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SNOHOMISH COUNTY, WA

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

Document Title(s) (or transactions contained therein):	
Declaration of Covenants, Conditions, and Restrictions for Poplar Pointe	
Reference Number(s) of Document(s) Assigned or Released:	
Grantor(s) (Last name, first name, initials):	
1. Poplar Pointe LLC	
2.	
3.	
Grantee(s) (Last name first, then first name and initials):	
1. Poplar Pointe LLC	
2.	
3.	
Legal Description (abbreviated: i.e., lot, block, plat or Section, township, range):	
Lots 1 through 16, inclusive, and Tracts 997, 998, and 999, Poplar Pointe (Auditor's File No. <u>202408225001</u>)	
Additional legal is on page <u>2</u> of document.	
Assessor's Property Tax Parcel/Account Number(s)	<input checked="" type="checkbox"/> Not yet assigned
003726-010-004-02 (IOP)	
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.	

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR POPLAR POINTE**

This community is subject to the full provisions of RCW 64.90, the Washington Uniform Common Interest Ownership Act (see Article 2 herein).

This Declaration of Covenants, Conditions, Restrictions, and Easements for Poplar Pointe (the "**Declaration**"), is made by Poplar Pointe LLC, a Washington limited liability company (the "**Declarant**"), under the terms, conditions, and provisions and for the purposes set forth herein.

RECITALS

WHEREAS, Declarant is the owner of that certain real property legally described as follows (collectively the "**Property**"):

Lots 1 through 16, inclusive, and Tracts 997, 998, and 999, Poplar Pointe, according to the plat thereof recorded under Auditor's File No. 202408225001, records of Snohomish County, Washington;
Situate in Snohomish County, Washington.

AND WHEREAS, Snohomish County has approved the Poplar Pointe unit lot subdivision for the Property, which is recorded under Snohomish County Auditor's File No. 202408225001 (the "**Subdivision**");

AND WHEREAS, Declarant has constructed a residential development consisting of sixteen (16) single-family Lots and three (3) Tracts on the Property (the "**Community**") under Snohomish County Permit Nos. 22118359CBP, 22118631CBP, 22118687CBP, 22111549RBP, and other related permits;

AND WHEREAS, all Lots have shared lot lines with common walls, as shown on the Subdivision;

AND WHEREAS, Declarant desires to establish an Agreement and other Covenants, Conditions, Restrictions, and Easements to run with the Property to govern maintenance, use, and other matters regarding the Lots within the Community for the benefit of the Owners of the Lots;

NOW, THEREFORE, Declarant agrees and covenants that the Property and all improvements now existing or hereafter constructed thereon will be held, leased, sold, and conveyed subject to and burdened by the following covenants, conditions, restrictions, reservations, limitations, liens, and easements, all of which are for the purposes of enhancing and protecting the value, desirability, and attractiveness of the Property for the benefit of all the Owners thereof and their respective heirs, successors, grantees, and assigns. All provisions of this Declaration shall be binding upon all parties having or acquiring any right, title, or interest in the Property or any portion thereof and shall inure to the benefit of each Owner thereof and to the benefit of the Poplar Pointe Homeowners Association (the "**Association**"), and shall otherwise in all respects be regarded as covenants running with the land.

ARTICLE 1 DEFINITIONS

- 1.1. "**Association**" shall mean and refer to the Poplar Pointe Homeowners Association, a Washington nonprofit corporation, and its successors and assigns.
- 1.2. "**Common Areas**" shall mean and refer to those areas or improvements owned or maintained by the Association for the benefit of the Owners, as further defined in Section 9.1 herein.

- 1.3. **"Common Expenses"** shall mean and refer to all sums lawfully assessed against Owners by the Association for expenses of administration, maintenance, repair, or replacement of the Common Areas, which costs are further defined in Section 9.2 herein.
- 1.4. **"Declarant Control Period"** shall mean and refer to the period of time from the date of recording of this Declaration until the earliest of:
 - 1.4.1. Sixty (60) days after conveyance of seventy-five percent (75%) of the Lots to Owners other than Declarant;
 - 1.4.2. Two (2) years after the last conveyance of a Lot, except to a dealer;
 - 1.4.3. The day Declarant, after giving written notice to all Lot Owners, records an amendment to the Declaration voluntarily surrendering all rights to appoint and remove officers and Board members.
- 1.5. **"Governing Documents"** shall mean and refer to this Declaration and the Articles of Incorporation, Bylaws, and rules and regulations of the Association, including all supplements and amendments thereto.
- 1.6. **"Lot"** shall mean and refer to any legally segmented and alienable portion of the Property created through subdivision or any other legal process for dividing land and subjected to the Declaration by an appropriate recording, with the exception of dedicated rights-of-way and Tracts.
- 1.7. **"Owner"** shall mean and refer to the record owner of a fee interest in any Lot, including Declarant but excluding mortgagees or other persons or entities having such interest merely as security for the performance of any obligation. When one or more persons or entities own a Lot, all such individuals or entities owning the Lot will be considered together as one Owner, jointly and severally liable and responsible for all purposes under this Declaration. Purchasers or assignees under recorded real estate contracts shall be deemed Owners as against their respective sellers or assignors.
- 1.8. **"Party Wall"** shall mean and refer to any of the walls built on the Lot lines separating any of the Lots. When used in reference to particular Lots, it refers to the Party Wall on the Lot line separating those Lots. The term "Party Wall" includes all components of and within that wall including, but not limited to, framing, joists, insulation, soundproofing, pipes, lines, wires, conduits, other utility infrastructure, and other components as originally constructed; all components below that wall including, but not limited to, the footings and other components as originally constructed and the supporting ground; all components above that wall including, but not limited to, the rafters, the roof, the parapet cap, and other components as originally constructed; and all components on the sides or exteriors of that wall including, but not limited to, siding, trim, and other components as originally constructed.
- 1.9. **"Party Wall Adjoining Lots"** shall mean and refer to each pair of Lots that share a Party Wall. When used in reference to a particular Owner, it refers to the Party Wall Adjoining Lot owned by that Owner. If a Lot has two or more Party Walls, the term "Party Wall Adjoining Lots" refers to the two Lots that share a particular Party Wall.
- 1.10. **"Reserve Account"** shall mean and refer to a reserve fund, if any, for major maintenance, repair, or replacement of the Common Areas and any improvements thereon. Any such Reserve Account shall be deposited with a banking institution in the name of the Association. The Reserve Account shall be expended only for the purpose of effecting the major maintenance, repair, or replacement of the Common Areas and any improvements and community facilities thereon, and for equipment replacement, and for operating contingencies of a nonrecurring nature. The Board is responsible for

administering the Reserve Account. The Association may establish such other reserves for such other purposes as it may from time to time consider to be necessary or appropriate. The proportional interest of any Owner in any such reserves shall be considered an appurtenance of his Lot and shall not be separately withdrawn, assigned, or transferred from the Lot to which it appertains.

- 1.11. "**Reserve Component**" shall mean and refer to a Common Area for which the cost of maintenance, repair, or replacement is infrequent, significant, and impractical to include in the annual budget of the Association.
- 1.12. "**Reserve Study Professional**" shall mean and refer to an independent person who is suitably qualified by knowledge, skill, experience, training, or education to prepare a reserve study in accordance with RCW 64.90.545 and 64.90.550.
- 1.13. "**Tract**" shall mean and refer to any legally segmented and alienable portion of the Property created through subdivision or any other legal process for dividing land and subjected to this Declaration by an appropriate recording, with the exception of Lots and dedicated rights-of-way.
- 1.14. "**WUCIOA**" shall mean and refer to the Washington Uniform Common Interest Ownership Act (RCW 64.90).

ARTICLE 2 WUCIOA APPLICABILITY

- 2.1. Because the Community is subject to Development Rights as defined in WUCIOA, contains more than twelve (12) Lots, and/or the average annual assessment imposed by the Association as provided herein, exclusive of user fees and insurance premiums paid by the Association, exceeds Three Hundred Dollars (\$300) per Lot, as adjusted pursuant to RCW 64.90.065, the Community is subject to the full provisions of WUCIOA.

ARTICLE 3 DECLARATION RUNNING WITH THE LAND

- 3.1. This Declaration, and all terms, provisions, and conditions herein shall be operative as a set of covenants running with the Property, or equitable servitudes, and are binding upon and inure to the benefit of Declarant and all subsequent Owners. Unless otherwise specified, the easements granted in this Declaration are permanent easements appurtenant. Each Owner, by taking title to a Lot, hereby agrees that the Owner's guests and tenants, and all persons and entities claiming by, through, or under that Owner, to be bound by and to comply with all terms, provisions, conditions, and easements in this Declaration.

ARTICLE 4 LOT BOUNDARIES

- 4.1. The Lot boundaries are as shown on the Subdivision.
- 4.2. Any shared walls or roofs shall be deemed Party Walls as defined herein.
- 4.3. Where walls are designated as boundaries of a Lot, all lath, furring, wallboard, plasterboard, plaster, paneling, wallpaper, paint, and any other materials constituting any part of the finished surfaces thereof are a part of the Lot into which they face. All other portions of walls, floors, and roofs are party wall elements allocated proportionately to the Lots they serve.
- 4.4. If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a Lot, any portion thereof serving only that

Lot is allocated solely to that Lot, and any portion thereof serving more than one Lot is allocated proportionately to the Lots it serves.

- 4.5. Any fireplaces, shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, decks, patios, and all exterior doors and windows or other fixtures designed to serve a single Lot, but located outside the Lot's boundaries, are allocated exclusively to that Lot.
- 4.6. The boundaries between adjoining Lots may be relocated upon consent of the affected Owners and approval by Snohomish County and any other required approvals.

ARTICLE 5 PARTY WALLS

- 5.1. The Party Walls as built as part of the original construction of the Community are intended to serve as Party Walls, also referred to as Common Walls on the Subdivision, for the Lots.
- 5.2. Nothing may be done that will lessen or impair the structural support and integrity of the Party Walls.
- 5.3. Each Owner of a Party Wall Adjoining Lot shall have the right to joint use, with the Owner of the other Party Wall Adjoining Lot, of the Party Wall. Except as otherwise expressly permitted in this Declaration, no windows, chimney flues, or other openings may be made in a Party Wall, and neither the Association nor any Owner may undertake or permit any act that impairs the use of the Party Wall by the home on the other Party Wall Adjoining Lot.
- 5.4. The Association may assess the Owners of Party Wall Adjoining Lots equally for the cost of all reasonably necessary maintenance and repair of a Party Wall. If a Party Wall is damaged or destroyed by fire or other casualty or other cause, the Association may assess the Owners of the Party Wall Adjoining Lots equally for the cost to repair or reconstruct the Party Wall to essentially its condition prior to such damage or destruction. The Owner of each Party Wall Adjoining Lot shall maintain the home on that Lot and take all other steps reasonably necessary to protect the Party Wall from damage or deterioration from any cause, whether sudden or cumulative, including, but not limited to, water or moisture intrusion, damage from weather conditions, dry rot, and infestation by vermin or insects.
- 5.5. The Association and the Owner of each Party Wall Adjoining Lot shall have the right to expose and gain access to the interior of the Party Wall for the purpose of maintaining, repairing, restoring, reconstructing, rebuilding, and altering any component of that Party Wall (collectively the "Work"), subject to the following provisions, conditions, and requirements:
 - 5.5.1. No Work may in any way negatively affect the other Party Wall Adjoining Lot or the home thereon by removing soundproofing or insulation, altering its utility service, or otherwise.
 - 5.5.2. No Work may in any way impair the structural integrity or functioning of the Party Wall.
 - 5.5.3. The Association or the accessing Owner shall be responsible for any damage in any way arising out of and/or related to the Work.
- 5.6. A shared maintenance easement 10 feet in width, with 5 feet of such width being on each side of all property lines which share a common building wall as shown on the Subdivision, is hereby granted and conveyed to the Association and to the adjoining lot owners who share said common building walls for maintenance of the roof, eaves, walls and any architectural features which reside along the property line.

- 5.7. The Owner of a Party Wall Adjoining Lot (the "**Indemnifying Owner**") shall indemnify and hold harmless the Association and the Owner of the other Party Wall Adjoining Lot from and against any and all liability, suits, costs, and expenses (including attorneys' fees) in any way arising out of any lien or claim of lien asserted and/or filed related to any repair, maintenance, reconstruction, alteration, or restoration for which the Indemnifying Owner is responsible under this Declaration, or otherwise.
- 5.8. Notwithstanding any other provision of this Declaration, if the need for maintenance, repair, replacement, restoration, and/or reconstruction of a Party Wall results from the intentional acts or negligence of an Owner or an occupant of that Owner's Lot, or the licensee or invitee of that Owner or occupant, then that Owner shall promptly maintain, repair, replace, restore, and/or reconstruct the Party Wall and is solely responsible for all costs and damages related to and/or arising out of that intentional act or negligence.

ARTICLE 6 TRACTS AND EASEMENTS FOR USE, MAINTENANCE, AND INADVERTENT ENCROACHMENTS

- 6.1. The Property includes the following tracts:
 - 6.1.1. Tract 997 is an open space/storm drainage detention tract. Upon recording of the Subdivision, Tract 997 was conveyed to the Association for ownership and maintenance purposes.
 - 6.1.2. Tract 998 is an open space tract. Upon recording of the Subdivision, Tract 998 was conveyed to the Association for ownership and maintenance purposes.
 - 6.1.3. Tract 999 is an access/utilities tract. Upon recording of the Subdivision, Tract 999 was conveyed to the Association for ownership and maintenance purposes.
- 6.2. Declarant hereby grants, conveys, and declares easements for the benefit of the Association and each Owner over, under, upon, and through the location of the mailboxes and address signs as initially constructed by Declarant. Declarant further hereby grants, conveys, and declares easements appurtenant over, under, upon, and through each Lot and Tract to the Association and to the Owner of each Lot to use, maintain, repair, and reconstruct wires, pipes, vaults, lines, drains, tanks, catch basins, cleanouts, conduits, and other appurtenances and facilities for electrical service, telephone, cable television and telecommunication, water, stormwater, sewer, and other utilities and communication facilities as constructed as part of the Community. The Association and each Owner shall have reasonable access to each Lot and Tract in order to effect the maintenance, repair, and reconstruction rights granted herein, and the Association or the accessing Owner shall be responsible for repairing any damage or disruption done to any Lot and Tract and the improvements thereon resulting from such maintenance, repair, or reconstruction and/or access to effect the same. The Association and each Owner utilizing these easements and entering any Lot and Tract shall leave the Lot or Tract in as good or better condition than it was in prior to said entry.
- 6.3. Declarant hereby reserves unto itself, its successors, and assigns, for as long as Declarant owns a Lot within the Community, the right to maintain signage, sales offices, management offices, and models within any Lot owned by Declarant.
- 6.4. Declarant hereby reserves unto itself, its successors, and assigns, for as long as Declarant owns a Lot within the Community, an easement to utilize the Common Areas for purposes of: (1) discharging Declarant's obligations, including uses related to construction completion of improvements on the Property; or (2) for Declarant's promotion, development, and sale of Lots within the Community.

- 6.5. Declarant hereby declares and grants easements over, under, upon, and through each Lot to the Owners of each of the other Lots to maintain any encroachment on any Lot resulting from and/or arising as a result of the original construction of the buildings, staircases, walkways, or other improvements within the Community; engineering or survey errors; settlement or shifting of any building or other improvements on any Lot; building projections or overhangs; or any similar cause. This easement shall last so long as the encroachment lasts including any reconstruction or repair of any such encroaching improvement. The encroachments for which easements are granted in this Section shall not be construed as constituting encumbrances affecting the marketability of title to any Lot. In addition, encroachments of building footprints, upper story projections, and other building components into access or other easements which results from design elements, engineering or surveying errors, errors in the original construction of the buildings, settlement or shifting of any building, or other causes do not constitute a violation of the rights of any Owner or impair the marketability of title to any Lot and do not give rise to a cause of action for removal of those encroachments or for other relief. Those encroachments may remain, and the buildings may be reconstructed and repaired to include those encroachments.

ARTICLE 7 COVENANTS

- 7.1. The Lots may be used for residential purposes only, but including home occupation or business uses permitted by applicable law. The home on each Lot may not be subdivided in any manner.
- 7.2. No Lot may contain a detached garage, accessory dwelling unit, detached shop, basketball hoop, sport court, or swimming pool.
- 7.3. An Owner may not engage in nor permit any activity on a Lot that would constitute a nuisance or unreasonably interfere with the rights of any Owner and/or occupant of another Lot.
- 7.4. Except as otherwise provided herein, each Owner shall maintain that Owner's Lot and the home, landscaping, fencing, and other improvements and features on that Owner's Lot in a clean and sanitary condition, free of rodents and pests, and in good order, condition, and repair at all times.
- 7.5. The Association shall coordinate with an appropriately licensed and qualified professional to conduct formal testing and inspection of the fire sprinkler system interior to each Lot as may be required by the Snohomish County or other authority.
- 7.6. New sewer connections within the King County Metro service area are subject to a Sewer Capacity Charge, which begins on the date of each Lot's final side sewer inspection and lasts for a period of fifteen (15) years. The Property is or may be subject to this Capacity Charge, which is billed by King County every three months. The King County invoice is separate from and is in addition to invoices from Alderwood Water & Wastewater District, and must be paid directly to King County by each Owner.
- 7.7. No Lot or any portion thereof shall be used as a dumping ground for trash or rubbish of any kind. All garbage, trash, yard and food waste, household recyclables, and other similar debris and discardables shall be placed in appropriate sanitary containers. Owners are responsible for moving their respective garbage, recycling, and food/yard waste containers to an appropriate pickup location on Poplar Way during a 24-hour period around the pickup date.
- 7.8. Parking stalls within the Property are designated for exclusive use by the respective Lots on which they are located as shown on the Subdivision and/or approved building plans. The parking stall adjacent to Lot 16 and the parking stall between Lots 5 and 6 are for guest parking on a first-come, first-served basis. Owners/tenants shall not use the guest parking stalls. No vehicle or other item may be placed or stored in a way that would limit, block, or materially interfere with the right of each

Owner and/or occupant to access their Lot's designated parking stall or to prevent the use of that parking stall for its intended purposes. In addition, no camper, trailer, motor home, boat, other recreational vehicle, or inoperable vehicle may be parked on any Lot.

- 7.9. All Lots must provide two (2) parking stalls within the boundary of the Lot as follows: Lots 1 through 10, inclusive, must provide one (1) parking stall in an enclosed garage, and one (1) parking stall in the driveway; and Lots 11 through 16, inclusive, must provide two (2) parking stalls in an enclosed garage.
- 7.10. The Owners of Lots 1 through 10, inclusive, shall first utilize all available parking in the garage of their Lot, and then the driveway of their Lot.
- 7.11. Use of a Lot's garage for storage that precludes the ability to park vehicles in the garage is prohibited. No garage shall be converted to any other use that prevents parking of vehicles in the garage. No garage shall be converted or used for living or business purposes.
- 7.12. No parking is permitted in the Tract 999 drive aisle. The Board shall be responsible for ensuring that Owners are aware of and comply with all fire lane restrictions. The Board may require removal of any vehicle parked within the Tract 999 drive aisle. If same is not removed, the Board shall cause removal at the risk and expense of the Owner thereof.
- 7.13. Each Owner benefiting from any common/shared mailbox facility shall cooperate in the maintenance, repair, or replacement of the mailbox facility.
- 7.14. Declarant may construct fencing on the Property. These fences may not necessarily be built on property lines, and are not intended to define property lines or ownership. The Lots are defined by the Subdivision. Each Owner acknowledges that any fencing installed by Declarant as part of its construction of the Community shall not be moved or removed except pursuant to any relevant regulations and by an instrument signed by more than fifty percent (50%) of the Owners of Lots within the Property. Each Owner shall be responsible for all costs related to maintenance, repair, and replacement of fencing within the Property when such costs are caused by that Owner or that Owner's family, guest, tenant, agent, workman, contractor, or other licensee.
- 7.15. No signs, other than "For Sale", "For Rent", and political signs may be placed or displayed on any Lot where the sign is visible outside the Lot.
- 7.16. The only animals that may be kept on any Lot are dogs, cats, and other similar household pets (collectively "Permitted Pets"). All types of poultry/fowl are prohibited. Under no circumstances may Permitted Pets be kept, bred, or used on any Lot for any commercial purpose, nor in any number that creates a nuisance. Permitted Pets may not be continuously kept outside on any Lot, and Permitted Pets must be continuously controlled and kept in a manner that does not, through noise, odor, aggressive conduct, or otherwise, interfere with the rights of other Owners or those Owners' family members, guests, tenants, invitees, and licensees.
- 7.17. No clotheslines may be placed outside on any Lot, including, but not limited to, the balcony, deck, and patio. No clothing, rugs, washing, or similar items may be placed or hung on any exterior portion of the Lot, including, but not limited to, the balcony, deck, and patio.
- 7.18. Rental of any Lot is permitted subject to the following:
 - 7.18.1. An Owner shall not maintain, permit, or suffer to be permitted the use of any Lot for any short-term rental for fewer than six (6) months.

- 7.18.2. All rentals must be by written lease or rental agreement and include essentially the following language: **“Tenant understands that the premises are subject to a Declaration of Covenants, Conditions, Restrictions, and Easements, which is attached hereto. Tenant agrees to, in all respects, abide by and conform to all requirements of that Declaration of Covenants, Conditions, Restrictions, and Easements, and any applicable supplements, addendums, or amendments.”** A complete copy of the Declaration must be included as an exhibit to the lease or rental agreement.
- 7.18.3. Each Owner renting or leasing a Lot shall be responsible and liable hereunder for all actions of the tenants of said Lot. Any enforcement of the Covenants based on the actions of a tenant shall run against the Owner of said Lot.
- 7.19. Timesharing as defined in RCW 64.36.010 is prohibited.
- 7.20. No item may be placed or stored in any way that would limit or block access for the respective uses and purposes to, or through, the easements as described and graphically illustrated on the Subdivision and in other documents recorded in the public records of Snohomish County, Washington. No action shall be taken that will materially interfere with the right of any benefited Owners to use these easements for their intended purposes. Unless provided otherwise herein, the Owners shall equally share in all maintenance and repair of these easement areas to the extent they benefit therefrom.
- 7.21. Each Owner shall continuously maintain property insurance, liability insurance, and any other insurance as the Board deems advisable. All insurance shall be obtained from insurance carriers that are generally acceptable for similar residential properties and authorized to do business in the State of Washington. All such insurance policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' prior written notice to the Association. Each Owner shall provide the Association with proof of insurance upon the request of the Association.
- 7.21.1. The property insurance maintained by each Owner shall, at the minimum, provide all risk or special cause of loss coverage in an amount equal to the full replacement cost of all fixtures and improvements located on that Owner's Lot, with such reasonable deductibles and exclusions from coverage as the Board may from time to time approve or by rule or regulation establish.
- 7.21.2. The liability insurance coverage maintained by each Owner shall cover liability of the insureds for property damage and bodily injury and death of persons arising out of the operation, maintenance, and use of the Lot and/or improvements located on the Lot, and such other risks as are customarily covered for similar residential properties with a limit of liability of at least replacement value of the improvements located on the Lot, including all portions of any structure located thereon.
- 7.22. Any portion of the Lot for which insurance is required which is damaged or destroyed shall be repaired or replaced promptly by the Owner unless repair or replacement would be illegal under any state or local health safety statute or ordinance.

ARTICLE 8 HOMEOWNERS' ASSOCIATION

- 8.1. Declarant has established the Poplar Pointe Homeowners Association (the **“Association”**) for the Community.

- 8.2. Membership in the Association shall be solely comprised of all of the Owners of Lots within the Community. Every Owner shall be a member of the Association. When an Owner conveys, or otherwise transfers ownership of a Lot within the Community, membership in the Association shall automatically transfer to the new Owner.
- 8.3. The Association shall meet at least once each year or more often as necessary to conduct its business, in accordance with the procedures set forth in the Association's Bylaws.
- 8.4. In accordance with the procedures set forth below, during the last calendar quarter of each year, the Association shall adopt and ratify a budget to pay Association expenses for the next year, including, but not limited to, all costs related to: Association management and administration; the Common Expenses; services furnished by or to the Association; taxes; liability and other insurance; utilities and other services; and funding all reserves (if any) established by the Association.
- 8.5. The funds required to meet the Association's annual expenses shall be raised from an annual general assessment against each Lot as provided herein.
- 8.6. Within thirty (30) days after adoption of any proposed budget for the Association, the Board must provide a copy of the budget to all Lot Owners and must set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than fifty (50) days after providing the budget. Unless at that meeting the Owners of Lots to which a majority of the votes in the Association are allocated reject the budget, the budget and the assessments against the Lots included in the budget are ratified, whether or not a quorum is present. If the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Owners continues until the Owners ratify a subsequent budget proposed by the Board. The budget must include:
 - a. The projected income to the Association by category;
 - b. The projected Common Expenses and those specially allocated expenses that are subject to being budgeted, both by category;
 - c. The amount of the assessments per Lot and the date the assessments are due;
 - d. The current amount of regular assessments budgeted for contribution to the Reserve Account, if any;
 - e. A statement of whether the Association has a reserve study that meets the requirements of RCW 64.90.550 and, if so, the extent to which the budget meets or deviates from the recommendations of that reserve study; and
 - f. The current deficiency or surplus in reserve funding expressed on a per Lot basis.
- 8.7. The total number of votes in the Association shall be equal to the number of Lots subject to this Declaration, and each Lot shall be entitled to one (1) vote. When more than one person or entity holds a fee interest in any Lot, the vote for that Lot shall be cast as the Owners of that Lot determine amongst themselves as evidenced by written proxy presented at each vote. In no event shall more than one vote be cast with respect to any Lot. Voting shall be pursuant to the Bylaws.
- 8.8. The Association, its employees, agents, and contractors shall have a perpetual, nonexclusive easement over, under, and across the Property with right of immediate entry and continued access for the construction, improvement, maintenance, repair, and reconstruction of the Common Areas.
- 8.9. Unless the Association determines to use another mechanism, the Association shall maintain a checking account with sufficient funds to pay for the annual Common Expenses as established in

the annual budget of the Association. Any funds remaining in the Association after the annual Common Expenses are paid may be held by the Association for future Common Expenses.

ARTICLE 9 COMMON AREAS AND COMMON EXPENSES

- 9.1. The Association shall manage and control the Common Areas for the benefit of the Owners. Should the Association be dissolved, each Owner shall have an equal and undivided responsibility for maintenance of the Common Areas. Except as otherwise limited by law, prior restriction, or the restrictions set forth in this Declaration, each Owner shall have a non-exclusive right to use and enjoyment of the Common Areas. Common Areas shall mean and refer to those areas or improvements owned or maintained by the Association for the benefit of the Owners, including:
 - 9.1.1. Tracts as follows:
 - Tract 997, Open Space/Storm Drainage Detention
 - Tract 998, Open Space
 - Tract 999, Access/Utilities
 - 9.1.2. All mailbox facilities within the Property.
 - 9.1.3. Any other areas or improvements which the Association's Board of Directors and/or the Owners agree to treat as a Common Area.
- 9.2. The Association shall be responsible for paying for and making decisions with respect to the Common Expenses, which shall be comprised of the following:
 - 9.2.1. Any and all expenses as may be reasonably necessary or appropriate related to ownership and/or management of the Common Areas, including, but not limited to, insurance, taxes, operation, inspection, annual or other testing, alteration, repair, maintenance, upgrade, reconstruction, removal, and/or replacement.
 - 9.2.2. The roof, exterior siding, trim, caulking, windows, and doors of all buildings. Any repair or replacement shall be of materials similar in type, quality, and color to the original construction, except as agreed by vote of a majority of a quorum of Owners.
 - 9.2.3. Testing and inspection of the fire sprinkler system interior to each Lot.
 - 9.2.4. Formal testing and inspection of the backflow prevention valve for the fire prevention system as may be required by Alderwood Water & Wastewater District.
 - 9.2.5. The shared irrigation line and meter located in the southeast corner of Tract 997.
 - 9.2.6. Street trees along Poplar Way.
 - 9.2.7. Formal testing and inspection of the irrigation backflow prevention valve as may be required by Alderwood Water & Wastewater District or other authority.
 - 9.2.8. Retaining walls within the Property.
 - 9.2.9. Address sign(s) within the Property.
 - 9.2.10. All fencing along Association property.

- 9.2.11. Reserve funding, if a Reserve Account is established as provided herein, for major Common Expenses and for major maintenance, repair, or replacement of the Common Areas and any improvements thereon.
- 9.2.12. All costs related to Association administration and management.
- 9.2.13. Insurance as required by the Bylaws.
- 9.2.14. Any other expense that the Association's Board of Directors and/or the Owners agree to treat as a Common Expense.

ARTICLE 10 ASSESSMENTS AND WORKING CAPITAL CONTRIBUTION

- 10.1. By acquisition of any ownership interest in a Lot, the Owner thereof covenants and agrees thereby, on behalf of the Owner and the Owner's heirs, successors, and assigns, to pay the Association, in advance, all general and special assessments levied as provided herein.
- 10.2. General assessments must commence on all Lots upon the conveyance of the first Lot; however, Declarant may delay commencement of general assessments, in which event Declarant must pay all of the Association's expenses until such time as Declarant commences general assessments.
- 10.3. Except as otherwise expressly set forth in this Declaration, an annual general assessment shall be levied against every Lot, and the Owner thereof and is responsible for payment of said general assessment. The amount of said general assessment shall be calculated based on the total amount of Common Expenses per the adopted and ratified budget for the coming year divided by the total number of Lots, considering any available funds held by the Association to pay Common Expenses.
- 10.4. The Tracts and all portions within the Property dedicated to and accepted by a public authority shall be exempt from assessments by the Association.
- 10.5. Unless the Board otherwise provides, one-fourth (1/4th) of each Lot's general assessment shall be due in advance on the first day of January, April, July, and October of each calendar year. Upon appropriate Association action, installments of general assessments may be collected on a monthly, quarterly, semi-annual, or annual basis, as determined by the Board. Any Owner may prepay one or more installments on any general assessment or special assessment levied by the Association without penalty.
- 10.6. The Board may propose a special assessment at any time for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair, or replacement of any improvements located upon or forming a part of the Common Areas or Common Expenses, including necessary fixtures and personal property related thereto, or for such other purpose as the Association may consider appropriate, including Association maintenance of a Lot, street trees, and/or landscaping as authorized herein. The special assessment is effective only if the Board follows the procedures for ratification of a budget described in Section 8.6 herein and the Owners do not reject the proposed special assessment. The Board may provide that the special assessment may be due and payable in installments over any period it determines and may provide a discount for early payment.
- 10.7. The Association has a statutory lien on each Lot for any unpaid assessment from the time such assessment is due until the assessment is paid in full. In addition to and without in any way limiting any other rights available at law or in equity, this lien may be foreclosed by the Association or any Owner in the same manner as foreclosing a mortgage on real property. This lien shall stay in existence until paid in full and shall not be terminated or otherwise affected by the sale or transfer of

the Lot of the Defaulting Owner. All assessments not paid within thirty (30) days of ratification of a budget shall bear interest at twelve (12%) per annum until paid in full, and the Defaulting Owner shall be liable for all costs and attorneys' fees incurred by virtue of that Owner's failure to pay assessments, including, but not limited to, all costs and attorneys' fees in the foreclosure of an assessment lien. In addition to being a lien on the Lot of the Defaulting Owner, the amount of any assessment, plus interest and costs and attorneys' fees as provided herein, shall be the personal liability of the Owner of the Lot at the time the unpaid assessment was due.

- 10.8. Upon closing of the first conveyance of each Lot to a purchaser or upon first occupancy of a Lot, whichever occurs first, the Association shall assess and collect a working capital contribution in the amount of Three Hundred and No/100 Dollars (\$300.00) for such Lot.

ARTICLE 11 RESERVE STUDY AND RESERVE ACCOUNT

- 11.1. Unless the Association has only nominal reserve costs, or unless the cost of a reserve study or update exceeds ten percent (10%) of the Association's annual budget, the Association must prepare and update a reserve study in accordance with the requirements of RCW 64.90.550. An initial reserve study must be prepared by a Reserve Study Professional and based upon either a Reserve Study Professional's visual site inspection of completed improvements or a review of plans and specifications of or for unbuilt improvements, or both when construction of some but not all of the improvements is complete. An updated reserve study must be prepared annually. An updated reserve study must be prepared at least every third year by a Reserve Study Professional and based upon a visual site inspection conducted by the Reserve Study Professional. When more than three (3) years have passed since the date of the last reserve study prepared by a Reserve Study Professional, the Owners to which at least twenty percent (20%) of the votes are allocated may submit a written demand to the Board that the cost of a reserve study be included in the next annual budget and that the reserve study be prepared by the end of that budget year. The written demand must refer to RCW 64.90.555. The Board must, upon receipt of the written demand, include the cost of a reserve study in the next budget and, if that budget is not rejected by the Owners pursuant to RCW 64.90.525, arrange for the preparation of a reserve study.
- 11.2. If the Association is required to obtain a reserve study pursuant to RCW 64.90.545, the Association must establish one or more accounts for the deposit of funds, if any, for the replacement costs of Reserve Components. Any reserve account must be an income-earning account maintained under the direct control of the Board, and the Board is responsible for administering the Reserve Account.
- 11.3. The Board may withdraw funds from the Reserve Account of the Association to pay for unforeseen or unbudgeted costs that are unrelated to replacement costs of the Reserve Components. Any such withdrawal must be recorded in the minute books of the Association. The Board must give notice of any such withdrawal to each Owner and must adopt a repayment schedule not to exceed twenty-four months unless the Board determines that repayment within twenty-four months would impose an unreasonable burden on the Owners. The board must provide to Owners along with the annual budget adopted in accordance with RCW 64.90.525: (a) notice of any such withdrawal, (b) a statement of the current deficiency in reserve funding expressed on a per Lot basis, and (c) the repayment plan.
- 11.4. The Board may withdraw funds from the Reserve Account without satisfying the notification of repayment requirements noted above to pay for replacement costs of Reserve Components not included in the reserve study.
- 11.5. Upon closing of the first conveyance of each Lot to a purchaser or upon first occupancy of a Lot, whichever occurs first, the Association shall assess and collect a reserve fund contribution in the amount of Three Hundred and No/100 Dollars (\$300.00) for such Lot.

ARTICLE 12 ENFORCEMENT

- 12.1. Owners are encouraged to attempt to resolve any dispute arising out of this Declaration through discussion or other informal means, including mediation. If an Owner fails or refuses to perform any required maintenance, repair, reconstruction, replacement, restoration, or other obligation, or fails or refuses to make any payment required under this Declaration or the Governing Documents (the "Defaulting Owner"), and if such failure or refusal continues beyond thirty (30) days after written demand by the Association through its Board, then the Association may perform the maintenance, repair, reconstruction, replacement, or restoration; make the payment; and/or otherwise cure the default, and send a statement of the costs thereof (the "Cure Costs") to the Defaulting Owner. If the Defaulting Owner does not pay the Cure Costs within thirty (30) days after the Association sends the statement of the Cure Costs, then any unpaid amount equal to at least three months of common expense assessments shall constitute a lien. The lien for the Cure Costs may be foreclosed in the manner of foreclosing a mortgage on real property. In addition, the Association may enforce this Declaration by a suit in a court of competent jurisdiction, and the court in any such action shall have authority to award damages, to order payments of sums due under this Declaration, to order specific performance, and to grant any other appropriate legal, equitable, or other relief. The Association shall be entitled to recover any costs, including reasonable attorneys' fees, incurred in connection with enforcement of this Declaration against any Default Owner, whether or not such enforcement results in suit being commenced or prosecuted to judgment. In addition, in any action under this Declaration and/or action to enforce a lien under this Declaration, the prevailing party shall be entitled to recover that party's reasonable costs and attorneys' fees from the other party.
- 12.2. The failure of the Association, Declarant, any Owner, or any of their respective duly authorized agents to: (1) insist in any one or more instances upon the strict performance of or compliance with this Declaration or the Governing Documents; (2) exercise any right or option contained in this Declaration or the Governing Documents; or (3) serve notice or institute any action or summary proceeding shall not be construed as a waiver or relinquishment of such right for the future. Such enforcement right shall continue and remain in full force and effect. No waiver of any provision of this Declaration or the Governing Documents shall be deemed to have been made, either expressly or impliedly, unless such waiver shall be in writing and signed pursuant to a resolution of the Board. The receipt by the Association of payment of any assessment with knowledge of any breach of any covenant in this Declaration or the Governing Documents shall not be deemed a waiver of such breach.

ARTICLE 13 GENERAL

- 13.1. Notwithstanding the financial and/or maintenance obligations imposed on the Owners and the Association herein, when any cost incurred by any Owner or the Association is caused by a specific Owner or that Owner's family, guest, tenant, agent, workman, contractor, or other licensee or invitee, then such cost shall be borne solely by that Owner, and such obligation shall remain and be subject to the enforcement provisions of Article 12 herein until paid in full.
- 13.2. If any provision of this Declaration is held unenforceable, the remaining provisions of this Declaration shall be unaffected thereby and shall remain in full force and effect. This Declaration shall be construed under the laws of the State of Washington. As used in this Declaration, each pronoun shall include every other pronoun and the plural shall include the singular, and vice versa, all as the context requires. The headings of the various provisions of this Declaration are for reference only and may not be used to interpret the meaning of any provisions of this Declaration.
- 13.3. Declarant may, after thirty (30) days' advance notice to all Owners and without a vote of the Owners or approval by the Board, unilaterally adopt, execute, and record a corrective amendment or supplement to the Governing Documents for purposes of: (a) correcting a mathematical mistake,

inconsistency, or scrivener's error; or (b) clarifying an ambiguity in the Governing Documents with respect to an objectively verifiable fact including, without limitation, recalculating the undivided interest in the Common Areas, recalculating the liability for Common Expenses, or recalculating the number of votes in the Association appurtenant to a Lot. Any such corrective amendment or supplement must be completed within five (5) years after the recordation or adoption of the Governing Document containing or creating the mistake, inconsistency, scrivener's error, or ambiguity. Any such corrective amendment or supplement may not materially reduce what Declarant's obligations would have been if the mistake, inconsistency, error, or ambiguity had not occurred.

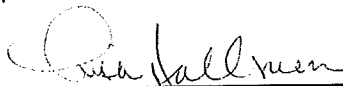
- 13.4. The Association may, after thirty (30) days' advance notice to all Owners and without a vote of the Owners, upon a vote of two-thirds (2/3) of the members of the Board, adopt, execute, and record an amendment to the Declaration for the following purposes: (a) to correct or supplement the Governing Documents for the purposes delineated in Section 13.3 herein; (b) to revise or remove provisions limiting ownership rights or use by protected classes; (c) to revise or remove provisions that give the Association less power when related to Declarant than as to other persons; and (d) to revise or remove provisions in direct conflict with WUCIOA.
- 13.5. Except as provided in in Section 13.3 and Section 13.4 herein, this Declaration may be amended only by vote or agreement of at least sixty-seven percent (67%) of Owners.
- 13.6. All amendments to this Declaration shall be recorded in the records of Snohomish County, Washington, and shall contain a cross-reference by recording number to this original Declaration and to any other prior amendments.
- 13.7. In case of any conflict between this Declaration and any provisions on the Subdivision, this Declaration shall control except to the extent mandated otherwise by WUCIOA.

ARTICLE 14 NO MERGER

- 14.1. It is the intent of Declarant that the covenants, conditions, restrictions, and easements, and other provisions of this Declaration shall be fully applicable to the Lots and shall not be merged with fee title to any of the Lots notwithstanding that the fee title to some or all of the Lots may now or in the future be held by the same person(s) or entity.

Dated this 3 day of June, 2024.

DECLARANT
Poplar Pointe LLC



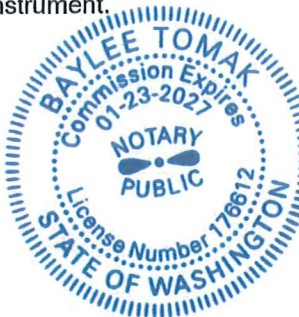
Signature
By Lisa Halpmon

Printed Name
Its Secretary

Title

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 3 day of June, 2024, I certify that I know or have satisfactory evidence that Lisa Hallmon is the person who appeared before me, and said person acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) (was/were) authorized to execute the instrument and acknowledged it as the Secretary of Poplar Pointe LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Baylee Tomak
Notary Public in and for the State of Washington
Baylee Tomak
Printed Name
Residing at: Seattle
Appointment Expires: 1/23/27