uniform schedule of fines that may then be assessed against Owners for violations of the covenants herein or duly adopted rules or regulations of the Association, and/or failure to pay assessments when due. Any disputes under this Declaration shall be controlled under Washington state law. In any judicial action to enforce the contents of this Declaration, the losing party shall pay the prevailing party's attorney and consultant fees and costs, including those incurred in connection with any appeal. Failure by the Association or by any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one 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.

Section 3. Amendments. This Declaration may be amended only by a vote of at least seventy-five percent (75%) of all Owners. However, it may not be amended without the consent of Declarant so long as Declarant owns one or more Lots.

IN WITNESS WHEREOF, the undersigned, being the Declarant and Owner herein, have hereunto set their hands this _____ day of _____, 2022.

Groundhog Land Development Company, LLC

By: _____

Its _____

STATE OF WASHINGTON)

) ss.

COUNTY OF SNOHOMISH)

I certify that I have evidence that _____, is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS of Groundhog Land Development Company, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

PRINTED NAME: _____

NOTARY PUBLIC

in and for the State of Washington.

My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION

For APN/Parcel ID(s): 005907-000-105-00

Lot 105, Sunny Side Five Acre Tracts, according to the plat thereof, recorded in Volume 7 of Plats, Page 19, records of Snohomish County, Washington.

Situate in the County of Snohomish, State of Washington.
