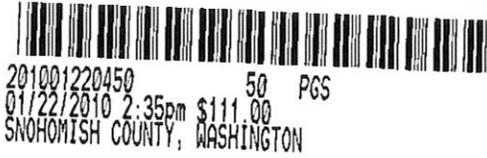


**Amended Declaration of Restrictive
Covenants for Jordan River Trails**

**Recorded on January 22, 2010
Snohomish County, Washington**

Return Address:
Stephen W. Hansen
Hansen, McConnell & Pellegrini
1636 Third Street
Marysville, WA 98270



Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document <u>must</u> be filled in) 1. Amended Declaration of Restrictive Covenants for Jordan River Trails 2.
Reference Number(s) of Documents assigned or released: 1743217, 1919326, 8703240072, 9307301231 Additional reference #'s on page _____ of document ↑ original covenants
Grantor(s) (Last name first, then first name and initials) 1. Jordan Maintenance Company 2. <input type="checkbox"/> Additional names on page _____ of document
Grantee(s) (Last name first, then first name and initials) 1. Public 2. <input type="checkbox"/> Additional names on page _____ of document
Legal description (abbreviated: i.e. lot, block, plat or section, township, range) The Plat of Jordan River Trails, Division No. 1, according to the plat thereof recorded in Volume 24 of Plats, Pages 27, 28 and 29, Division No. 2, according to the plat thereof recorded in Volume 25 of Plats, Pages 64 & 65, and Division No. 3, according to the plat thereof recorded in Volume 25 of Plats, Pages 107 & 108, records of Snohomish County, Washington. SITUATE in the County of Snohomish, State of Washington. <input type="checkbox"/> Additional legal is on page _____ of document
Assessor's Property Tax Parcel/Account Number(s) 00482900000100 through 00482900008700; 00483000000100 through 00483000007800; and 00483100000100 through 00483100002200 <input type="checkbox"/> Assessor Tax # not yet assigned
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

AMENDED DECLARATION OF RESTRICTIVE COVENANTS		
	TABLE OF CONTENTS	Page:
ARTICLE I	DEFINITIONS	1
ARTICLE II	JORDAN MAINTENANCE COMPANY	3
2.1	<i>The Association</i>	3
2.2	Membership	3
2.3	Voting Rights	4
2.3.1	Generally	4
2.3.2	Voting By Mail or Electronically	4
2.4	Approval by Members	4
2.5	Adjustment of Voting Rights	5
2.6	Vesting of Voting Rights	5
2.7	Suspension of Voting Rights	5
2.8	Transfer	5
2.9	Management and Administration of Association	6
2.9.1	Board of Trustees	6
2.9.1.1	Number	6
2.9.1.2	Term	6
2.9.1.3	Removal of a Trustee	6
2.9.1.4	Vacancies	7
2.9.2	Powers of the Board of Trustees	7
2.9.3	Duties of the Board of Trustees	9
2.10	Repair of Willful or Negligent Damage to Common Property	10
2.11	Limitations on Contracts	11
2.12	Licenses, Easements and Rights-of-Way	11
2.13	Association Rules and Regulations	11
2.14	Insurance	12
2.14.1	Liability Insurance	12
2.14.2	Fire Insurance	12
2.14.3	Worker's Compensation and other Association Insurance	12
2.14.4	Provision to Adjust Losses	13
2.14.5	Trustee and Officer Liability Insurance	13
2.14.6	Lot Owner's Liability Insurance	13
ARTICLE III	PROPERTY RIGHTS IN THE COMMON PROPERTY	13
3.1	Extent of Common Property	13
3.1.1	Common Property	13
3.1.2	Storm Drainage System	14
3.2	Members' and Lot Owners' Easements	14
3.2.1	Members' Easements of Enjoyment	14
3.2.2	Builders' Easements	14
3.3	Title to Common Property	14
3.4	Extent of Members' and Lot Owners' Easements	15

ORIGINAL

AMENDED DECLARATION OF RESTRICTIVE COVENANTS		
	TABLE OF CONTENTS	Page:
ARTICLE III	PROPERTY RIGHTS IN THE COMMON PROPERTY	15
3.5	Leasing by Members and Delegation of Use	15
ARTICLE IV	COVENANT FOR DUES AND ASSESSMENTS	16
4.1	Creation of the Lien and Personal Obligation of Dues and Assessments	16
4.2	Purpose of Dues	17
4.3	Dues	18
4.3.1	Amount of Dues	18
4.3.2	<i>Rejection of Budget by Members</i>	20
4.3.3	Commencement of Dues for the Annexed Property	20
4.3.4	No Waiver	20
4.3.5	Records	20
4.4	Assessments	21
4.5	Default in Payment of Dues and Assessments; Remedies	21
4.5.1	Foreclosure Procedure	22
4.6	Mortgagee's Rights	23
4.6.1	<i>Subordination of the Lien to Mortgagees</i>	23
4.6.2	Mortgagee's Right to Examine Books and Records	23
4.6.3	Priority in Distribution of Insurance and Condemnation Proceeds	23
4.6.4	Lien Not Invalidated	23
4.6.5	Right to Appear at Meetings	24
4.6.6	Exempt Property	24
4.7	Right of Association to Pay Liable Charges on Property Subject to Association Lien	24
ARTICLE V	RESTRICTIONS ON USE OF PROPERTY BY OCCUPANTS	25
5.1	Maintenance of Animals	25
5.2	Mineral Extraction	25
5.3	Nuisances	25
5.4	Storage of Items, Inoperable Vehicles	26
5.5	Trash	26
5.6	Construction, Maintenance	26
5.7	Leasing	27
5.8	Entry Gates	27
5.9	Further Subdivision	27
5.10	Residential Businesses	27
5.11	Water Diversion	27
5.12	Trailers, Recreational Vehicles and Tents	27
5.13	Motorcycles and All-Terrain Vehicles	28
ARTICLE VI	ARCHITECTURAL CONTROL	28
6.1	Board Authority	28
6.2	<i>Architectural Control</i>	28

AMENDED DECLARATION OF RESTRICTIVE COVENANTS		
	TABLE OF CONTENTS	Page:
ARTICLE VI	ARCHITECTURAL CONTROL	29
6.3	Restrictions on Construction, Maintenance and Improvements	29
6.3.1	Building Materials	29
6.3.2	Single Family Dwellings	29
6.3.3	Construction	29
6.3.3.1	Contractor	29
6.3.3.2	Construction Times and Duration	29
6.3.3.3	Occupancy	30
6.3.3.4	Conformance With Codes	30
6.4	Approval Procedures	30
6.4.1	Submission	30
6.4.2	Meetings of the Board	30
6.4.3	Decisions of the Board Under This Article	31
6.4.4	Inspection of Work	31
6.4.5	Nonliability of Board Members	32
6.4.6	Appeal	33
6.4.7	Violations	33
ARTICLE VII	MAINTENANCE OF OBLIGATIONS	34
7.1	Maintenance by Association	34
7.2	Maintenance of Public Utilities	34
7.3	Vacant Lots	35
7.4	Maintenance by Lot Owners	35
7.4.1	Developed Lots	35
7.4.2	Reasonable Notice	35
ARTICLE VIII	VIEW OBSTRUCTION	36
ARTICLE IX	COVENANTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS RUN WITH THE LAND	36
ARTICLE X	ANNEXATION OF ADDITIONAL PROPERTY	36
10.1	Effective Date of Annexation	36
10.2	Rights and Obligations	36
ARTICLE XI	ENFORCEMENT, REMEDIES, AND WAIVER	37
11.1	Enforcement	37
11.2	Remedies	37
11.3	Right to Enter	37
11.4	Waiver	38
ARTICLE XII	GENERAL PROVISIONS	38
12.1	Personal Property	38
12.2	Audit	38

AMENDED DECLARATION OF RESTRICTIVE COVENANTS		
	TABLE OF CONTENTS	Page:
ARTICLE XII	GENERAL PROVISIONS	39
12.3	Compensation of Board Members, Officers and Committee Members	39
12.4	Indemnification	39
12.5	Limitation of Liability	40
12.6	Amendment of Declaration	40
12.7	No Partition of Common Areas	40
12.8	Requirement for Estoppel Certificate	41
12.9	Notices	41
12.10	Attorneys' Fees	41
12.11	Gender	42
12.12	Severability	42
12.13	Effect of Municipal Ordinances	42
12.14	Interpretation of Covenants	42

**AMENDED DECLARATION OF RESTRICTIVE COVENANTS FOR
JORDAN RIVER TRAILS**

This AMENDED DECLARATION OF RESTRICTIVE COVENANTS (hereafter referred to simply as "Declaration") shall be effective commencing the 20th day of August, 2009, and it shall amend, supersede and replace in the entirety: (1) the original RESTRICTIONS dated December 1, 1964 (recording number 1743217), (2) the amended RESTRICTIONS dated 12/6/66 (recording number 1919326), (3) the amended RESTRICTIONS dated 3/21/87 (recording number 8703240072), (4) the AMENDED DECLARATION OF RESTRICTIONS APPLICABLE TO JORDAN RIVER TRAILS (recording number 9307301231) and (5) all other covenants, restrictions and conditions (or amendments thereto) attaching to the below-described property in question adopted prior to the aforesaid effective date hereof.

RECITALS

- A. Declarant refers to Jordan Maintenance Company, a Washington nonprofit corporation.
- B. The real property subject to this Declaration is located in Snohomish County, Washington and legally described in **Exhibit A**. Such property is known as JORDAN RIVER TRAILS.
- C. Declarant desires JORDAN RIVER TRAILS to be subject to the covenants, conditions and restrictions set forth in this Declaration.

NOW, THEREFORE, JORDAN RIVER TRAILS is declared to be, and shall be, held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations which shall run with the land and shall be a burden upon and benefit to any person, firm, corporation or entity of any kind whatsoever having any right, title or interest in JORDAN RIVER TRAILS or any part thereof, and binding all heirs, successors and assigns.

**ARTICLE I
DEFINITIONS**

The following words when used in this Declaration or any amendment to this Declaration shall be defined as set forth in this Article I:

"Association" shall mean Jordan Maintenance Company, a Washington nonprofit corporation, whose members are the owners of lots within Jordan River Trails.

ARTICLE I DEFINITIONS

"Board" shall mean the Board of Trustees of the Association.

"Bylaws" shall mean the Bylaws of the Association.

"Common Property" shall mean all land and/or facilities now or hereafter owned by the Association consisting of some or all of the following: private community roads, jogging, bicycling and walking trails, view-points, playground areas and equipment, landscaping, pools, entrances to the community, open spaces, greenbelts, and all other areas which are designated as common property or are otherwise obtained or maintained by the Association for the common use or enjoyment of the community. Common Property does not include member lots, title to which is acquired by the Association pursuant to lien foreclosure unless the same are to be retained by the Association for community use.

"Declaration" shall mean this instrument, as the same may be hereafter amended from time to time.

"Delinquent" shall be as defined in **Article 4** below.

"Jordan River Trails" shall mean: (i) the real property legally described on **Exhibit A** and (ii) additional real property which may subsequently become subject to this Declaration, as herein provided.

"Improved Lot" shall mean any Lot on which a habitable structure, either residential or commercial, has been constructed.

"Lot" shall mean any single family residential lot located within Jordan River Trails.

"Lot Owner" shall mean any one or more persons or entities who or which hold the record fee interest in any Lot and shall include persons or entities owning a vendee's interest under, or by reason of, a contract of purchase or real estate contract, but shall not include the holder of a vendee's interest in any Lot under a purchase and sale agreement for which no closing has occurred or option agreement nor the holder of an interest in any Lot for security purposes, nor the holder of a vendor's interest in any Lot subject to a contract of sale after the recordation of that contract.

"Member" or "Members" shall mean every Lot Owner whose Lot is subject to dues under this Declaration unless expressly stated or plainly intended otherwise.

ARTICLE I DEFINITIONS

"Mortgagee" shall mean any bank or other institutional lender holding a mortgage or deed of trust security on any Lot which mortgage is in a first lien position.

"Rules and Regulations" shall mean those rules and regulations adopted by the Board in accordance with Section 2.13 hereof.

"Single Family Lot" shall mean any lot, which is designated on the plat for Jordan River Trails filed with the Snohomish County Auditor for development with a single family detached house and for single family residential uses.

ARTICLE II JORDAN MAINTENANCE COMPANY

2.1 The Association

The Association is incorporated as a Washington nonprofit corporation organized to further and promote the common interests of property owners in Jordan River Trails, and to provide for the maintenance of the Common Property and the management of Jordan River Trails and the enforcement of this Declaration. The Association, through the Board, shall have such powers in the furtherance of its purposes as are set forth in this Declaration, its Articles of Incorporation and Bylaws, together with such other and further powers, not inconsistent with the provisions with the aforesaid documents, granted under Washington law including, without limitation, Chapter 24.03, Revised Code of Washington.

2.2 Membership

Every Lot Owner whose Lot is subject to dues under this Declaration shall be a Member of the Association.

**ARTICLE II
JORDAN MAINTENANCE COMPANY**

2.3 Voting Rights

2.3.1 Generally

Votes shall be assigned to Members as follows:

Members shall be assigned one vote for each annual assessment amount payable in accordance with the formula set forth below in **Section 4.3.1**. If more than one person holds an ownership interest in any Lot(s), all such persons shall be Members, but the assigned votes shall be cast in such manner as the persons holding such interest(s) shall determine among themselves; provided that in no event shall more than one (1) vote be cast with respect to each assessment regardless of the number of Members with an ownership interest. If such persons with ownership interests cannot determine among themselves how the vote will be cast, no vote will be cast by those persons with respect to the assessment applicable to such Lot(s) on the particular issue in question. The Association shall be entitled to accept, and rely upon, the vote as cast as representing the undisputed vote of all persons owning an interest in the Lot(s) in question.

2.3.2 Voting By Mail or Electronically

Voting by mail and/or electronic transmission (e.g., email) may be authorized by the Bylaws. If the Bylaws authorize such voting by mail and/or an electronic transmission and if a particular vote is, upon approval of the Board, undertaken by mail and/or an electronic transmission, all votes validly cast by mail and/or electronic transmission shall be deemed present for all purposes of quorum, count of votes and percentages of total voting power in accordance with RCW 24.03.085 and RCW 24.03.090.

2.4 Approval by Members

Any action by the Association which must have the approval of the Membership of the Association before being undertaken shall require the vote or written assent of a majority of the Membership unless a specific provision of this Declaration or of the Bylaws or Articles of the Association requires the approval of a greater percentage of the voting Membership. If a particular action can be taken by vote at an annual or special meeting of the Membership, a majority of a quorum of the Membership shall suffice. For purpose of the Section, a majority or a quorum of the Membership shall mean fifty-one percent (51%) or more.

ARTICLE II
JORDAN MAINTENANCE COMPANY

2.5 Adjustment of Voting Rights

The voting rights in the Association shall be adjusted once a month on the first day of each month. At that time voting rights shall be adjusted to take into account all new Members since the most recent adjustment.

2.6 Vesting of Voting Rights

The voting rights attributable to any given Lot in Jordan River Trails, as provided for herein, shall not vest until the dues provided for herein below have been levied by the Association against such Lot.

2.7 Suspension of Voting Rights

The voting rights of any Member shall be suspended (without any Board or Association action), for any period during which such Member is delinquent in the payment of any dues or assessment, regardless of type, it being understood that such suspension of voting rights for nonpayment of any dues or assessment(s) shall not constitute a waiver or discharge of the Member's obligation to pay the dues or assessments provided for in this Declaration.

2.8 Transfer

Membership in the Association shall not be transferred, pledged or alienated in any way, except when done in connection with the sale, gift, devise or other transfer of fee simple title of such Lot. In the event of a sale, the Association membership may only be transferred, pledged or alienated to the bona fide purchaser or purchasers of the Lot, or to any Mortgagee (or third party purchaser) of such Lot upon a foreclosure sale. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. The Association, by decision of the Board of Trustees, may levy a reasonable transfer fee against new Members and their Lots (which fee shall be an assessment chargeable to such new Member) to reimburse the Association for the *administrative cost of transferring the memberships to the new Members on the records of the Association.*

The transfer fee levied shall never exceed ten percent (10%) of the annual dues assessment. Members must notify the Association in writing of any transfer of a Lot within seven (7) days of the recording of any transfer document. In addition, the Association may assess a penalty in the amount of One Hundred Dollars (\$100) against any Member who fails to so notify the Association in accordance with this section.

**ARTICLE II
JORDAN MAINTENANCE COMPANY**

2.9 Management and Administration of Association

2.9.1 Board of Trustees

2.9.1.1 Number

The Board shall manage and administer Jordan River Trails on behalf of the Association and shall, upon the adoption of this Amended Declaration, consist of nine (9) persons selected by majority vote of the Members. The number of Board members may in the future be increased or decreased by amending the Bylaws to so provide, but the number shall never be fewer than 3 and shall be odd to avoid deadlock.

No member who is not current with respect to monies owed to the Association (including without limitation dues and assessments) shall be eligible to run for a Trustee's position. Furthermore, any Trustee who, while serving on the Board, is found to be thirty (30) days or more delinquent with respect to monies owed to the Association (including without limitation dues and assessments) shall be disqualified to continue serving as a Trustee, and such disqualified Trustee's position shall be considered vacant to be filled in accordance with §5.3 of the Bylaws.

2.9.1.2 Term

Members entitled to vote for Trustees as provided in the Articles of Incorporation shall elect Trustees for a term of three (3) years to fill the terms of office of Trustees whose terms expire at each annual meeting. Trustees shall serve until their successors are elected and assume office.

2.9.1.3 Removal of a Trustee

If the Board receives a petition signed by at least twenty-five percent (25%) of all Members of the class of Members who elected a particular Trustee requesting that that Trustee be removed, the Board shall conduct a special election to determine whether the Trustee shall be removed. The special election shall be held not earlier than sixty (60) days and not later than ninety (90) days after the Board receives the petition. If sixty-six and two-thirds percent (66 2/3%) of all Member votes support removal of the Trustee, the Trustee shall be removed immediately and the Trustee's position shall be vacant, pending election of a successor by the Board pursuant to Section 2.9.1.4 below.

If a Trustee is not in attendance for three consecutive Board meetings, without having provided advance notice at a prior Board meeting, or notification to the President, for any of the 3 meetings, the Board may remove the Trustee from office at the next Board meeting by a majority vote of the Trustees present.

**ARTICLE II
JORDAN MAINTENANCE COMPANY**

2.9.1.4 Vacancies

In the event of death, resignation or removal of a Trustee, his or her successor shall be elected by a majority vote of the remaining Trustees. A Trustee elected to fill a vacancy shall hold office during the remainder of the term of the Trustee succeeded.

2.9.2 Powers of the Board of Trustees

In managing and administering Jordan River Trails, the Board, for and on behalf of the Association, shall have the right and power to do all things necessary to manage and control the affairs and business of the Association, as well as such other powers and duties as may be provided in the Articles of Incorporation or the Bylaws of the Association, including, but not limited to, the right and power to:

- (a) enforce the provisions of this Declaration, the Articles of Incorporation of the Association, the Bylaws of the Association and such other reasonable Rules and Regulations regarding the maintenance, administration and operation of Jordan River Trails as may be established by the Board from time to time; including the right as set forth in **Section 11.3** to enter onto any Lot as reasonably necessary to enforce such provisions;
- (b) prepare and submit to the Association estimates of the common expenses of Jordan River Trails to be payable during each fiscal year of the Association, for administration, maintenance, repair or replacement of the Common Property and such other common expenses as may be imposed by law or by this Declaration;
- (c) establish dues for Members, and make assessments upon the Lot Owners for certain expenses of Jordan River Trails as set forth in this Declaration and for the individual obligations of the Members or Lot owners, respectively, as authorized by **Article IV** hereof, and to enforce the same by any means provided by law or in equity, this Declaration or the Articles of Incorporation or the Bylaws of the Association;
- (d) order work which the Board deems necessary to the operation, maintenance, repair and replacement of the Common Property, and any additions or improvements thereto;
- (e) employ attorneys and accountants and other consultants or specialists as may be reasonably necessary or convenient to the carrying out of the functions or management and administration of Jordan River Trails and to authorize and pay for their reasonable compensation and costs incurred as common expenses;

**ARTICLE II
JORDAN MAINTENANCE COMPANY**

2.9.2 Powers of the Board of Trustees *(continued)*

- (f) obtain and maintain the kinds and amounts of insurance for Jordan River Trails and the Association as required by this Declaration, and such additional kinds or higher amounts of insurance as shall be approved by the Board and to authorize and pay the cost thereof as a common expense;
- (g) bring and defend actions at law or in equity on behalf of the Lot Owners, as their respective interests may appear, with respect to any cause of action relating to Jordan River Trails or to the Association;
- (h) take action as may be necessary or convenient for the collection of all dues or other sums assessed against any Lot Owner (including imposition of late charges for delinquent accounts) for his or her share of the expenses or for violations of this Declaration or damages as provided in this Declaration, insofar as the same may not be inconsistent with this Declaration; and to incur such expenses and attorneys' fees as may be reasonable, necessary or convenient for the accomplishment of such purpose;
- (i) retain or hire such persons, firms or corporations to exercise at the direction and on behalf of the Board and the Association such activities and functions of management and administration as the Board shall deem advisable and proper from time to time;
- (j) establish such committees as it deems useful and appropriate in order to delegate to such committees specified enforcement and oversight responsibility with respect to Declaration and Bylaw provisions and to terminate or otherwise restructure such committees once created. Board members may sit on such committees, but committee members do not have to be Board members;
- (k) borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of the Association's business; to secure the same by mortgage, deed of trust, pledge or other lien; and
- (l) to elect officers and to exercise and perform all other rights and duties respecting the management and administration of Jordan River Trails that are to be performed by the Board pursuant to this Declaration.

**ARTICLE II
JORDAN MAINTENANCE COMPANY**

2.9.2 Powers of the Board of Trustees *(continued)*

(m) impose monetary fines on Lot Owners for violations of this Declaration, the Bylaws or Association Rules in accordance with a schedule previously established per RCW 68.38.020(11). Such fines may be imposed at the Board's discretion in addition to, or as an alternative to, any other enforcement option or remedy available pursuant to this Declaration, the Bylaws or applicable law. The Board shall, however, prior to imposition of any monetary fine provide notice of such intent to the affected Lot Owner and provide such Lot Owner with an opportunity to appear at a hearing before the Board to dispute or provide input regarding the claimed violation and any proposed fine. A fine levied by the Board (following the aforesaid notice and an opportunity for hearing) shall, if not paid by the Lot Owner within 30 days following notice of the imposition of same to the Lot Owner, become a lien against the Lot Owner's Lot. Fines shall be added to the Lot Owner's existing account balance, if any, and will be subject, like delinquent dues, to bi-annual late charges levied on the Lot Owner's existing account balance until paid in full.

A hearing held under this subsection may also consider any other matters related to the same Lot Owner; provided that the Lot Owner has adequate prior notice of all matters to be considered affecting that Lot Owner.

2.9.3 Duties of the Board of Trustees

The Board shall perform and execute the following duties for and on behalf of the Association:

(a) Provide water, sewer, gas, electricity, garbage and trash collection, and other necessary utility services for the Common Property.

(b) Maintain and repair all portions of the Common Property (and any Common Property which is annexed into Jordan River Trails by recordation of a Declaration of Annexation) in a neat, clean, safe, attractive, sanitary and orderly condition at all times. If any maintenance or repairs to the Common Property are required due to the willful or negligent acts or omissions of a Lot Owner or Owners, his family, his tenants, or persons otherwise occupying his property, the Association shall levy the cost of such maintenance and repair as an assessment against the responsible Lot Owner or Lot Owners.

(c) In addition to all other provisions set forth herein respecting the maintenance of the Common Property, maintain all private on-site sewers, storm drains, water systems, private streets, parkways, entry area landscaping and monumentation facilities, in a condition comparable to the condition initially approved by the appropriate planning jurisdiction;

ARTICLE II
JORDAN MAINTENANCE COMPANY

2.9.3 Duties of the Board of Trustees *(continued)*

(d) Accept, as part of Jordan River Trails, all property included in or annexed to Jordan River Trails, in accordance with the terms and provisions of this Declaration, and accept Lot Owners whose Lots are subject to dues under this Declaration as Members of the Association. In addition, the Association shall accept all Common Property, streets and recreational areas conveyed, leased or otherwise transferred to it, if any, by the Declarant;

(e) Pay all real and personal property taxes, dues and assessments which the Association is required to pay pursuant to the terms and provisions of this Declaration or by law, unless separately assessed to Lot Owners;

(f) Contract for any other material, supplies, furniture, labor, services, maintenance, repairs, structural alterations and insurance which the Association is required to pay for pursuant to the terms and provisions of this Declaration or by law;

(g) Prepare in compliance with RCW 64.38.045 (and future amendments thereto) to the extent applicable to the Association and make reasonably available for the Members' review financial statements for the Association;

(h) Assume and pay out of the dues and assessments provided for herein all costs and expenses incurred by the Association in connection with the performance and execution of all of the aforesaid powers and duties, and any other powers and duties the Association may assume as provided for herein; and

(i) Enforce all applicable provisions of this Declaration, the Articles, Bylaws and such Rules and Regulations of the Association as are adopted in accordance with **Section 2.13** below as, in the Board's reasonable judgment, is in the best interests of the Association.

2.10 Repair of Willful or Negligent Damage to Common Property

Notwithstanding the Association's duty to maintain the Common Property, in the event that the maintenance, repair or replacement of any element of the Common Property becomes necessary due to the willful or negligent acts or omissions of any Lot Owner, a Lot Owner's family, guests, tenants, or persons otherwise occupying the Lot Owner's property, the Board, after prior notice and hearing, shall assess the cost of such maintenance, repair and/or replacement as an assessment against the Lot Owner which shall be added to the Lot Owner's existing account balance.

**ARTICLE II
JORDAN MAINTENANCE COMPANY**

2.11 Limitations on Contracts

No contract entered into by the Association or the Board acting for and on behalf of the Association, may run for a term longer than five (5) years, except with the vote or written assent of a majority of the Members.

2.12 Licenses, Easements and Rights-of-Way

The Board, for and on behalf of the Association, is authorized and empowered to grant such licenses, easements and rights-of-way for sewer lines, water lines, underground conduits, storm drains, roadways and other public utility purposes over those portions of the Common Property upon which no building or other structure has been erected as may be necessary and appropriate for the orderly maintenance, preservation, and enjoyment of the Common Property or to promote the health, safety, convenience and welfare of the Lot Owners.

2.13 Association Rules and Regulations

The Board shall also have the power to adopt, amend and repeal Rules and Regulations, as it deems reasonable, which may include the establishment of a system of fines and penalties enforceable as assessments. The Rules and Regulations shall govern such matters in furtherance of the purposes of the Association, including, without limitation, the use of the Common Property, signs, parking restrictions and enforcement, trash collection, minimum standards for maintenance of Lots consistent with such standards as may be set forth in this Declaration or adopted by the Board or special committee formed thereby, and any other matter which is within the jurisdiction of the Association; provided, however, that the Rules and Regulations may not discriminate among Lot Owners and shall not be inconsistent with this Declaration or the Articles or Bylaws of the Association. Copies of the Rules and Regulations as they may be, from time to time, adopted, amended or repealed shall be made available by the Association. A notice setting forth the adoption, amendment or repeal of specific portions of the Rules and Regulations, shall be delivered to each Lot Owner. The Rules and Regulations shall have the same force and effect as if they were set forth in and were part of this Declaration, and shall be binding on the Lot owners and their successors in interest, whether or not actually reviewed thereby. In the event of any conflict between the Rules and Regulations and any other provisions of this Declaration, or the Articles or Bylaws of the Association, the provisions of this Declaration shall prevail, followed, in order of priority, by the provisions of the Articles, then by the provisions of the Bylaws and then by the provisions of the Rules and Regulations.

**ARTICLE II
JORDAN MAINTENANCE COMPANY**

2.14 Insurance

2.14.1 Liability Insurance

The Association shall obtain and maintain comprehensive Public liability insurance insuring the Association, any manager, and the Lot Owners and occupants of Lots, and their respective family members, guests, invitees, and the agents and employees of each, against any liability incident to the ownership or use of the Common Property or any other Association owned or maintained real or personal property and including, if obtainable, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured. The limits of such insurance shall not be less than Two Million (\$2,000,000) covering all claims for death, personal injury, and property damage arising out of a single occurrence. Such insurance shall include coverage against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and any other liability or risk customarily covered with respect to projects similar in construction, location and use.

2.14.2 Fire Insurance

The Association shall obtain and maintain a master or blanket policy of fire insurance coverage for the full insurable value of all of the improvements within the Common Property. To the extent available, the policy shall contain an agreed amount endorsement or its equivalent an increased cost of construction endorsement or a contingent liability from operation of building laws endorsement or their equivalent; an extended coverage endorsement; vandalism and malicious mischief coverage; a special form endorsement; and a determinable case adjustment clause or a similar clause to permit cash settlement covering full value of the improvements in case of partial destruction and a decision not to rebuild. The policy shall provide amounts of coverage as shall be determined by the Board. The policy shall name as insured the Association and the Lot Owners.

2.14.3 Workers' Compensation and other Association Insurance

The Association shall purchase and maintain workers' compensation insurance, to the extent that it is required by law, for all employees or uninsured contractors of the Association. The Association also shall purchase and maintain fidelity bonds or insurance, which shall be in an amount not less than one hundred fifty percent (150%) of each year's estimated annual operating expenses and reserves and shall contain an endorsement of coverage of any person who may serve without compensation.

**ARTICLE II
JORDAN MAINTENANCE COMPANY**

2.14.4 Provision to Adjust Losses

The Association is authorized to negotiate and agree on the value and extent of any loss under any policy carried pursuant to this Section 2.14. The Association is granted full right and authority to compromise and settle any claim or enforce any claim by legal action or otherwise and to execute releases in favor of any insurer.

2.14.5 Trustee and Officer Liability Insurance

To the extent insurance is available, the Association shall purchase and maintain insurance in an amount up to Five Hundred Thousand Dollars (\$500,000) on behalf of any Trustee, officer, or member of a committee of the Association (collectively the "Agents") against any liability asserted against or incurred by the Agent in such capacity or arising out of the Agent's status as such, regardless of whether the Association would have the power to indemnify the Agent against such liability under applicable law.

2.14.6 Lot Owner's Liability Insurance

A Lot Owner may carry whatever personal liability and property damage liability insurance with respect to his or her Lot that he or she desires.

**ARTICLE III
PROPERTY RIGHTS IN THE COMMON PROPERTY**

3.1 Extent of Common Property

3.1.1 Common Property

Common Property shall include all real and personal property within Jordan River Trails now or hereafter owned by the Association or the Lot Owners as a collective for the common use and enjoyment of the Lot Owners. The Common Property may include, but shall not be limited to, maintenance areas, private roads, parking lots, walkways and sidewalks, jogging trails, bike paths, street lighting signage, lakes, ponds and greenbelt areas, planted landscape features, playgrounds, parks, beach areas and other areas or facilities owned by the Association for the benefit of the Lot Owners.

**ARTICLE III
PROPERTY RIGHTS IN THE COMMON PROPERTY**

3.1.1 Common Property *(continued)*

Additional Common Property may be dedicated or acquired by the Association at the time any additional property is annexed to Jordan River Trails. The designation of any land and/or improvements as Common Property shall not mean or imply that the public at large acquires any easement of the use or enjoyment therein unless as specifically designated as such herein or in applicable documents of record.

3.1.2 Storm Drainage system

All components of the storm drainage system within Jordan River Trails shall be Common Property. There shall be reserved to the Association and the County of Snohomish an easement across each lot sufficient to allow access to components of the storm drainage system to perform maintenance as necessary.

3.2 Members' and Lot Owners' Easements

3.2.1 Members' Easements of Enjoyment

Subject to the provisions of Section 3.4 hereof, every Member shall have a right and easement of enjoyment in and to the Common Property, and such easement shall be appurtenant to and shall pass with the title to every Lot and upon recordation of an instrument of conveyance of any Lot, excluding any instrument of conveyance for security purposes.

3.2.2 Builders' Easements

Subject to the provisions of Section 3.4 below, every Builder shall have an easement for ingress and egress across, along, in and on the Common Property as necessary for the construction of improvements and the sale of individual Lots.

3.3 Title to Common Property

Title to the Common Property shall be held in trust by the Association as Trustee for the Lot Owners.

**ARTICLE III
PROPERTY RIGHTS IN THE COMMON PROPERTY**

3.4 Extent of Members' and Lot Owners' Easements

The rights and easements created hereby shall be subject to the following:

- (a) The right of the Association to limit the number of guests of Members and Builders.
- (b) The right of the Association to suspend the easement rights of any Member or Builder for any period during which any dues, assessment or other charge for which such Lot Owner is obligated remains unpaid and for any period not to exceed sixty (60) days for any infraction of any other of its Rules and Regulations.
- (c) The right of the Association to mortgage the Common Property as security for any loan the purpose of which is improvement of the Common Property. In the event of a default upon any such mortgage, the lender's rights hereunder shall be limited to a right after taking possession of such Common Property to charge admission and other fees as a condition of continued enjoyment by the Lot Owners and, if necessary, to open the enjoyment of such Common Property to a wider public until the mortgage debt is satisfied, whereupon the possession of such Common Property shall be returned to the Association and all rights, of the Lot Owners hereunder shall be fully restored.
- (d) The right of the Association to dedicate or transfer all or any part of the Common Property to any municipal corporation, public agency or authority for such uses and purposes as the same are now devoted to and subject to such conditions as may be agreed to by the Members. No such dedication or transfer, however, shall be effective except pursuant to a majority vote of the Members.

3.5 Leasing by Members and Delegation of Use

Subject to and as limited by any applicable provisions of the Bylaws, any Member may delegate, his or her right of enjoyment to the Common Property to persons in his or her immediate family currently residing with him or her and his or her tenants.

If a Member rents or leases any Lot (whether or not the Lot is improved), such Member shall promptly (within 20 days of the commencement of such rental or lease arrangement) notify the Association of the existence of such rent/lease arrangement (a) identifying the Lot in question, (b) providing the name(s) of the tenant(s)/lessee(s), (b) indicating the duration of the rental/lease agreement (c) indicating whether the Member is delegating the Member's right of enjoyment to Common Property to such tenant(s)/lessee(s) and (d) providing the Member's new mailing address if it has changed. No Lot may be rented or leased by a Member for a period of less than sixty (60) days. Failure to comply with the provisions of this §3.5 may result, at the Board's discretion, in loss of Common Property rights (to both Member and tenant/lessee) and/or the imposition of a fine pending compliance.

**ARTICLE III
PROPERTY RIGHTS IN THE COMMON PROPERTY**

3.5 Leasing by Members and Delegation of Use *(continued)*

If a Member delegates his or her rights to a tenant or lessee, only the tenant/lessee and tenant's/lessee's immediate family currently residing with him or her, and not the Member, shall have the right of enjoyment of the Common Property for the duration of the tenancy. Any delegation of rights to a tenant must be in writing, signed by both the Member and the tenant, with a copy provided to the Association's Secretary.

**ARTICLE IV
COVENANT FOR DUES AND ASSESSMENTS**

4.1 Creation of the Lien and Personal Obligation of Dues and Assessments

Each Lot Owner by acceptance of a deed or other conveyance, whether or not it shall be so expressed in any deed or other conveyance, is deemed to covenant and agree to pay to the Association all dues levied and expenses assessed against his or her Lot by the Association, including, but not limited to: (1) dues or other charges and (2) assessments, as assessments are fixed, established and collected from time to time as hereinafter provided. The dues and assessments, together with interest thereon and costs of collection thereof including attorneys' fees and legal expenses incurred, as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon each and every Lot owned by the Member in Jordan River Trails whether or not the same is recorded, and regardless of whether title subsequently passes to new or additional Lot Owners.

Dues and assessments, together with late charges and costs of collection thereof (including reasonable attorney fees and legal expense), shall also be the personal obligation of the person who was the Lot Owner when the charge or assessment fell due. In the case of joint ownership, all of the co-owners shall be jointly and severally liable for each assessment. The personal obligation shall not pass to successive Lot Owners unless expressly assumed by them; provided, however, that such personal obligations shall pass to the Lot Owner's heirs and/or devisees, and provided further that in the case of a sale on a contract for the sale of (or an assignment of a contract purchaser's interest in) any Lot charged with the payment of dues, an assessment or assessments payable in installments, the person or entity who is the Lot Owner immediately prior to the date of any sale, contract or assignment shall be personally liable only for the amount of the installments, interest, late charges, and collection or other costs accrued up to the date of sale, contract or assignment. The new Lot Owner shall be personally liable for installments that become due on and after said date. Collection of such amounts may be undertaken by any legal means.