

After recording return to:

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TITLE THE ESTATES AT SUMMIT PARK AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
AND RESERVATIONS

GRANTOR: THE ESTATES AT SUMMIT PARK, a Washington nonprofit corporation

GRANTEE: GENERAL PUBLIC

ABBREVIATED LEGAL DESCRIPTIONS: LOTS 1 THROUGH 7, PLAT OF ESTATES AT SUMMIT PARK,
DIVISION 1, AS PER PLAT RECORDED IN VOLUME 16 OF PLATS,
PAGE 145 AND 146, RECORDS OF SKAGIT COUNTY,
WASHINGTON; LOTS 1 THROUGH 8, PLAT OF ESTATES AT
SUMMIT PARK, DIVISION II, AS PER PLAT RECORDED IN VOLUME
16 OF PLATS, PAGES 162 AND 163, RECORDS OF SKAGIT
COUNTY, WASHINGTON; LOTS 1 THROUGH 10, PLAT OF ESTATES
AT SUMMIT PARK DIVISION III, AS PER PLAT RECORDED IN
VOLUME 17 OF PLATS, PAGES 22 THROUGH 25, INCLUSIVE,
RECORDS OF SKAGIT COUNTY, WASHINGTON.

FULL LEGAL DESCRIPTIONS ON PAGES 19-21

ASSESSOR'S TAX/PARCEL NUMBERS: P109902; P109903; P109904; P109905; P109906; P109907; P111114;
P111115; P111116; P111117; P111118; P111119; P111120; P111121;
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P114777; P114776; P114775; P114774

REFERENCE NUMBER OF RELATED DOCUMENT: 9611050066

**THE ESTATES AT SUMMIT PARK
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS**

This Amended and Restated Declaration is made this 14th day of December, 2023, by the Estates at Summit Park Homeowners' Association, a Washington nonprofit corporation (the "Association").

RECITALS

- A. The Association benefits the Owners individually and collectively by providing for:
- The maintenance of the trail system that exists within the Open Space Easements delineated on County Plat maps.
 - Encouraging the protection of the natural woodland character and habitat within the Open Space Easements, which serve a functional purpose in erosion and water runoff prevention, mitigating noise, providing greenbelts for wildlife and privacy for the lot owners.
 - Assisting Owners with view corridor issues as defined by the provisions of this document.
 - Ensuring new structures, changes to existing structures, landscaping, and related usage and maintenance are consistent with the character of the neighborhood for the mutual protection of property values, community aesthetics, and quality of living.
 - A forum for concerns and a social network.
- B. The Association was created pursuant to Section 3.2 of that certain Declaration of Covenants, Conditions, Restrictions, and Reservations for the Estates at Summit Park, a Planned Unit Development (the "Original Declaration"), recorded under Skagit County Auditor's File No. 9611050066, which governs the Estates at Summit Park Planned Unit Development (PUD), Divisions, I, II, and III. The creation of the Association was further necessitated by applicable code at the time of the Original Declaration's execution and recording in connection with the development of Summit Park.
- C. Article 13 of the Original Declaration provides that it may be amended with the consent of 67% of the lot Owners.
- D. The Lot Owners have approved, by the requisite margin, the amendments to the Original Declaration set forth herein.
- E. The Association, together with the lot Owners, wishes to restate the Original Declaration in its entirety.
- F. This Amended and Restated Declaration accordingly amends, supersedes, and replaces the Original Declaration in its entirety.
- G. The legal descriptions for the properties affected by this Declaration are set forth in the attached *Exhibit A*, incorporated herein by reference.

ARTICLE 1

DEFINITIONS

Section 1.1 **Definitions.** For the purposes of this Declaration and any amendments hereto, the following definitions shall apply.

"Architectural Control Committee" (ACC) shall mean a standing committee by that name with its members being under the jurisdiction and responsibility of the Board. Its purpose is to represent the Association's desire to regulate physical improvement or modification to a Member's structural Property, landscaping, or Open Space easements by applying the Association's Architectural Standards using the Association's application and approval process.

"Architectural Standards" shall mean scenic, structural, and landscaping standards used by the ACC for regulating street vistas, View Corridors, and Open Space easement use.

"Articles" shall mean the articles of incorporation of the Association, as defined below.

"Association" shall mean The Estates at Summit Park Homeowners Association, a Washington nonprofit corporation, as described more fully in Article 3, and its successors and assigns.

"Assessment" shall mean a fee to cover expenses (which may come in the form of either a general assessment for yearly, anticipated expenses, or a special assessment for unexpected damage, which may be assessed against one, some, or all of the Lot Owners)

"Board" shall mean and refer to the Board of Directors of the Association, as provided for in Article 4.

"Bylaws" shall mean the Bylaws of the Association as they may from time to time be amended, in accordance with the Declaration.

"Common area" shall mean Property owned by the Association.

"Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions, and Reservations for The Estates at Summit Park.

"Home" shall mean a Structure located on a Lot which is designed and intended for use and occupancy as a residence by a single family or which is intended for use in connection with such residence.

"Lot" shall mean and refer to any parcel of land shown upon any recorded subdivision map of the properties.

"Member" shall mean a Person entitled to membership in the Association pursuant to Article 4.

"Open Space" shall mean the areas within the easements shown and described on the three Plat Maps of the Property. The purpose of the Open Space is to conserve or enhance the natural and scenic resources that have characterized the Lots of the Property. Goals of Open Space (per county definitions at the time the development was approved) include recreation via the trails, preservation of trees, and prevention of soil erosion. The Property is zoned as Rural Reserve.

"Owner" shall mean the owner of record, whether one or more Persons or entities, of a fee simple title to any Lot which is a part of the Property, and, except as may be otherwise expressly provided herein, shall, in the case of a Lot which has been sold pursuant to a real estate contract, include any Person of record holding a vendee's interest under such real estate contract, to the exclusion of the vendor there under. Any Person or entity having such an interest merely as security for the performance of an obligation shall not be considered an Owner.

"Person" shall include natural persons, partnerships, corporations, associations, other business entities, and personal representatives.

"Plat Map" shall mean the Plat Map recorded in conjunction with this Declaration which depicts the layout of the Lots and open Space on the Property. The Plat Map for the Division I was recorded on 11-5-1996, in Volume 16 pages 145-146, Auditor's File No. 9611050065, records of Skagit County, State of Washington. Similarly filed: Plat Map for Division II is 9703190068; Plat Map for Division III is 9810070047; Short Plat Alteration for dividing lot 7 is 201809110043.

"Property" shall mean that real property and improvements herein described, and such additions thereto as may be brought within the jurisdiction of the Association.

"P.U.D." shall mean a Planned Unit Development, a type of land development with recreational amenities. It also features the clustered grouping of houses and utilities to allow for more Open Space areas. The Estates at Summit Park is a P.U.D. with 20% or more of its area dedicated to Open Space, a trail system, and beach access.

"Structure" shall mean any manmade feature such as building, fence, wall, driveway, walkway, patio, swimming pool, sports court or the like.

"View Corridor" shall mean the line of sight that gives views of the water, mountains, and territorial views as seen from the Home.

ARTICLE 2 **Open Space**

Section 2.1 Description of Open Space Easements. The Open Space easements are found on 22 of the 25 lots comprising the Estates at Summit Park. The Open Space Easements are characterized by native vegetation and undisturbed soil. Drainage is overland with seasonal stream flow. Wild animal habitat is encouraged by the preservation or addition of native forage plant species. Some Lots' Open Spaces also contain an Association-maintained trail and a beach.

Section 2.2 Dedication of the Open Space Easements. Any and all Open Space easements shown or identified on the Plat Maps for Divisions I, II, and III (which are incorporated herein by this reference) are hereby dedicated, declared, reserved, conveyed, granted, and established for the limited purpose of access, ingress, and egress over and along any existing walking trails. The Open Space Easements are non-exclusive, perpetual, and for the benefit of the Members. No right of access is granted herein to any Person, other than the Lot Owners, outside of the walking trails as they exist as of the date of this restated Declaration.

Section 2.3 Use of the Open Space. The Owner of a Lot with Open Space may use the Lot and its Open Space in any manner not inconsistent with this Declaration. Structures are prohibited within any Open Space without the prior consent of the Association. Lot Owners are responsible for the stewardship of their Open Space in accordance with the intent as stated in the recitals of this document and the County Code for Planned Unit Development section 14.04.140 ("...use of land...which provides open space-recreation areas, preservation of trees, outstanding natural topography, geologic features, and prevents soil erosion."). Members may use the Association-maintained trails within the Open Space on any Lot.

Section 2.4 Maintenance of the Open Space by Owners. Removal by the Lot Owner of non-native invasive plants, dead or hazardous trees, and noxious weeds within Open Space is to be encouraged. Lot Owners are highly encouraged to maintain the woodland quality of their open spaces before modifying or cutting vegetation.

Section 2.5 Maintenance by the Association. The Association shall have full responsibility for the maintenance, repair, and improvement of the trails within the Open Space easements. Such maintenance shall not be construed as ownership by the Association. Any individual homeowner who wants to maintain the trail on their property, may do so in accordance with the community standards. The Association may choose to perform maintenance on the beach but is not obligated to do so. Use of the trails and beach is at the Members' own risk; Members and their guests shall not hold the Association or the individual Lot Owner responsible for injury or

damage incurred on the trails or beach. The trail shall be reasonably maintained for its intended use, subject to applicable governmental and Association restrictions. Authorized trail maintenance by the Association may require use of motorized vehicles on the trails. Trail maintenance activity shall be discussed with each Lot Owner prior to commencing, and any property damage, such as to landscaping outside the trail corridor, caused by maintenance activity shall be the responsibility of the Association.

Section 2.6 **Property Entry Signs.** The Association may erect signage at or near where Association-maintained trails connect with public roads. Signage would indicate that the trails are private property. The Association is also responsible for the maintenance of these signs.

Section 2.7 **Critical Areas and Shorelines.** Certain portions of the Open Space easements may be under a County Critical Area or Shoreline Master Program designation. Most likely area designations include fish and wildlife habitat conservation, such as an eagle's nest, or areas within 200 feet of the saltwater shoreline.

Section 2.8 **Delegation of Use.** Any Member may delegate, in accordance with such rules and regulations as the Association shall promulgate, his or her right of use and enjoyment of the trails and beach to family members, guests, and tenants of such Member. Each Owner shall be responsible for informing such Owner's family members, guests, tenants, and service personnel of 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. Each Owner shall be responsible for any damage to any trails and beach or any other area maintained by the Association, whether real or personal, caused by an Owner's family member, guest, tenant, agent, workman, contractor or other licensee or invitee. Any such damage shall constitute a special assessment against the responsible Owner.

Section 2.9 **Trail and Beach Access.** Each Owner shall have a non-exclusive perpetual easement for access, ingress, and egress along the Association-maintained walking trail and beach within the Open Space Easements shown on the Plat Maps. No items including watercraft may be left on the beach overnight without the Lot Owner's permission.

ARTICLE 3 **HOMEOWNERS ASSOCIATION**

Section 3.1 **Purpose.** The purpose of the Association is the protection and preservation in the interests of the Lot Owners for the common good, including without limitation preservation of views, Open Space, trails, and beach access. See also the Recitals.

Section 3.2 **Board of Directors.** The Association shall be managed by a Board of Directors who are Members of the Association. They shall be elected as set forth in the Bylaws of the Association.

Section 3.3 **Membership and Voting Rights.** Members of the Association shall be all Owners, and each Member 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 may decide among themselves, but in no event shall more than one vote be cast with respect to any Lot.

Section 3.4 **Transfer of Membership.** The Association membership of each Owner shall be appurtenant to the Lot giving rise to such membership, and shall not be transferred in any way except upon the transfer of title to the Lot and then only to the transferee of title to the Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association to the new Owner.

Section 3.5 Books and Records. The Board shall cause to be kept complete, detailed, and accurate books and records of the receipts and expenditures of the Association, in a form that complies with generally accepted accounting principles.

Section 3.6 Inspection of Association Documents, Books and Records. The Association shall make available to Owners, Mortgagees, prospective purchasers and their prospective mortgagees, and the agents or attorneys of any of them, current copies of this Declaration, the Bylaws, and other rules, books, records, and financial statements of the Association, and the most recent annual audited financial statement, if one is prepared. "Available" shall mean available for inspection upon request, during normal business hours or under other reasonable circumstances. The Association may require the requesting party to pay a reasonable charge to cover the cost of making the copies.

Section 3.7 No Common Areas. Notwithstanding the identification of Common Areas in the Original Declaration, the Association owns no real property and the Association, together with its Members, hereby releases any claim or interest in any property, if any, designated as Common Areas in the Original Declaration. Notwithstanding the foregoing, the Association reserves the right to acquire real property and to designate such property as Common Areas.

ARTICLE 4 **MANAGEMENT OF THE ASSOCIATION**

Section 4.1 Administration of the Property. The Members covenant and agree that the administration of the Property shall be in accordance with the provisions of this Declaration and the Bylaws of the Association which are made part hereof. Administrative power and authority shall vest in the Board.

Section 4.2 Authority and Duties of the Board. On behalf of and acting for the Association, the Board, for the benefit of the Property and the Members, shall have all powers and authority permitted to the Board under this Declaration, including but not limited to the following:

4.2.1 Levy, collect, and enforce the collection of Assessments, as more particularly set forth in Article 7 hereof, to defray expenses attributable to carrying out the duties and functions of the Association hereunder.

4.2.2 Require any officer or employee of the Association handling or responsible for Association funds to furnish adequate fidelity bonds for expenses over \$25,000, the premiums on such bonds to be paid by the Association.

4.2.3 Enter into agreements with one or more qualified persons which provide for the maintenance and repair of the trails, the collection of Assessments, the sending of all required notices to Members, the operation of Association meetings, and other regular activities of the Association. However, the Board may not delegate to said persons the duties which it is required by law to perform.

4.2.4 Contract and pay for any materials, supplies, labor or services which the Board should determine are necessary or proper for carrying out its powers and duties under this Declaration, including legal, accounting, management, or other services.

4.2.5 All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as is from time to time determined by the Board.

Section 4.3 Adoption of Rules and Regulations. When and to the extent it deems advisable, the Board may adopt reasonable rules and regulations governing the maintenance and use of the Open Space and the Property and other matters of mutual concern to the Members, which rules and regulations are not inconsistent with this Declaration and the Bylaws, and which treat all Members fairly and on a nondiscriminatory basis.

Section 4.4 Additional Powers of the Association. In addition to the duties and powers of the Association, as specified herein, and elsewhere in this Declaration, but subject to the provisions of this Declaration, the Association, acting through its Board, shall have the power to do all other things which may be deemed reasonably necessary to carry out its duties and the purpose of this Declaration.

ARTICLE 5

ARCHITECTURAL CONTROL

Section 5.1 Construction and View Corridor.

5.1.1 All buildings, Structures and clearing and maintenance of View Corridors on the Property must be approved by the Board of Directors of the Association, or by the Architectural Control Committee ("ACC") composed of three or more representatives appointed by the Board. References in this Article 5 to the ACC shall be deemed to include the ACC or the Board, as circumstances may dictate. Complete plans and specifications of all such proposed buildings and Structures, together with detailed plans showing the proposed location of the same on the particular building site and other data requested by the ACC shall be submitted to the ACC before construction is begun. Construction shall not be started until written approval thereof is given by the ACC. A plan showing the location and number of trees and/or vegetation to be removed or trimmed shall be submitted to the ACC before any clearing or trimming is begun. Once the Home is built and occupied, a video or photographic pictures shall be submitted showing the vegetation to be trimmed.

5.1.2 The ACC will review submittals for conformity and harmony of the exterior design with proposed or existing Structures on neighborhood residential Lots or buildings, sites and location of the building with respect to topography, finish grade elevation, clearing/trimming and building setback restrictions.

5.1.3 All plans and specifications submitted for approval by the ACC must be submitted in duplicate at least 30 days prior to the proposed construction or trimming/clearing starting date. In the event the ACC fails to approve or disapprove such design and location within 10 days after said plans and specifications have been submitted to it, the ACC will be deemed to have given its approval.

5.1.4 The maximum height of any building shall be established by the ACC as part of plan approval and shall be given in writing together with the approval. If the ACC has failed to disapprove such design and location within the 10-day limit, and such design and location is thereby deemed approved, the maximum height of any building shall be no greater than thirty-five feet.

5.1.5 The ACC may require that said plans or specifications shall be prepared by an architect or a competent house designer. One complete set of said plans and specifications shall in each case be delivered to and permanently left with the ACC. All buildings or Structures shall be erected or constructed to county codes. The ACC shall have the right to refuse to approve any design or plan which is not suitable or desirable, in the ACC's opinion, and such refusal may be based entirely on aesthetic or other factors.

5.1.6 In evaluating any design, the ACC may consider the suitability of the proposed building or other Structure, and the material of which it is to be built, and the exterior color scheme, the site upon which such buildings or Structures are proposed to be built, the harmony thereof with the surroundings, and the effect or impairment that said Structure will have on the view or outlook of surrounding building sites, and any and all other factors which, in the ACC's opinion, shall affect the desirability or suitability of such proposed Structure.

5.1.7 The ACC shall have the right to disapprove the design or installation of any other recreational Structure or equipment deemed undesirable, in the ACC's reasonable opinion, based on aesthetic factors or otherwise. The ACC may consider the visual impact of the proposed Structure and the noise impact of the related activities upon all nearby Lots. Any enclosure or cover used in connection with such a recreational Structure or equipment, whether temporary, collapsible, or seasonal, shall be treated as a permanent Structure for the purposes of these covenants, and shall be subject to all the conditions, restrictions, and requirements as set forth herein for all buildings and Structures.

5.1.8 By majority vote of the ACC, the ACC may adopt or amend architectural standards consistent with Article 5 of this Declaration for making its determinations hereunder.

5.1.9 All construction of any Structures shall be completed in accord with the plans approved by the ACC. If it is found by the ACC that any Structures are inconsistent with the approved plans, causing aesthetic and other concerns as determined by the ACC, the Association may require the Owner to remove or correct such improvements at the Owner's expense. Alternately, the Association may, but is not obligated to, remove the improvements at its expense, and the costs incurred by the Association (including reasonable attorneys' fees) shall constitute a special assessment against the Lot.

ARTICLE 6

USE AND MAINTENANCE OBLIGATIONS OF OWNERS

Section 6.1 **Exterior Maintenance.** Each Owner, at said Owner's cost and expense, shall promptly and continuously maintain, repair and restore said Owner's Lot, and the Home and other improvements located thereon, in a good, clean, attractive, safe and sanitary condition, and in full compliance with all applicable laws, the provisions of this Declaration, and any rules and regulations of the Association/ACC.

Section 6.2 **Restrictions on Storage.** No Owner shall store or allow any occupant or tenant to store any trailers, boats, motor homes, recreational vehicles, motorcycles, or trucks over two tons or any disabled or inoperable motor vehicle on the Property unless all such vehicles are (i) completely enclosed and hidden from view within a garage or within such other enclosure as may be approved in advance by the ACC, or (ii) parked on the Owner's Lot and not visible from any street or adjacent lot, or (iii) is in an area that is screened from the street and/or adjacent lots. Violations shall subject such vehicles to public impound, at the expense and risk of the Owner thereof.

Section 6.3 **Roadway and Walkways.** Roads, walkways, and trails shall be used exclusively for normal access, ingress and egress, and no obstructions shall be placed thereon or therein except by express written consent of the Board.

Section 6.4 **Residential Use.** All Lots and improvements located thereon shall be used, improved and devoted exclusively for residential purposes only, including: (i) sleeping, eating, food preparation for on-site consumption by occupants and guests, entertaining by occupants or personal guests, and similar activities commonly conducted within a residential dwelling, (without regard to whether the Owner or occupant uses the Home as a primary or secondary personal residence, on an ownership, rental, lease or invitee basis) or such other reasonable ancillary purposes commonly associated with residential dwellings and otherwise in compliance with this Declaration and applicable laws in residential dwellings; (ii) for the common social, recreational or other reasonable uses normally incident to such purposes; and (iii) for purposes of operating the Association and managing the Property. No Structures or buildings of any kind shall be erected, altered, placed or permitted to remain on any Lot unless such Structures or buildings comply with applicable Skagit County Building Codes.

Section 6.5 No Nuisances. No noxious or offensive conditions shall be permitted upon any Lot or improvement thereon, nor shall anything be done thereon which is or may become an annoyance or nuisance to other residents on the Property.

Section 6.6 Restriction on Further Subdivision. No Lot or portion of a Lot in the Property shall be divided and sold or resold, or ownership changed or transferred whereby the ownership of any portion of the Property shall be less than the area required by the local zoning in which the Property is located; provided, the foregoing shall not prohibit deeds of correction, deeds to resolve boundary disputes and similar corrective instruments.

Section 6.7 Garbage and Trash Removal. No Lot shall be used as a dumping ground for rubbish, trash, garbage, litter, junk and other debris. Each Lot Owner shall be responsible for the prompt and regular disposal of all of their garbage, trash, junk and yard waste. Waste and recycling containers shall be removed from street side within two days of the pick-up date.

Section 6.8 Animal Restrictions. No insects, reptiles, poultry or animals of any kind shall be raised, bred or kept in or on any Home or Lot, unless specifically approved by the Association, except that dogs and cats or other usual household pets not exceeding in aggregate three in number per Home may be kept. All pets when outside a member's property shall be maintained on an adequate leash or other means of physically controlling said animal, by a person capable of controlling the pet at all times. Pets shall not be allowed to leave remains on any other Lot, including the trails or beach, or on any portion of the Open Space. Any Owner whose animal violates these provisions or who causes any unreasonable noise or damage to Persons or Property shall be liable to all such harmed Owners and their families, guests, and invitees.

Section 6.9 Signs. No signs shall be displayed to public view on any Lot except (i) one professionally created sign of not more than one square foot displaying the resident's last name, (ii) one sign of not more than five square feet advertising the Lot for sale or rent, to advertise Lots for sale during the construction and sales period, (iii) the display of political signs five feet square or less before any election or (iv) signs identifying the security system used at a home.

Section 6.10 Renting and Leasing.

6.10.1 With respect to the leasing, renting, or creation of any kind of tenancy of a Home, the Owner (except for a lender in possession of a Lot and improvements thereon following a default in a first Mortgage, a foreclosure proceeding, or any deed of trust sale or other arrangement in lieu of a foreclosure) shall be prohibited from leasing or renting less than the entire Home for a term of less than 30 days, and all leasing or rental agreements shall be in writing and be subject to the Declaration, Articles and Bylaws, with a default of the tenant in complying with the Declaration, Articles or Bylaws constituting a default under the such lease or rental agreement.

6.10.2. Other than as stated herein, there are no restrictions on the right of any Owner to lease or otherwise rent their Home.

Section 6.11 Zoning Regulations. Zoning regulations, building regulations, environmental regulations and other similar governmental regulations applicable to the Property subject to this Declaration shall be observed. In the event of any conflict between any provision of such governmental regulations and restrictions of this Declaration, the more restrictive provisions shall apply.

Section 6.12 Business Use. No business of any kind shall be conducted on any Lot with the exception of occupations which do not create excess traffic, parking problems, noise, or otherwise violate this Declaration. Owners shall also comply with all of the requirements of the appropriate local government. No

business materials, supplies or equipment shall be stored on any Lot within the view of another Lot, except for items relating to an improvement which is under construction in conformance with this Declaration.

Section 6.13 Temporary Residence. No outbuilding, basement, tent, shack, garage, trailer, shed or temporary building of any kind shall be used as a residence either temporarily or permanently, except for trailers used by builders, or contractors during the construction period.

Section 6.14 Building Setback Requirements. All Structures, buildings and other Lot improvements shall comply with all applicable governmental requirements, including without limitation minimum setback requirements. Additional setbacks may be required by the ACC.

Section 6.15 Completion of Projects. Any improvements constructed on any Lot on the Property shall be completed as to external appearance, including finish painting, within six months from the commencement of construction except for reasons beyond the control of the builder, in which case a longer period may be permitted by the ACC.

Section 6.16 Mailboxes. Each of the mailboxes and mailbox Structures shall be placed in locations approved by the United States Postal Service. Owners may not damage or otherwise interfere with a mailbox Structure.

Section 6.17 Outdoor Fires. Outdoor barbecues, fireplaces, or fire pits may be used for cooking or entertainment on the Lots when permitted by law. Reasonable and adequate precautions against fires must be taken. Yard waste outside of the Open Space easements may be burned when permitted by law and with consideration for neighbors in the smoke path. Fires on the beach are not permitted without the lot owner's approval. Burning yard waste is allowed when permitted by law, with consideration for neighbors in the smoke path, and with common sense precautions for fire containment.

Section 6.18 Screened Service Areas. Unsightly items must be kept in the house or garage or within a fenced or screened area where they will not be seen from any roads. Unsightly items shall include, but shall not be limited to, garbage and trash, clotheslines, bicycles, recreational gear, outdoor maintenance equipment, firewood and ladders. The design and materials used for the screen or fence shall be consistent with the general appearance of the Home.

Section 6.19 Yard Maintenance. Lot Owners shall maintain their personal gardens and any other landscaping constructed by them. Owners shall not allow their personal landscaped areas to become overgrown or unkempt so as to create a visual nuisance. Lot Owners are encouraged to control and remove noxious weeds.

ARTICLE 7 ASSESSMENTS

Section 7.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association any Assessment duly levied by the Association as provided herein. Such Assessments, together with interest, costs, late charges and reasonable attorneys' fees, shall also be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, late charges and reasonable attorneys' 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 shall not pass to his successor title unless the lien for such delinquent Assessments had been properly recorded prior to title transfer or unless expressly assumed by that party. When ownership of a Lot changes, Assessments which have been established for the current fiscal year shall be prorated between the Buyer and Seller based on a 365-day year.

Section 7.2 Liability for Assessments or Liens. Any Assessments which may be levied from time to time pursuant to the authority of the Board shall be established in accordance with this Article 7, except for Assessments levied against an Owner for the purpose of reimbursing the Association for costs incurred in bringing the Owner or their Home or Lot into compliance with the provisions of this Declaration. No Owner may exempt himself or herself from liability for their Assessments by abandoning his or her Lot.

Section 7.3 Association Budget. The Association shall prepare, or cause the preparation of, an operating budget for the Association at least annually, in accordance with generally accepted accounting principles. The operating budget shall set forth sums required by the Association, as estimated by the Association, to meet its annual costs and expenses together with a reasonable sum to establish reserves for future improvements, provided that the Board shall determine when establishment of such reserves shall commence. The Members of the Association who are obligated to pay Assessments may reject said budget at a Special Meeting of the Association by a vote of 67% of the total votes entitled to be cast by the Members.

Section 7.4 Levy of General Assessment (also called annual dues). In order to meet the costs and expenses projected in its operating budget, the Board shall determine and levy on every Owner a general Assessment. The Association's operating budget shall be divided by the number of votes in the Association to determine the amount of one Assessment unit. Each Owner's general Assessment shall be calculated by multiplying the number of votes in the Association by one Assessment unit.

Section 7.5 Amount of General Assessment. The Board shall make reasonable efforts to determine the amount of the general Assessment payable by each Owner for an Assessment period at least 30 days in advance of beginning of such period. Notice of the general Assessment shall thereupon be sent to each Owner subject to Assessment; provided, however, that failure to notify an Owner of the amount of an Assessment shall not render such Assessment void or invalid. Any failure by the Board, before the expiration of any Assessment period, to fix the amount of the general Assessment hereunder for the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any Owner from the obligation to pay the general Assessment, or any installment thereof, for that or any subsequent Assessment period.

Section 7.6 Assessment Period. The general Assessment fixed for the preceding period shall continue until a new Assessment is fixed. Upon any revision by the Association of the operating budget during the Assessment period for which each budget was prepared, the Board shall, if necessary, revise the general Assessment levied against the Owners and give notice of the same in the same manner as the initial levy of a general Assessment for the Assessment period.

Section 7.7 Manner and Time of Payment. Assessments shall be payable in any reasonable manner determined by the Board. Any Assessment or installment thereof which remains unpaid for at least 15 days after the due date will be assessed a late charge in an amount not exceeding 25% of any unpaid delinquent Assessment.

Section 7.8 Accounts. Any Assessments collected by the Association shall be deposited in one or more Federally insured institutional depository accounts established by the Board. The Board shall have exclusive control of such accounts and shall maintain accurate records thereof. No withdrawal shall be made from said accounts except to pay for charges and expenses authorized by this Declaration.

Section 7.9 Lien. In the event any Assessment or installment thereof remains delinquent for more than 30 days, the Board may, upon 15 days' prior written notice to the Owner of such Lot of the existence of the default (Notice of Assessment), accelerate and demand immediate payment of the entire Assessment. The amount of any Assessment assessed or charged to any Lot, plus interest, costs, late charges and reasonable attorneys' fees, shall be a lien upon such Lot. A Notice of Assessment may be recorded in the office where real estate conveyances are recorded for the county in which this Property is located. Such Notice of Assessment may be filed at any time at least 15 days following delivery of the notice of default referred to above in this Section. The lien for payment of such Assessment and charges shall have priority over all other liens and encumbrances, recorded or unrecorded, limited as provided in Section 10.1. Suit to recover a money judgment for unpaid

Assessments or charges shall be maintainable without foreclosure or waiver of the lien securing the same. Said liens may be foreclosed as a mortgage.

Section 7.10 Waiver of Homestead. Each Owner hereby waives, to the extent of any liens created pursuant to this Article, the benefit of any homestead or exemption law in effect at the time any Assessment or installment thereof become delinquent or any lien is imposed pursuant to the terms hereof.

Section 7.11 Special Assessments. In addition to the general Assessment (annual dues) authorized by this Article, the Association may levy an Assessment or Assessments at any time against all Lot Owners, applicable to that year only. Such Special Assessment must have the prior favorable vote of 67% of the Member votes entitled to be cast. The amount of each Owner's Special Assessment for any year shall be calculated like the general Assessment, except that the total Special Assessment shall be substituted for the operating budget amount. A Special Assessment may also be assessed against an individual Lot Owner as expressly provided by specific provisions of this Declaration.

Section 7.12 Records & Financial Statements. The Board shall prepare or cause to be prepared for any fiscal year in which the Association levies or collects any Assessments, a balance sheet and an operating (income/expense) statement for the Association which shall include a schedule of Assessments received and receivable identified by the number of the Lot and the name of the Owner so assessed. The Board shall cause detailed and accurate records of the receipts and expenditures of the Association to be kept specifying and itemizing the maintenance, operating, and any other expense incurred. Such records, copies of this Declaration, the Articles and the Bylaws, and any resolutions authorizing expenditures of Association funds shall be available for examination by any Owner at convenient weekday hours.

Section 7.13 Certificate of Assessment. A certificate shall be executed and acknowledged by the treasurer or the president of the Board (or an authorized agent thereof, if neither the president nor treasurer is available) stating the indebtedness for Assessment and charges or lack thereof secured by the Assessments upon any Lot shall be conclusive upon the Association as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith. Such certificate will be maintained with the HOA. Such a certificate shall be furnished to any Owner or any encumbrance of a Lot within a reasonable time after request, in recordable form, at a reasonable fee. Unless otherwise prohibited by law, any encumbrance holding a lien on a Lot may pay any unpaid Assessments or charges with respect to such Lot, and, upon such payment, shall have a lien on such Lot for the amounts paid of the same rank as the lien of their encumbrance.

Section 7.14 Foreclosure of Assessment or Lien: Attorneys' Fees and Costs. The Board (or authorized agent), on behalf of the Association, may initiate action to satisfy a lien, or collect any Assessment. In any action to foreclosure the lien of, or otherwise collect, delinquent Assessments or charges, any judgment rendered in favor of the Association shall include a reasonable sum for attorneys' fees and all costs and expenses reasonably incurred in preparation for or in the prosecution of said action, in addition to taxable costs permitted by law. Said liens may be foreclosed as a mortgage.

Section 7.15 Curing of Default. The Board shall prepare and record a satisfaction and release of the lien for which a Notice of Assessment has been filed and recorded in accordance with this Article upon timely payment or other satisfaction of all delinquent Assessments, charges or penalties set forth in the Notice and all other Assessments which have become due and payable following the date of such recording with respect to the Lot to which such Notice of Assessment was recorded, together with all costs, late charges and interest which have accrued thereon. A fee of twenty-five dollars (\$25.00) or such other amount as may from time to time be set by the Board covering the cost of preparation and recordation shall be paid to the Association prior to such action. The satisfaction of the lien created by the Notice of Assessment shall be executed by the president or treasurer of the Association or by any authorized representative of the Board. For the purpose of this paragraph, the term "costs" shall include costs and expenses actually incurred or expended by the Association in connection with the cost of preparation and recordation of the Notice of Assessment and in efforts to collect the delinquent Assessments charges or penalties secured by the lien and a reasonable sum for attorneys' fees.

ARTICLE 8 COMPLIANCE AND ENFORCEMENT

Section 8.1 Enforcement.

8.1.1 Each Member, Board Member and the Association shall comply strictly with the provisions of this Declaration and with the Bylaws and administrative rules and regulations adopted by the Association (as the same may be lawfully amended from time to time). Failure to comply may result in a claim for damages or injunctive relief, or both, by the Board (acting through its officers on behalf of the Association and the Owners) or by the aggrieved Owner on their own, against the party (including an Owner or the Association) failing to comply.

8.1.2 In any action or arbitration to enforce the provisions of Section 8.1 or any other provision of this Declaration, the Articles or the Bylaws, the prevailing party in such action or arbitration shall be entitled to an award for reasonable attorneys' fees and all costs and expenses reasonably incurred in preparation for prosecution of said action or arbitration, in addition to taxable costs permitted by law.

Section 8.2 No Waiver of Strict Performance. The failure of the Board in any one or more instances to insist upon or enforce the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or of any Bylaws or administrative rules or regulations, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. No waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.

Section 8.3 Arbitration. Disputes regarding this Declaration between the Owners, between an Owner and the Board or the Association, not resolved by ACC or Board intervention, shall be determined by arbitration in Skagit County, Whatcom County or Snohomish County under the American Arbitration Association (AAA) Commercial Arbitration Rules with Expedited Procedures in effect on the date hereof, as modified by this Declaration. There shall be one arbitrator selected by the parties within seven days of the arbitration demand or if not, then selected pursuant to the AAA Rules. The arbitrator shall be an attorney with at least five years subdivision or real estate law experience. Any issue about whether a claim must be arbitrated pursuant to this Declaration shall be determined by the arbitrator. At the request of either party made not later than 45 days after the arbitration demand, the parties agree to submit the dispute to non-binding mediation which shall not delay the arbitration hearing date. There shall be no substantive motions or discovery, except the arbitrator shall authorize such discovery as may be necessary to ensure a fair hearing, which shall be held within 90 days of the demand and concluded within two days. These time limits are not jurisdictional. The arbitrator shall apply substantive law and may award injunctive relief or any other remedy available from a judge including attorney fees and costs to the prevailing party, but the arbitrator shall not have the power to award punitive damages. This arbitration provision shall not cover claims by the Association for collection of Assessments; such claims shall be governed by Article 7.

Section 8.4 Remedies Cumulative. Except for claim which must be arbitrated pursuant to Section 8.3 above, the remedies provided herein are cumulative, and the Board may pursue them concurrently, as well as any other remedies which may be available under law although not expressed herein.

**ARTICLE 9
LIMITATION OF LIABILITY**

Section 9.1 No Personal Liability. So long as a Board Member, Association committee member, Association officer, or authorized agent(s) has acted in good faith, without willful or intentional misconduct, upon the basis of such information as may be possessed by such person, no Person shall be personally liable to any Member, or other party including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, negligence (except gross negligence), any discretionary decision or failure to make a discretionary decision, by such Person in such Person's official capacity; provided, however, that this Section shall not apply where the consequences of such act, omission, error or negligence are covered by insurance or bond obtained by the Board pursuant to Article 4 hereof.

Section 9.2 Indemnification. Each Board Member or Association committee member, or Association Officer, and their respective heirs and successors, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding related to their role as Board Member, Association committee member, or Association Office to which they may be party, or in which they may become involved, by reason of being or having held such position at the time such expenses or liabilities are incurred, except in such cases wherein such Person is adjudged guilty of intentional misconduct, or gross negligence or a knowing violation of law in the performance of their duties, and except in such cases where such Person has participated in a transaction from which said Person will personally receive a benefit in money, property, or services to which said Person is not legally entitled; provided, however, that in the event of a settlement, indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association. Nothing contained in this Section 9.2 shall, however, be deemed to obligate the Association to indemnify any Member who is or has been a Board Member or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration as a Member or Owner of a Lot.

ARTICLE 10

MORTGAGEE PROTECTION

Section 10.1 Priority of Mortgages. Notwithstanding all other provisions hereof, the liens created under this Declaration upon any Lot for Assessments charges or penalties shall be subject to tax liens on the Lot in favor of any assessing and/or special district and be subject to the rights of the secured party in the case of any indebtedness secured by first lien mortgages or deeds of trust which were made in good faith and for value upon the Lot. A mortgagee of a Lot, or other purchaser of a Lot, who obtains possession of a Lot as a result of foreclosure or deed in lieu thereof will be liable for any Assessment charges or penalties accruing after such possession. Such unpaid share of common expenses or Assessments shall be deemed to be common expenses collectible from all of the Lot Owners including such possessor, their successor and assigns. For the purpose of this Article, the terms "mortgage" and "mortgagee" shall not mean a real estate contract (or the vendor thereunder), or a mortgagee or deed of trust (or mortgagee or beneficiary thereunder) securing a deferred purchase price balance owed with respect to a sale by an individual Lot Owner.

Section 10.2 Effect of Declaration Amendments. No amendment of this Declaration shall be effective to modify, change or limit or alter the rights expressly conferred upon mortgagees in this instrument with respect to any unsatisfied mortgage duly recorded unless the amendment shall be consented to in writing by the holder of such mortgage. Any provision of this Article conferring rights upon mortgagees which is inconsistent with any other provision of this Declaration shall control over such other inconsistent provisions.

Section 10.3 Rights of Lien Holders. A breach of any of the provisions, conditions, restrictions, covenants, easements, or reservations herein contained shall not affect or impair the lien or charge of any bona fide mortgage made in good faith for value on any Lots; provided, however, that any subsequent Owner of the Lot shall be bound by these provisions whether such Owner's title was acquired by foreclosure or trustee's sale or otherwise.

Section 10.4 Copies of Notices. If the first mortgage of any Lot has so requested of the Association in writing, the Association shall give written notice to such first mortgagee that an Owner/mortgagor of a Lot has for more than 60 days failed to meet any obligation under this Declaration. Any first mortgagee shall, upon written request, also be entitled to receive written notice of all meetings of the Association and be permitted to designate a representative to attend such meetings.

Section 10.5 Furnishing of Documents. The Association shall make available to prospective purchasers, mortgagees, insurers, and guarantors, at their request, current copies of the Declaration, Bylaws, and other rules governing the Property, and the most recent balance sheet and income/expense statement for the Association, if any has been prepared.

ARTICLE 11

EASEMENTS AND SPECIAL TRACTS

Section 11.1 Association Functions. There is hereby reserved to the Association or their duly authorized agents and representatives such easements as are reasonably necessary to perform the duties and obligations of the Association as are set forth in the Declaration, or in the Bylaws, and rules and regulations adopted by the Association.

Section 11.2 Utility Easements. On each Lot, easements are reserved as provided by the Plat Map and applicable laws, ordinances and other governmental rules and regulations for utility installation and maintenance, including but not limited to, underground electric power, telephone, water, sewer, drainage, gas and accessory equipment, together with the right to enter upon the Lots at all times for said purposes. Within these easements, no Structure, planting, or other material shall be placed or permitted to remain which may damage, interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot, and all improvements thereon, shall be maintained continuously by the Owner of each Lot, except for those improvements for which a public authority or utility company is responsible.

Section 11.3 Reciprocal Private Road Easements and Public Use of Streets. Each Owner shall have a non-exclusive perpetual easement for access, ingress, egress and utilities over and along any roadway shown on the Plat Map and legally described on said Plat Map. The Owners of land within the Property, their tenants, guests and invites shall have a non-exclusive perpetual easement for access, ingress, egress and utilities over and along the private roadway.

Section 11.4 Skagit County. Skagit County shall have access to all roads and utilities easements for emergency and maintenance purposes.

Section 11.5 View Corridor Covenants. Each Lot Owner hereby covenants to maintain any Structure, tree, vegetation, or other landscaping including within the Open Space so as not to obstruct the View Corridor of other Lot Owners for the purpose of preserving each Lot Owner's scenic view as of the date the Lot Owner benefitting from the View Corridor acquired their Lot (the "Benchmark"). The current Owner of each Lot is responsible for documenting the Benchmark as of the date they acquire their Lot with dated documentary evidence, including without limitation video recording or photographing the View Corridor. Copies of such documentation shall be provided to the Association and retained by the Lot Owner reasonably concurrent with the acquisition of ownership. The Benchmark for each View Corridor is reset as of the date of the transfer of the Property to a new owner, excluding mere changes in identity (such as transfers to a trustee of which the existing Lot Owner is the sole beneficiary, or transfers to a business entity of which the Lot Owner is the sole beneficial owner).

Section 11.5.1 Each Lot Owner shall have the right to require any other Owner of any Lot affected by such Lot Owner's View Corridor to remove structures or vegetation not in compliance with the covenant set forth herein. Responsibility for the cost of removal or trimming shall be borne by the Lot Owner benefitting from the View Corridor, unless the trees or vegetation to be removed or trimmed were planted by the affected Lot Owner, in which case that Lot Owner shall bear the responsibility of regular maintenance and the cost of removal or trimming. In order to exercise the rights provided herein for Lot Owners failing to reach mutual agreement on view corridor issues, the Lot Owner benefitting from the View Corridor must deliver written notice of demand by certified mail to the affected Lot Owner clearly describing the specific violation and the proposed action. The description of the proposed action shall include clear identification of each tree to be cut or limbed. The affected Lot Owner shall have sixty (60) days after confirmation of receipt of notice of demand to come to an agreement, after which time either party may appeal the requested action to the ACC as provided in Section 11.5.3.

Section 11.5.2 In the exercise of its rights herein, the Lot Owner benefitting from the View Corridor if contracting or performing the work agrees to (i) minimize, to the extent practical, interference with the access to and the operation, occupation, and use of the affected Lot Owner's property; (ii) when any actual work is undertaken on the affected Lot Owner's property, pursue the same diligently to completion in a safe and workmanlike manner, keep the affected area free and clear of excessive debris on a daily basis, and erect

barriers in and around all affected areas in order to ensure safety of persons and protection of property; and (ii) promptly repair any damage caused to the affected Lot Owner's property or improvements (including general clean-up and proper surface and/or subsurface restoration) as a result of the Lot Owner's activities. Additionally, the Lot Owner benefitting from the View Corridor, if contracting or performing the work, hereby agrees to indemnify, defend and hold the affected Lot Owner harmless from and against any and all damages, claims, liabilities, or expenses (including attorneys' fees incurred with or without litigation or on appeal) for property damage or personal injury arising out of or in any way relating to negligence or intentional misconduct on the part of the Lot Owner benefitting from the View Corridor or its employees, agents, contractors, or subcontractors pertaining to any activity undertaken in connection with the rights granted to them herein. The foregoing indemnities shall bind the assignees and successors of the parties.

Section 11.5.3 Lot Owners failing to come to an agreement on view corridor issues shall have the right to appeal to the ACC. No particular form is required for providing notice of appeal but the ACC is hereby authorized to adopt an appeal form and articulate such procedures for appeal as it may determine in its discretion, provided that the Lot Owners are given notice of such forms and procedures. If notice of appeal is timely delivered by the affected Lot Owner, the ACC shall review documentation of the Benchmark provided by the Lot Owner(s) and determine whether the proposed action is consistent with the rights granted to the Lot Owners in connection with this Section 11.5. The ACC may, at the request of either party, refer the decision to an arbitrator pursuant to the procedures set forth in Section 8.3, and the Lot Owner who prevails at such arbitration shall be awarded their reasonable costs arising in connection with the appeal, including attorneys' fees and the costs of arbitration. The decision of the arbitrator shall be final and binding and is the exclusive remedy for enforcing any rights arising in connection with View Corridors.

ARTICLE 12

ABANDONMENT OF SUBDIVISION STATUS

Section 12.1 **Duration of Covenants.** The covenants contained herein shall run with and bind the land and be perpetual, unless modified by an instrument executed in accordance with Article 13.

Section 12.2 **Abandonment at Subdivision Status.** The Association shall not, without the prior written approval of the governmental entity having jurisdiction over the Property and without prior written approval of 100% of all first Mortgagees and Owners of record, seek by act or omission to abandon or terminate the subdivision status of the Property as approved by the governmental entity having appropriate jurisdiction over the Property.

ARTICLE 13

AMENDMENT OF DECLARATION OR PLAT MAP

Section 13.1 **Declaration Amendment.** Amendments to this Declaration shall be made by an instrument in writing entitled "Amendment to Declaration" which sets forth the entire amendment. Amendments must be approved by Lot Owners, having over 67% of the votes. The Lot Owners' approval may be obtained by a special vote of the Lot Owners of the Property at a meeting of the Association or by mail or other means as provided by applicable law, or by the acknowledged signatures of the requisite percentage of Lot Owners. If the amendment is adopted at a meeting of the Association, it shall bear the acknowledged signatures of the president of the Association and shall be attested to by the secretary, who shall describe the manner of adoption. It is specifically covenanted and understood that any amendment to this Declaration properly adopted will be completely effective to amend any or all of the covenants, conditions, restrictions, and reservations contained herein which may be affected and any or all clauses of this Declaration unless otherwise specifically provided in the section being amended or the amendment itself.

Section 13.2 **Plat Map.** Except as otherwise provided herein, the Plat Map may be amended by revised versions or revised portions thereof referred to and described as to affect in an amendment to the Declaration adopted as provided for in Section 13.1. Copies of any such proposed amendment to the Plat Map shall be made available for the examination of every Owner. Such an amendment to the Plat Map shall be effective, once properly adopted, upon having received any governmental approval required by law and recorded in the appropriate city or county offices in conjunction with the Declaration amendment.

ARTICLE 14
INSURANCE

The Board shall have authority in the exercise of its discretion to obtain and maintain from time to time as a common expense, bonds of fidelity coverage for Association Board Members, officers, employees or agents, and such other insurance the Board may deem advisable.

ARTICLE 15
MISCELLANEOUS

Section 15.1 Notices. Any written notice, or other documents including votes, as required by this Declaration, may be delivered personally, by certified mail, or electronically to the address on record. If by mail, such notice, unless expressly provided for herein to the contrary with regard to the type of notice being given, shall be deemed to have been delivered and received 48 hours after a copy thereof has been deposited in the United States mail, postage prepaid.

Section 15.2 Conveyance: Notice Required. The right of an Owner to sell, transfer, or otherwise convey their Lot shall not be subject to any right of approval, disapproval, first refusal, or similar restriction by the Association or the Board, or anyone acting on their behalf. If a Lot is being sold, the Board shall have the right to notify the purchaser, the title insurance company, and the closing agent of the amount of unpaid Assessments and charges, and penalties outstanding against the Lot, whether or not such information is requested.

Section 15.3 Successors and Assigns. This Declaration shall be binding upon and shall inure to the benefit of the heirs, personal representatives, and assignees of the Member.

Section 15.4 Joint and Several Liability. In the case of joint ownership of a Lot, the liability of each of the Owners thereof in connection with the liabilities and obligations of Owners, set forth in or imposed by this Declaration, shall be joint and several.

Section 15.5 Hold Harmless Clause. The Association shall hereby hold harmless both the Skagit County and Fire District Number 13 from any legal action and/or suit resulting from a parked vehicle or vehicles restricting emergency response to a residence(s) or individual(s) in The Estates at Summit Park.

Section 15.6 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

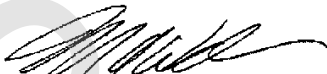
Section 15.7 Document Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation and maintenance of the Property.

Section 15.8 Captions. Captions given to the various articles and sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof.

Section 15.9 Effective Date. The Declaration shall take effect upon recording.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the undersigned President and Secretary of the Estates at Summit Park have signed this Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Reservations as of the dates below:

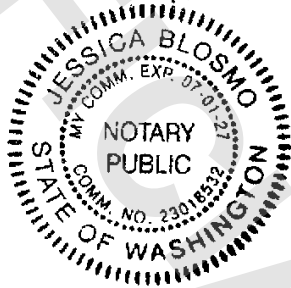


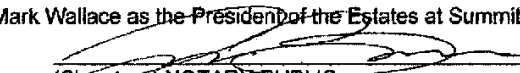
Mark Wallace, President
Date: 14 Dec 2023

STATE OF WASHINGTON }
COUNTY OF SKAGIT } §

Signed before me on the date specified below by Mark Wallace as the President of the Estates at Summit Park.

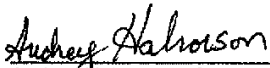
{Stamp}





(Signature) NOTARY PUBLIC
Date: 12/14/23
My commission expires: 7/01/27

The undersigned Secretary of the Estates at Summit Park hereby attests that this Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Reservations was approved by 76% of the Lot Owners (19 in favor, 5 against, and 1 abstaining) pursuant to a vote of the Members by ballots mailed November 13, 2023, and counted and certified December 11, 2023, in accord with RCW 64.38.120(6).

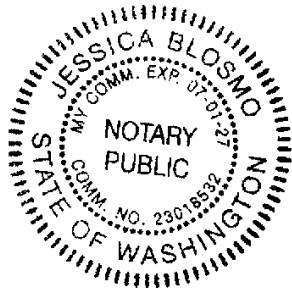



Audrey Halvorson, Secretary
Date: 12/14/2023

STATE OF WASHINGTON }
COUNTY OF SKAGIT } §

Signed before me on the date specified below by Audrey Halvorson as the Secretary of the Estates at Summit Park.

{Stamp}





(Signature) NOTARY PUBLIC
Date: 12/14/23
My commission expires: 7/01/27

Exhibit A
LEGAL DESCRIPTIONS

LOT 1, PLAT OF ESTATES AT SUMMIT PARK, DIVISION 1, AS PER PLAT RECORDED IN VOLUME 16 OF PLATS, PAGE 145 AND 146, RECORDS OF SKAGIT COUNTY, WASHINGTON.

LOT 2, PLAT OF ESTATES AT SUMMIT PARK, DIVISION 1, AS PER PLAT RECORDED IN VOLUME 16 OF PLATS, PAGE 145 AND 146, RECORDS OF SKAGIT COUNTY, WASHINGTON.

LOT 3, PLAT OF ESTATES AT SUMMIT PARK, DIVISION 1, AS PER PLAT RECORDED IN VOLUME 16 OF PLATS, PAGE 145 AND 146, RECORDS OF SKAGIT COUNTY, WASHINGTON.

LOT 4, PLAT OF ESTATES AT SUMMIT PARK, DIVISION 1, AS PER PLAT RECORDED IN VOLUME 16 OF PLATS, PAGE 145 AND 146, RECORDS OF SKAGIT COUNTY, WASHINGTON.

LOT 5, PLAT OF ESTATES AT SUMMIT PARK, DIVISION 1, AS PER PLAT RECORDED IN VOLUME 16 OF PLATS, PAGE 145 AND 146, RECORDS OF SKAGIT COUNTY, WASHINGTON.

LOT 6, PLAT OF ESTATES AT SUMMIT PARK, DIVISION 1, AS PER PLAT RECORDED IN VOLUME 16 OF PLATS, PAGE 145 AND 146, RECORDS OF SKAGIT COUNTY, WASHINGTON. EXCEPT THAT PORTION DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 6, SAID POINT BEING ALSO THE NORTHWEST CORNER OF LOT 1, PLAT OF ESTATES AT SUMMIT PARK DIVISION II, AS PER PLAT RECORDED IN VOLUME 16 OF PLATS, PAGES 162 AND 163, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE SOUTHERLY ALONG THE COMMON LINE BETWEEN SAID LOTS 1 AND 6 ON THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 0-19-51 EAST, A DISTANCE OF 90.61 FEET TO THE TRUE POINT OF BEGINNING OF THIS PROPERTY DESCRIPTION; THENCE CONTINUING SOUTH 0-19-51 EAST, A DISTANCE OF 118.05 FEET; THENCE SOUTH 23-31-50 WEST, A DISTANCE OF 136.30 FEET TO A POINT ON SAID COMMON LOT LINE WHICH BEARS SOUTH 12-28-06 WEST, A DISTANCE OF 248.88 FEET FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 12-28-06 EAST, DEPARTING FROM SAID COMMON LOT LINE, A DISTANCE OF 248.88 FEET TO THE TRUE POINT OF BEGINNING.

LOT 1, PLAT OF ESTATES AT SUMMIT PARK, DIVISION II, AS PER PLAT RECORDED IN VOLUME 16 OF PLATS, PAGES 162 AND 163, RECORDS OF SKAGIT COUNTY, WASHINGTON. TOGETHER WITH THAT PORTION OF LOT 6, PLAT OF ESTATES AT SUMMIT PARK, DIVISION 1, AS PER PLAT RECORDED IN VOLUME 16 OF PLATS, PAGES 145 AND 146, RECORDS OF SKAGIT COUNTY, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 6, SAID POINT BEING ALSO THE NORTHWEST CORNER OF LOT 1, PLAT OF ESTATES AT SUMMIT PARK DIVISION II, AS PER PLAT RECORDED IN VOLUME 16 OF PLATS, PAGES 162 AND 163, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE SOUTHERLY ALONG THE COMMON LINE BETWEEN SAID LOTS 1 AND 6 ON THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 0-19-51 EAST, A DISTANCE OF 90.61 FEET TO THE TRUE POINT OF BEGINNING OF THIS PROPERTY DESCRIPTION; THENCE CONTINUING SOUTH 0-19-51 EAST, A DISTANCE OF 118.05 FEET; THENCE SOUTH 23-31-50 WEST, A DISTANCE OF 136.30 FEET TO A POINT ON SAID COMMON LOT LINE WHICH BEARS SOUTH 12-28-06 WEST, A DISTANCE OF 248.88 FEET FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 12-28-06 EAST, DEPARTING FROM SAID COMMON LOT LINE, A DISTANCE OF 248.88 FEET TO THE TRUE POINT OF BEGINNING.

LOT 2, PLAT OF ESTATES AT SUMMIT PARK, DIVISION II, AS PER PLAT RECORDED IN VOLUME 16 OF PLATS, PAGES 162 AND 163, RECORDS OF SKAGIT COUNTY, WASHINGTON.

LOT 3, PLAT OF ESTATES AT SUMMIT PARK, DIVISION II, AS PER PLAT RECORDED IN VOLUME 16 OF PLATS, PAGES 162 AND 163, RECORDS OF SKAGIT COUNTY, WASHINGTON.

LOT 4, PLAT OF ESTATES AT SUMMIT PARK, DIVISION II, AS PER PLAT RECORDED IN VOLUME 16 OF PLATS, PAGES 162 AND 163, RECORDS OF SKAGIT COUNTY, WASHINGTON.

LOT 5, PLAT OF ESTATES AT SUMMIT PARK, DIVISION II, AS PER PLAT RECORDED IN VOLUME 16 OF PLATS, PAGES 162 AND 163, RECORDS OF SKAGIT COUNTY, WASHINGTON.

LOT 6, PLAT OF ESTATES AT SUMMIT PARK, DIVISION II, AS PER PLAT RECORDED IN VOLUME 16 OF PLATS, PAGES 162 AND 163, RECORDS OF SKAGIT COUNTY, WASHINGTON. TOGETHER WITH THAT PORTION OF LOT 7 OF SAID PLAT DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 7; THENCE NORTH 62 DEGREES 32' 51' WEST, ALONG THE NORTH LINE OF SAID LOT AND THE SOUTH MARGIN OF SOUTH RIDGE PLACE, 83.66 FEET; THENCE SOUTH 21 DEGREES 01' 33' WEST, 54.44 FEET; THENCE SOUTH 12 DEGREES 04' 57' WEST, 70.72 FEET; THENCE SOUTH 30 DEGREES 27' 49' WEST, 144.76 FEET TO AN ANGLE POINT IN THE EAST LINE OF SAID LOT WHICH LIES SOUTH 41 DEGREES 25' 51' WEST, 275.00 FEET FROM THE POINT OF BEGINNING; THENCE NORTH 41 DEGREES 25' 51' EAST, ALONG SAID EAST LINE, 275.00 FEET TO THE POINT OF BEGINNING.

LOT 7, PLAT OF ESTATES AT SUMMIT PARK, DIVISION II, AS PER PLAT RECORDED IN VOLUME 16 OF PLATS, PAGES 162 AND 163, RECORDS OF SKAGIT COUNTY, WASHINGTON. EXCEPT THAT PORTION OF SAID LOT 7 OF SAID PLAT DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 7; THENCE NORTH 62 DEGREES 32' 51' WEST, ALONG THE NORTH LINE OF SAID LOT AND THE SOUTH MARGIN OF SOUTH RIDGE PLACE, 83.66 FEET; THENCE SOUTH 21 DEGREES 01' 33' WEST, 54.44 FEET; THENCE SOUTH 12 DEGREES 04' 57' WEST, 70.72 FEET; THENCE SOUTH 30 DEGREES 27' 49' WEST, 144.76 FEET TO AN ANGLE POINT IN THE EAST LINE OF SAID LOT WHICH LIES SOUTH 41 DEGREES 25' 51' WEST, 175.00 FEET FROM THE POINT OF BEGINNING; THENCE NORTH 41 DEGREES 25' 51' EAST, ALONG SAID EAST LINE, 275.00 FEET TO THE POINT BEGINNING.

LOT 8, PLAT OF ESTATES AT SUMMIT PARK, DIVISION II, AS PER PLAT RECORDED IN VOLUME 16 OF PLATS, PAGES 162 AND 163, RECORDS OF SKAGIT COUNTY, WASHINGTON.

LOT 1, PLAT OF ESTATES AT SUMMIT PARK DIVISION III, AS PER PLAT RECORDED IN VOLUME 17 OF PLATS, PAGES 22 THROUGH 25, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON. INCLUDES SECOND CLASS TIDE LANDS.

LOT 2, PLAT OF ESTATES AT SUMMIT PARK DIVISION III, AS PER PLAT RECORDED IN VOLUME 17 OF PLATS, PAGES 22 THROUGH 25, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON. INCLUDES SECOND CLASS TIDE LANDS.

LOT 3, PLAT OF ESTATES AT SUMMIT PARK DIVISION III, AS PER PLAT RECORDED IN VOLUME 17 OF PLATS, PAGES 22 THROUGH 25, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON. INCLUDES SECOND CLASS TIDE LANDS.

LOT 4, PLAT OF ESTATES AT SUMMIT PARK DIVISION III, AS PER PLAT RECORDED IN VOLUME 17 OF PLATS, PAGES 22 THROUGH 25, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON. INCLUDES SECOND CLASS TIDE LANDS.

LOT 5, PLAT OF ESTATES AT SUMMIT PARK DIVISION III, AS PER PLAT RECORDED IN VOLUME 17 OF PLATS, PAGES 22 THROUGH 25, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON. INCLUDES SECOND CLASS TIDE LANDS.

LOT 6, PLAT OF ESTATES AT SUMMIT PARK DIVISION III, AS PER PLAT RECORDED IN VOLUME 17 OF PLATS, PAGES 22 THROUGH 25, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON.

LOT 8, PLAT OF ESTATES AT SUMMIT PARK DIVISION III, AS PER PLAT RECORDED IN VOLUME 17 OF PLATS, PAGES 22 THROUGH 25, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON.

LOT 9, PLAT OF ESTATES AT SUMMIT PARK DIVISION III, AS PER PLAT RECORDED IN VOLUME 17 OF PLATS, PAGES 22 THROUGH 25, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON. TOGETHER WITH THAT PORTION OF LOT B, OF SKAGIT COUNTY SHORT PLAT ALTERATION NUMBER PL17-0576, RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NUMBER 201809110043, BEING AN ALTERATION

OF LOTS A AND B OF SKAGIT COUNTY SHORT PLAT NUMBER PL07-0190, RECORDED UNDER AUDITOR'S FILE NUMBER 200903040071, LOCATED IN SECTION 9, TOWNSHIP 34 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT B, WHICH SAID CORNER IS COMMON TO THE NORTHEAST CORNER OF LOT 9, ESTATES AT SUMMIT PARK DIVISION III, AS RECORDED UNDER AUDITORS FILE NO. 9810070047; THENCE SOUTH 88-12-48 EAST, ALONG THE NORTH LINE OF SAID LOT B, A DISTANCE OF 158.40 FEET; THENCE SOUTH 13-11-36 WEST, A DISTANCE OF 336.85 FEET TO AN ANGLE POINT ON THE WEST LINE OF SAID LOT B, BEING A COMMON ANGLE POINT ON THE EAST LINE OF SAID LOT 9; THENCE NORTH 13-45-41 WEST, ALONG THE WEST LINE OF SAID LOT B AND THE EAST LINE OF SAID LOT 9, A DISTANCE OF 342.54 FEET TO THE NORTHWEST CORNER OF SAID LOT B AND THE POINT OF BEGINNING.

LOT 10, PLAT OF ESTATES AT SUMMIT PARK DIVISION III, AS PER PLAT RECORDED IN VOLUME 17 OF PLATS, PAGES 22 THROUGH 25, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON.

LOT A, SKAGIT COUNTY SHORT PLAT ALTERATION NO. PL17-0576, RECORDED UNDER AUDITOR'S FILE NO. 201809110043, BEING AN ALTERATION OF LOTS A AND B, SKAGIT COUNTY SHORT PLAT PL07-0190, RECORDED UNDER AUDITOR'S FILE NO. 200903040070, BEING A PORTION OF LOT 7, PLAT OF ESTATES AT SUMMIT PARK DIVISION III, AS PER PLAT RECORDED IN VOLUME 17 OF PLATS, PAGES 22 THROUGH 25, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON.

LOT B, SKAGIT COUNTY SHORT PLAT ALTERATION NUMBER PL17-0576, RECORDED UNDER AUDITOR'S FILE NUMBER 201809110043, BEING AN ALTERATION OF LOTS A AND B OF SKAGIT COUNTY SHORT PLAT NUMBER PL07-0190, RECORDED UNDER AUDITOR'S FILE NUMBER 200903040071, LOCATED IN SECTION 9, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M.; EXCEPT THAT PORTION THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT B, WHICH SAID CORNER IS COMMON TO THE NORTHEAST CORNER OF LOT 9, ESTATES AT SUMMIT PARK DIVISION III, AS RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 9810070047; THENCE SOUTH 88-12-48 EAST, ALONG THE NORTH LINE OF SAID LOT B, A DISTANCE OF 158.40 FEET; THENCE SOUTH 13-11-36 WEST, A DISTANCE OF 336.85 FEET TO AN ANGLE POINT ON THE WEST LINE OF SAID LOT B, BEING A COMMON ANGLE POINT ON THE EAST LINE OF SAID LOT 9; THENCE NORTH 13-45-41 WEST, ALONG THE WEST LINE OF SAID LOT B AND THE EAST LINE OF SAID LOT 9, A DISTANCE OF 342.54 FEET TO THE NORTHWEST CORNER OF SAID LOT B AND THE POINT OF BEGINNING.

ALL SITUATED IN SKAGIT COUNTY, STATE OF WASHINGTON.