

Return to:  
Beaumont, LLC  
505 Cedar Ace Ste B-1  
Marysville, WA 98270



200703210179 11 PGS  
03-21-2007 09:49am \$42.00  
SNOHOMISH COUNTY. WASHINGTON

Please print neatly or type information:

Document Title(s)

Bylaws of Beaumont Homeowners Association For Beaumont Lots 1-54

Reference Number(s) of related documents:

Bylaws Pages 1 through 10 \_\_\_\_\_  
Additional Reference #'s on page \_\_\_\_\_

Grantor(s) (Last, First, and Middle Initial)

Beaumont, LLC, a Washington Limited Liability Company \_\_\_\_\_  
Additional Grantors on page \_\_\_\_\_

Grantee(s) (Last, First, and Middle Initial)

Beaumont Homeowners' Association \_\_\_\_\_  
Additional Grantees on page \_\_\_\_\_

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

NW ¼, SW ¼, SEC. 28 TWP. 27 N, RGE 5 E, W.M. \_\_\_\_\_  
Complete legal on page 15

Assessor's Property Tax Parcel/Account Number

27052800301200, 27052800303100, 27052800301400, 27052800302600,  
27052800302500, 27052800301300, 27052800302800, 27052800303300,  
27052800303200, 00689400000800 \_\_\_\_\_  
Additional parcel #'s on page \_\_\_\_\_

The Auditor/Recorder will rely on the information provided on this form. The responsibility for the accuracy of the indexing information is that of the document preparer.

\*I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

\_\_\_\_\_  
Signature of Requesting Party

**BYLAWS  
OF  
BEAUMONT HOMEOWNERS ASSOCIATION**

**SECTION 1. OBJECT AND DEFINITIONS**

1.1 Purpose. The purpose for which this Association is formed is to govern the relations of the Owners within that certain Plat which is governed by the Declaration of Protective Covenants, Conditions and Restrictions Running with Land for the Plat of Beaumont, Lots 1-54, recorded with Auditor's Office of Snohomish County, Washington, as it may from time to time be amended (the "Declaration").

1.2 Assent. All present or future Owners, present or future tenants, or any other person using the facilities of the Property in any manner, including guests and employees, are subject to these Bylaws and the Declaration. The mere acquisition, rental or occupancy of a Lot shall constitute assent to be bound by, and ratification of, these Bylaws.

1.3 Definition. The terms used in these Bylaws shall have the same meaning as in the Declaration, unless specifically indicated to the contrary.

**SECTION 2. MEMBERSHIP, VOTING AND MEETINGS OF THE ASSOCIATION**

2.1 Matters Governed by Declaration. The Declaration governs some matters pertaining to the operation of the Association. Reference is made to that document for more information.

2.2 Meetings of Members.

2.2.1 Annual Meetings. Within one year following recording of the final plat, on a date selected by the Board, there shall be a meeting of the members of the Association and thereafter there shall be an annual meeting of the members of the Association in the first quarter of each fiscal year at such reasonable place and time as may be designated by written notice from the Board delivered to the Owners within the time period provided in Section 2.2.3 below. The annual meeting may include consideration of the budget. Within thirty (30) days after adoption by the Board of any proposed regular or special budget of the Association, the Board shall set a date for a meeting of the Owners to consider ratification of the budget.

2.2.2 Special Meetings. Special meetings of the members may be called at any time by the President or by a majority of the Board or, after the date control of the Association passes to the Owners (the "Transition Date"), upon written request of the Owners having ten percent of the votes in the Association.

2.2.3 Notice of Meetings. Unless otherwise specifically provided in the Declaration, or in the Articles or Bylaws, written notice of each meeting of the members shall be

given by, or at the direction of, the Secretary or person authorized to call the meeting by mailing a copy of such notice, postage prepaid, by first class United States mail to the mailing address of each Owner or to any other mailing address designated in writing by the Owner in accordance with Section 9.2 hereof not less than fourteen (14) days nor more than sixty (60) days before such meeting. Such notice shall specify the place, day and hour of the meeting and the business to be placed on the agenda, including the general nature of any proposed amendment to the articles of incorporation, bylaws, any budget or changes in the previously approved budget that result in a change in assessment obligation, and any proposal to remove a director. Presence at any such meeting shall be deemed a waiver of any required notice, or defect therein.

2.2.4 Quorum. Unless otherwise specifically provided in the Declaration, a quorum is present throughout any meeting of the Association if the Owners to which thirty-four percent (34%) of the votes of the Association are allocated are present in person or by proxy at the beginning of the meeting. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth above, and the required quorum at such subsequent meeting shall be two-thirds (2/3) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Alternatively, the Owners who are present either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, and the same thirty-four percent (34%) quorum requirement shall apply to the reconvened meeting. Notwithstanding the foregoing, with respect to approval of the budget, unless at that meeting the owners of a majority of the votes in the Association reject the budget, in person or by proxy, the budget is ratified, whether or not a quorum is present.

2.2.5 Majority Vote. A majority of the votes entitled to be cast by members present or represented by proxy at a meeting at which a quorum is present shall be necessary and sufficient for the adoption of any matter voted upon by members unless a greater proportion is required by the Declaration, the Articles or these Bylaws.

2.2.6 Proxies. Votes may be cast in person or by proxy. Proxies shall be in writing and the signatures must be witnessed or acknowledged. Proxies must be filed with the Secretary before the appointed time of each meeting. No proxy shall be valid for a period longer than 11 months after the date thereof.

2.2.7 Voting by Mail. The Board may provide for voting of the members by mail with respect to any particular election of Directors or with respect to adoption of any proposed amendment of the Declaration, Articles or Bylaws, or with respect to any other matter for which approval by Owners is required by the Declaration, Articles or Bylaws, in accordance with the following procedure:

(a) In case of election of Directors by mail, the existing Directors shall advise the Secretary in writing of the names of proposed Directors sufficient to constitute a full Board and of a date at least 50 days after such advice is given by which all votes are to be received. The Secretary, within 5 days after such advice is given, shall mail written notice of the number of Directors to be elected and of the names of the Board's nominees to all Owners. The notice shall state that any member may nominate an additional candidate or candidates, not to

exceed the number of Directors to be elected, by notice in writing to the Secretary at the specified address of the principal office of the Association, to be received on or before a specified date 15 days from the date the notice is mailed by the Secretary. Within 5 days after such specified date the Secretary shall mail written notice to all Owners, stating the following: (1) the names of Directors to be elected, (2) the number of all persons nominated by the Board and by the members on or before said specified date, (3) that each Owner may cast a vote by mail, and (4) the date established by the Board by which such votes must be received by the Secretary at the address of the principal office of the Association, which shall be specified in the notice. Votes received after that date shall not be effective. All persons elected as Directors pursuant to such an election by mail shall take office effective on the date specified in the notice for receipt of such votes.

(b) In the case of a vote by mail relating to any other matter, the Secretary shall mail written notice to all Owners which notice shall (1) include a proposed written resolution setting forth a description of the proposed action, (2) state that such persons are entitled to vote by mail for or against such proposal and stating a date not less than 20 days after the date such notice shall have been mailed on or before which all votes must be received; and (3) state that votes must be sent to the specified address of the principal office of the Association. Votes received after the specified date shall not be effective. Any such proposal shall be adopted if approved by the affirmative vote of not less than a majority of the votes entitled to be cast on such question, unless a greater voting requirement is established by the Declaration or Bylaws for the matter in question.

(c) Hand delivery of a vote in writing to the principal office of the Association shall be equivalent to receipt of a vote by mail at such address for the purpose of this Section 2.2.3.

(d) For purposes of a vote by mail, quorum requirements shall be deemed satisfied on the basis of the number of ballots timely submitted. If a sufficient number of ballots are not received by the Association by the required date to either constitute a quorum, or to approve a proposal, the Board may extend the date for solicitation of ballots on further notice to all members of not less than ten (10) and no more than thirty (30) days of the new date for counting of ballots. In that event all ballots previously cast on the proposal shall be counted. No such vote may be extended by more than a total of sixty (60) days.

2.2.8 Order of Business. The order of business at all meetings of the Owners of Lots shall be as follows unless dispensed with on motion:

- (1) Roll call.
- (2) Proof of Notice of meeting or waiver of notice.
- (3) Reading of minutes of preceding meeting.
- (4) Reports of officers.
- (5) Reports of committees.
- (6) Election of Directors.
- (7) Unfinished business.
- (8) New business.
- (9) Adjournment.

2.3 Suspension of Membership. During any period in which an Owner shall be in default in the payment of any assessment levied by the Association or the Declarant, the voting rights of such Owner may be suspended by the Board until such assessment has been paid. Such voting right may also be suspended after notice and a hearing, for a period not to exceed sixty (60) days, for violation of any provision of the Declaration or the rules and regulations established by the Board. In the event voting rights are suspended, such vote(s) shall not be counted for any purpose including for the purpose of determining whether a quorum has been achieved or whether any required majority or supermajority has been achieved.

### **SECTION 3. BOARD OF DIRECTORS**

3.1 In General. The affairs of the Association shall be governed by a board (the "Board") of directors (each a "Director") composed of three (3) members, who need not be members of the Association. Until the Transition Date all Directors shall be appointed by Declarant, and shall serve at Declarant's pleasure.

#### 3.2 Election; Term; Vacancies; Additional Provisions Regarding Board.

3.2.1 Term of Office. At the first meeting after the Transition Date, the members of the Association shall elect one (1) Director for a term of one (1) year and one (1) Director for a term of two (2) years and one (1) Director for a term of three (3) years; and at each annual meeting thereafter the members shall elect one (1) Director for a term of three (3) years.

3.2.2 Nomination. After the Transition Date, nomination for election to the Board may be made by the Board. Nominations may also be made from the floor at any annual meeting of the members or special meeting called for the purpose of electing Directors.

3.2.3 Election. Election to the Board shall be by secret written ballot, on a non-cumulative basis.

3.2.4 Vacancies. Vacancies in the Board occurring after the Transition Date caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

3.2.5 Removal. Any Director may be removed from the Board, with or without cause, by a vote of a majority of all Owners in the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors and shall serve for the unexpired term of his or her predecessor.

### 3.3 Meetings of the Board.

3.3.1 Organizational Meeting. The first meeting of a newly elected Board shall be held immediately following the annual meeting of the Association and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting.

3.3.2 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two such meetings shall be held during each fiscal year and one such meeting shall be held immediately following the annual meeting of Owners. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, or by telephone at least three days prior to the day named for such meeting.

3.3.3 Special Meetings. Special meetings of the Board may be called by the President on three days notice to each Director, given personally, or by mail by telephone, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two Directors.

3.3.4 Waiver of Notice. Before, at or after any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him or her of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.3.5 Actions Taken Without Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

3.3.6 Quorum. At all meetings of the Board, a majority thereof shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which quorum is present shall be the acts of the Board. If, at any meeting of the Board, less than a quorum is present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. Attendance at any meeting of the Board may be by telephone or in person.

3.3.7 Compensation. No Director shall receive compensation for any service he may render to the Association as a Director. However, any Director may be reimbursed for his or her actual expenses incurred in performance of his or her duties.

3.3.8 Open Meeting. Any member of the Association or voting representative may attend any meeting of the Board which occurs after the Transition Date, but shall not be entitled to prior notice of a right to participate.

## **SECTION 4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

4.1 Powers. The Board of Directors shall have the power to do all of the following:

4.1.1 Establish rules and regulations governing the members and their guests, and to establish penalties for the infraction thereof.

4.1.2 Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration.

4.1.3 Declare the office of a Director to be vacant in the event such Director shall be absent from three (3) consecutive regular meetings of the Board.

4.1.4 Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

4.1.5 Take any and all actions necessary to comply with and enforce the provisions and requirements of the Declaration, the Articles of Incorporation and these Bylaws, and all powers and rights as provided in the Declaration.

4.2 Duties. It shall be the duty of the Board to do all of the following:

4.2.1 Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members of the Association at the annual meeting of the members.

4.2.2 Supervise all officers, agents and employees of this Association, and see that their duties are properly performed.

4.2.3 Fix, levy and collect assessments as provided in the Declaration.

4.2.4 Cause the Common Area, entry signs, and rights of ways to be maintained.

4.2.5 Issue, or cause an appropriate officer to issue, upon demand by any person or entity, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

4.2.6 Cause the expenses relating to the Common Area, including liability insurance, to be paid as appropriate.

4.2.7 Obtain insurance as it may deem appropriate.

4.2.8 Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

4.2.9 Cause the landscaping to be maintained as provided in the Declaration.

4.2.10 Perform any and all duties necessary to comply with the provisions and requirements of the Declaration, the Articles of Incorporation and these Bylaws.

## **SECTION 5. OFFICERS**

5.1 Designation. The officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected annually by the Board. Members of the Board may simultaneously serve as officers.

5.2 Election of Officers. The officers of the Association shall be elected annually by the Board at the organization meeting of each new Board, shall hold office at the pleasure of the Board. Any person may hold concurrently any two offices, except that the same person may not concurrently hold the offices of President and Secretary. The office of Vice-President need not be filled. The Board may elect officers from among its members, or otherwise.

5.3 Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, with or without cause, and his or her successor elected at any regular or special meeting of the Board called for such purpose.

5.4 President. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and the Board. He or she shall have all of the general powers and duties which are usually vested in the office of the President of a nonprofit association including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

5.5 Vice-President. A Vice-President shall have all the powers and authority and perform all of the functions and duties of the President in the absence of the President or his or her inability for any reason to exercise such powers and functions or perform such duties.

5.6 Secretary. The Secretary shall keep the minutes of meetings of the Board and minutes of meetings of the Association; he or she shall have charge of such books and papers as the Board may direct; and he or she shall in general perform all the duties incident to the office of Secretary. The Secretary may compile and keep up to date at the principal office of the Association a complete list of members and their registered mailing addresses. Such list shall also show opposite each member's name the number or other appropriate designation of the Lot owned

by such member. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

5.7 Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He or she shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board.

5.8 Assistant Secretary. The Board may appoint one or more Assistant Secretaries to perform all of the duties of the Secretary-in the absence of the Secretary.

5.9 Assistant Treasurer. The Board may appoint one or more Assistant Treasurers to perform all of the duties of the Treasurer in the absence of the Treasurer.

## **SECTION 6. OBLIGATIONS OF OWNERS**

6.1 In General. Each Owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which the Declaration was created and each owner shall comply strictly with all provisions of the Declaration.

6.2 Use of Common Areas. Each Owner shall use the Property in accordance with the purpose for which it was intended without hindering or encroaching upon the lawful rights of the other Owners.

6.3 Compliance with Covenants, Bylaws, and Administrative Rules and Regulations. Each member of the Association shall comply strictly with the Declaration, these Bylaws and with the administrative rules and regulations adopted pursuant thereto, as they may be lawfully amended from time to time, and with the covenants, conditions, and restrictions set forth in the deed to his Lot.

6.4 Assessments. Each member of the Association shall pay an initial assessment of \$600, and annual assessments of \$660 per year, prorated the first year of lot ownership and subject to adjustment by the Board as set forth in the Declaration.

## **SECTION 7. AMENDMENTS AND CONFLICTS**

7.1 Amendments. These Bylaws may be amended by Declarant at any time prior to the Transition Date. The Bylaws may be amended at any time by majority vote of the Board. Any Lot Owner or Owners who desire that these Bylaws be amended may propose amendments to the Board. A majority of the Directors may cause a proposed amendment to be submitted to the members of the Association for their consideration. If an amendment is proposed by Owners of 20% or more of the Lots, then irrespective of whether the Board concurs in the proposed amendment it shall be submitted to the members of the Association for their consideration at their next regular or special meeting for which timely notice may be given. Notice of a meeting at

which an amendment is to be considered shall include the text of the proposed amendment. Amendments may be adopted at a meeting of the Association or by written consent of the requisite number of Owner entitled to vote, after notice has been given to all persons (including Mortgagees) entitled to receive notice of a meeting of the Association. These Bylaws may not be amended so as to render them inconsistent with the Declaration.

7.2 Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

## **SECTION 8. MORTGAGES**

8.1 Notice of Unpaid Assessments. The Association shall at the request of a Mortgagee of a Lot report any unpaid assessments due from the owner of such Lot.

## **SECTION 9. EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS AND REQUIRED PROXIES**

9.1 Proof of Ownership. Any Person or Persons on becoming an Owner of a Lot shall furnish to any managing agent or Board a photocopy of a certified copy of the recorded instrument vesting that person with an interest or ownership, which instrument shall remain in the files of the Association.

9.2 Registration of Mailing Address. The Owner of each Lot shall have one and the same registered mailing address to be used by the Association for mailing of monthly statements, notices, demands and all other communications; and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association or other legal entity or any combination thereof to be used by the Association. Such registered address shall be furnished by such Owner to the Secretary within five (5) days after transfer of title; such registration shall be in written form and signed by all of the Persons constituting such Owner or by such Persons as are authorized by law to represent the interests of all such Persons. If no such address is registered or if all the Owners cannot agree, then the address of the Lot shall be the registered address for all purposes of this section. Registered addresses may be changed from time to time by a similar designation.

9.3 Condition to Voting Right. The requirements contained in this Section shall be first met before an Owner of a Lot shall be deemed in good standing and entitled to vote at any annual or special meeting of members, and the vote of any such Owner shall not be counted for any purpose, including for the purpose of determining whether any quorum, majority or supermajority requirement has been satisfied.

**SECTION 10. COMMITTEES**

10.1 Committees of Directors. The Board may appoint one or more committees that consist exclusively of one or more Directors. Such committees shall have and exercise, to the extent provided in the resolution establishing the committee, the authority of the Board in the management of the Association; but the appointment of any such committee shall not relieve the Board of its ultimate responsibility for the administration and management of the Property.

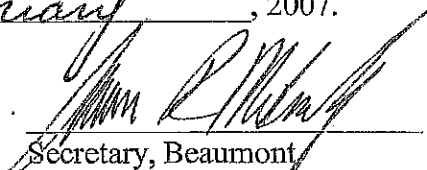
10.2 Other Committees. Other committees, not having or exercising the authority of the Board in the management of the Association, may be appointed by President or the Directors, as they deem appropriate.

**SECTION 11. CONFLICT WITH DECLARATION OR LAW**

These bylaws are intended to comply with and supplement the requirements of RCW 24.03 and the Declaration. If any of these Bylaws conflict with the provisions of said statute or Declaration, the provision of the statute and Declaration will control.

The foregoing Bylaws have been adopted by the Board of Directors of the Beaumont Homeowners Association.

DATED as of this 2 day of February, 2007.

  
Secretary, Beaumont  
Homeowners Association

Return to:  
Beaumont, LLC  
505 Cedar Ace Ste B-1  
Marysville, WA 98270



Please print neatly or type information:

Document Title(s)

Amendment 1 To Bylaws of Beaumont Homeowners Association

Reference Number(s) of related documents:

Bylaws of Beaumont Homeowners Association Recording #  
200703210179 \_\_\_\_\_

Additional Reference #'s on page \_\_\_\_\_

Grantor(s) (Last, First, and Middle Initial)

Beaumont, LLC, a Washington Limited Liability Company \_\_\_\_\_

Additional Grantors on page \_\_\_\_\_

Grantee(s) (Last, First, and Middle Initial)

Beaumont Homeowners' Association \_\_\_\_\_

Additional Grantees on page \_\_\_\_\_

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

NW ¼, SW ¼, SEC. 28 TWP. 27 N, RGE 5 E, W.M. \_\_\_\_\_

Complete legal on page \_\_\_\_\_

Assessor's Property Tax Parcel/Account Number

27052800301200, 27052800303100, 27052800301400, 27052800302600,  
27052800302500, 27052800301300, 27052800302800, 27052800303300,  
27052800303200, 00689400000800 \_\_\_\_\_

Additional parcel #'s on page \_\_\_\_\_

The Auditor/Recorder will rely on the information provided on this form. The responsibility for the accuracy of the indexing information is that of the document preparer.

\*I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

\_\_\_\_\_  
Signature of Requesting Party

**AMENDMENT 1**  
**To**  
**BYLAWS OF BEAUMONT HOMEOWNERS ASSOCIATION**

The undersigned, in its capacity as "Declarant" under the Bylaws of the Beaumont Homeowners Association, a Washington non-profit corporation (the "Association"), acting pursuant to its authority under section 7.1 of the Bylaws dated February 2, 2007 (the "Bylaws"), hereby amends section 6.4 of the Bylaws to read as follows:

*"6.4 Assessments. Each member of the Association shall pay an initial assessment of \$600. Each Unit shall bear 1/54<sup>th</sup> of the cost of maintaining the Storm water detention facilities on Tracts 998 and 999 ("Detention Facility Expense"). Each Member of the Association other than Lots 52, 53, and 54 shall bear 1/51st of all other expenses of the Association (including without limitation landscaping of Tracts 998 and 999). Each Lot Owner other than the owners of Lots 52, 53 and 54 shall pay annual assessments of \$660 per year, prorated the first year of lot ownership and subject to adjustment by the Board from time to time based on actual expenses of the Association, divided by 51. The initial assessment paid by the Owners of Lots 52, 53 and 54 shall be applied against such Lots' 1/54<sup>th</sup> share of the Detention Facility Expenses, until such initial assessment is exhausted. Thereafter the Owners of Lots 52, 53 and 54 shall be assessed on an annual basis 1/54<sup>th</sup> of the Detention Facility Expense.*

BEAUMONT, LLC

By: 

Date: 4/20/10

UNITED STATES OF AMERICA

The State of



Washington

Secretary of State

I, **SAM REED**, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

**CERTIFICATE OF INCORPORATION**

to

**BEAUMONT HOMEOWNERS ASSOCIATION**

a/an WA Non-Profit Corporation. Charter documents are effective on the date indicated below.

Date: 11/8/2006

UBI Number: 602-667-291

APPID: 703920



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Sam Reed, Secretary of State

November 8, 2006

STATE OF WASHINGTON

**ARTICLES OF INCORPORATION  
OF  
BEAUMONT HOMEOWNERS ASSOCIATION**

The undersigned, acting as incorporator of a corporation under the Washington Non-Profit Miscellaneous and Mutual Corporations Act (the "Act"), adopts the following Articles of Incorporation for the Beaumont Homeowners Association.

**ARTICLE 1. NAME**

The name of this corporation shall be the BEAUMONT HOMEOWNERS ASSOCIATION (the "Association").

**ARTICLE 2. DURATION**

The duration of this Association shall be perpetual.

**ARTICLE 3. PURPOSES AND POWERS**

3.1 Purposes. The purpose for which the Association is organized is to provide an entity for the operation of a residential development known as the Plat of Beaumont located in Snohomish County, Washington and described on Exhibit A hereto (the "Property"). The Association shall engage in all such activities as are incidental or conducive to the attainment of the objectives of the Association and all activities which are permitted to be done by a nonprofit corporation under any laws that may now or hereafter be applicable or available to this Association.

3.2 Powers. The powers of this Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Protective Covenants, Conditions and Restrictions Running with Land for the Plat of Beaumont, Lots 1-54, recorded with Auditor's Office of Snohomish County, Washington, as it may from time to time be amended (the "Declaration"). The powers of this Association shall include, without limitation, the following:

3.2.1 The power to perform all duties and obligations of the Association as set forth in the Declaration;

3.2.2 The power to fix, levy, collect and enforce payment by any lawful means of all charges or assessments made pursuant to the Declaration and to pay all expenses in connection therewith and all office or other expenses incident to the conduct of the business of the Association, including all licenses, taxes and governmental charges levied or imposed against the property of the Association;

3.2.3 The power to acquire by gift pledge or otherwise, own, hold, improve, build upon, operate, maintain, insure, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

3.2.4 The power to borrow money, and with the consent of at least 67% of the voting power of the Association, mortgage, pledge, encumber or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

3.2.5 With the consent of at least 67% of the voting power of the Association, the power to dedicate, sell, transfer, all or any part of the common area of the property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Board;

3.2.6 The power to participate in mergers and consolidations with other non-profit corporations for the same purposes, provided that any such merger or consolidation shall have the consent of at least 67% of the voting power of the Association;

3.2.7 The power to have or exercise any and all powers, rights and privileges which a corporation existing under the Act may now or hereafter have or exercise; and

3.2.8 The power to enter into contracts as specified in the Declaration.

#### **ARTICLE 4. MEMBERS**

The Association shall have one class of members, which shall consist of the Persons owning a fee interest in any of the Lots in the Property. The Persons constituting the Owners of a Lot shall become members of the Association automatically upon taking title to a Lot, and cease to be members of the Association upon conveying their interest in the Lot (including by real estate contract) to another. The rights and responsibility of members of the Association are set forth in detail in the Declaration. Ownership of a fee interest in a Lot shall be the sole qualification for membership in the Association.

#### **ARTICLE 5. DISTRIBUTION OF ASSETS UPON DISSOLUTION OR LIQUIDATION**

5.1 Consent Required for Dissolution. The Association may be dissolved upon the written approval of Persons holding 90% of the voting power of the Association.

5.2 Distribution. Upon dissolution of the Association, the assets, both real and personal of the Association, shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association, or, as provided in the Declaration, an equal and undivided fee interest in the Common Areas shall thereafter be transferred to each Owner and pass with ownership of the Lot.

#### **ARTICLE 6. DEVELOPER'S RIGHTS**

All the rights, powers and functions of the Association, or the Board of Directors, including the right to do any actions which require the approval of a majority or supermajority of

the voting power of the Association, may at the option of Declarant be exercised and/or performed by Declarant until the date control of the Association passes to the Lot Owners.

**ARTICLE 7. REGISTERED OFFICE AND AGENT**

The address of the initial registered office of this Association is:

505 Cedar Ave., Suite B-1  
Marysville, WA 98270

The name of its initial registered agent at such address is Aaron Metcalf.

**ARTICLE 8. DIRECTORS**

The number of Directors of this Association shall be fixed by the bylaws and may be increased or decreased from time to time in the manner specified therein. The initial board of directors shall consist of three Directors appointed by Declarant. The names and address of the persons who shall serve as Directors until the first meeting of the member(s) and until their successors are appointed or elected unless they resign or are removed are:

Aaron Metcalf  
505 Cedar Ave., Suite B-1  
Marysville, WA 98270

Jason Wood  
505 Cedar Ave., Suite B-1  
Marysville, WA 98270

Brodie Young  
505 Cedar Ave Suite B-1  
Marysville, WA 98270

**ARTICLE 9. INDEMNIFICATION**

Each Director, committee member, officer of the Association, Declarant and any managing agent (collectively and individually, "Indemnitee") shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed in connection with any proceeding, dispute, or settlement thereof to which Indemnitee may be a party, or in which Indemnitee may become involved, by reason of any individual Indemnitee's status as Association committee member, Association officer, Director or managing agent (whether or not the individual Indemnitee holds such position at the time such expenses or liabilities are incurred). The indemnification set forth in the preceding sentence shall not apply: (i) to the extent such expenses and liabilities are covered by insurance; (ii) with regard to acts or omissions that involve intentional misconduct by an Indemnitee, or a knowing violation of law by an Indemnitee; or (iii) with regard to any transaction from which an Indemnitee will personally receive a benefit in money, property, or services to which the Indemnitee is not legally entitled. If such liability and

expense arise out of the concurrent negligence of Indemnitee and Association, this indemnity shall still apply, but if specifically required by statute, then this indemnification shall apply only to the extent Indemnitee's liability arises out of the negligence of Association, or out of negligence of a third party.

**ARTICLE 10. LOANS TO DIRECTORS AND OFFICERS PROHIBITED**

No loans shall be made by the Association to its Directors or officers. The Directors of the Association who vote for or assent to the making of a loan to a Director or an officer of the Association and any officer or officers participating in the making of such loan shall be jointly and severally liable to the Association for the amount of such loan until the repayment thereof.

**ARTICLE 11. AMENDMENT OF ARTICLES**

Declarant may amend these Articles at any time before the date control of the Association passes to the Lot Owners. After the date such control passes, the power to adopt, amend or repeal the Articles of this Association shall be limited as provided in the Declaration; provided further that no material amendment to these Articles shall be made unless thirty (30) days written notice of the proposed material amendment is given by the Association to institutional holders of first mortgages or equivalent liens who have requested notice thereof in writing.

**ARTICLE 12. DEFINITIONS AND INTERPRETATIONS**

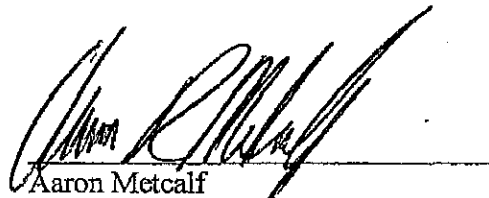
All terms used in these Articles shall have the same meaning as in the Declaration unless specifically indicated to the contrary. In the case of any conflict between any of these Articles and the bylaws, these Articles shall control. In the case of any conflict between these Articles and the Declaration, the Declaration shall control.

**ARTICLE 13. INCORPORATOR**

The name and address of the incorporator is:

Aaron Metcalf  
505 Cedar Ave., Suite B-1  
Marysville, WA 98270

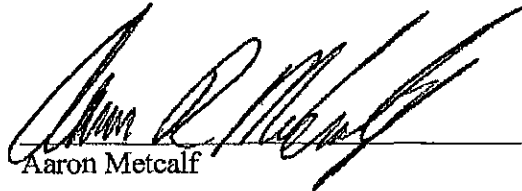
of this 28<sup>th</sup> day of Sept., 2006. IN WITNESS WHEREOF, the incorporator has signed these articles in duplicate as

  
Aaron Metcalf


**CONSENT TO APPOINTMENT AS REGISTERED AGENT**

I, AARON METCALF, hereby consent to serve as Registered Agent in the state of Washington for the corporation herein named. I understand that as agent for the corporation, it will be my responsibility to accept Service of Process in the name of the corporation; to forward all mail to the corporation; and to immediately notify the Office of the Secretary of State in the event of my resignation or of any change in the Registered Office address of the corporation for which I am agent.

9/28/06  
(Date)

  
\_\_\_\_\_  
Aaron Metcalf

Return to:  
Beaumont, LLC  
505 Cedar Ace Ste B-1  
Marysville, WA 98270

  
200703210178 12 PGS  
03-21-2007 09:49am \$43.00  
SNOHOMTSH COUNTY, WASHINGTON

Please print neatly or type information:

Document Title(s)

Declaration of Covenants, Conditions and Restrictions For Beaumont Lots 1-54

Reference Number(s) of related documents:

CC and R's Pages 1 through 11 \_\_\_\_\_  
Additional Reference #'s on page \_\_\_\_\_

Grantor(s) (Last, First, and Middle Initial)

Beaumont, LLC, a Washington Limited Liability Company \_\_\_\_\_  
Additional Grantors on page \_\_\_\_\_

Grantee(s) (Last, First, and Middle Initial)

Beaumont Homeowners' Association \_\_\_\_\_  
Additional Grantees on page \_\_\_\_\_

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

NW ¼, SW ¼, SEC. 28 TWP. 27 N, RGE 5 E, W.M. \_\_\_\_\_  
Complete legal on page 7-11

Assessor's Property Tax Parcel/Account Number

27052800301200, 27052800303100, 27052800301400, 27052800302600,  
27052800302500, 27052800301300, 27052800302800, 27052800303300,  
27052800303200, 00689400000800 \_\_\_\_\_  
Additional parcel #'s on page \_\_\_\_\_

The Auditor/Recorder will rely on the information provided on this form. The responsibility for the accuracy of the indexing information is that of the document preparer.

\*I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

\_\_\_\_\_  
Signature of Requesting Party

AFTER RECORDING MAIL TO:

Aaron Metcalf  
C/O Beaumont, LLC.  
505 Cedar Ave. Suite B-1  
Marysville, WA 98270

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND  
RESTRICTIONS RUNNING WITH LAND FOR THE PLAT OF

*Beaumont Lots 1-54*

This Declaration of Protective COVENANTS, CONDITIONS and RESTRICTIONS running with the land is hereby made this 21 day of March, 2008 by Beaumont, LLC. (herein called "Declarant").

WITNESSETH:

Whereas, Declarant is the owner of certain real property described in the plat of *Beaumont, LOTS 1-54*, which was recorded under recording number 200703215215.

Declarant hereby adopts and declares the following protective covenants to run with the land of *Beaumont, LOTS 1-54* and does hereby bind itself and all their future grantees, assignees and successors to said covenants for the term hereinafter stated as follows:

- 1) The area covered by these covenants is the entire area described above and each portion of the land described shall be covered by these covenants upon filing of an approved plat of such land.

2) Except for Declarant's and/or assignees or it's agent's temporary construction office, sales office(s) and model home, no lot in *Beaumont, LOTS 1-54* shall be used except for single family residences. No building shall be erected, altered, extended, placed or permitted to remain on any lot other than a single family dwelling with a private attached garage. Each lot owner shall be responsible for determining the suitability of soil conditions for any construction on a lot.

3) No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

4) No structure of a temporary character, trailer, mobile home, recreational vehicles, tents, shed, shack, garage, barn or any other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

5) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except for dogs, cats or other household pets, provided that they are not kept, bred, or maintained for commercial purposes. A maximum of two domesticated household pets per dwelling is allowed.

6) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

7) No goods, equipment, or vehicle (including buses or trailers of any description) shall be dismantled or repaired outside any building.

8) No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and no such waste shall be kept upon any lot except in sanitary containers. No yard rakings such as rocks, roots, dead grass and other materials accumulated as result of landscaping shall be dumped on any other lot or into streets. Over-growth on vacant lots are to be kept at a height of not more than twelve inches.

9) No vehicle, including commercial and recreational, bus, boat, or trailer shall be parked on a regular basis in the street nor shall any vehicle, recreational vehicle, bus, boat, trailer, truck (excluding pickup trucks of one ton or less) of any description be stored on any lot nearer to the street than the leading edge of the building.

10) Building setbacks shall conform to *Snohomish County* requirements. Plot plans must be submitted and approved by the Architectural Control Committee (ACC) which shall be directed to the attention of:

ARCHITECTURAL CONTROL COMMITTEE

*Beaumont, Lots 1-54*

C/O Beaumont, LLC.

505 Cedar Ave. Suite B-1

Marysville, WA 98270

Unless otherwise approved by the Architectural Control Committee, the following design/construction requirements shall apply.

11) Any dwelling or structure erected or placed on any lot shall be completed as to external appearance, including finish painting, and in accordance with the plans and specifications approved by the ACC within nine (9) months from the date of the start of construction. Landscaping of the front yard shall be installed within thirty (30) days of the completion of dwelling or nine (9) months from the beginning of construction whichever occurs first.

12) Any and all structure(s) upon any lot shall at all times be maintained in good condition and repair and properly painted or stained. All trees, hedges, shrubs, flowers and lawns growing on any lot shall be maintained and cultivated so that the appearance of the lot is not detrimental to the neighborhood as a whole.

13) Driveways and Entry Walks: All front entry walks and driveways shall be exposed Aggregate concrete.

14) Roofing: All roofing material shall be at a minimum, 25 year "architectural" composition shingle roof, cedar shake or tile.

15) Siding: All siding material elevation is to be composed of either lap type wood composition siding, cedar, brick, or quarry stone material.

16) Color Selections: Appropriate color selections for siding, trim, roofing, windows and brick (if used) are required.

17) Chimneys: All masonry exterior fireplaces shall be of brick or quarry stone material. Wood enclosed chases are allowed. Cement blocks will not be allowed.

18) Building Specifications: The following must be submitted for approval before construction begins: \*\*

A) Floor Plans

B) Elevations

C) Plot plans, drainage plans and siding of the building and garage including finished floor height above curbs as determined at front property line.

D) Exterior Color samples

18) (Cont.)

E) Specifications on:

- 1) roofing
- 2) siding
- 3) windows

Minimum square footage requirements are as follows:

- A) Detached one story rambler - 2250 sq.ft.
- B) Detached 2 story and tri-levels 2400 sq.ft.
- C) Two car attached garages

\*\* Any approval by the Architectural Control Committee does not constitute a waiver of Snohomish County Codes and Ordinances and that the more restrictive of the CC & R's or Snohomish County Codes and Ordinances shall apply.

- 19) The decision of the ACC shall be final and binding on all parties.
- 20) Firewood shall be stored behind the back building line.
- 21) No radio or television antenna or satellite dish shall be permitted without written approval of the ACC.
- 22) No visible or audible trade, craft, business, profession, commercial or audible activity of any kind shall be conducted on any lot, nor shall any goods, construction equipment materials or supplies used in connection with any trade, service of business be placed outside on any lot at anytime excepting the right of any home builder and the DECLARANTS to construct residences on any lot and to store construction equipment on said lots in the normal course of construction.
- 23) No fence or wall shall be permitted between the front setback line of the house and the roadway right-of-way, except that decorative fences having a height of three feet or less may be constructed in said area.
- 24) No building, wall, fence or other structure shall be commenced or erected or altered upon any lot, nor shall any exterior addition or alteration be made until the construction plans and specifications pursuant to paragraph 18 are reviewed and accepted by the ACC. In the event the ACC fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and the Article will be deemed to have been fully complied with.

25) The ACC initially shall be composed of representatives of Beaumont, LLC. or such other person(s) appointed from time to time by Declarant. Declarant shall appoint the ACC until: A) One hundred percent (100%) of the lots within the property been built upon and conveyed by the Declarant and it's assignees to purchasers, or, B) written termination of Declarant's control of the ACC whichever shall first occur, from and after such time or event, as the case may be, the ACC shall be composed of two (2) or more representatives appointed by the majority of the owners of lots covered by this Declaration. Declarant shall have no responsibility or liability for maintaining the active status of the ACC. In the event of the death or resignation of any member of the ACC *prior* to the time when the then record owners are vested with the authority to appoint Committee members, the Declarant shall have the right to appoint such member's successor. In the event of the death or resignation of any member of the ACC *after* the time when the owners are vested with the authority to appoint Committee members, a new representative may be appointed by the majority of the owners of the lots. Term of office of ACC members shall run no more than three (3) years in occurrence.

26) Until such time as Declarant has sold all of the lots in *Beaumont, LOTS 1-54* no sewer, utility or road easement shall be granted over any lot without the prior written consent of the Declarant.

27) These covenants are to run with the land and shall be binding on all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part. This Declaration of Protective Covenants, Conditions and Restrictions may be amended only by an affirmative vote of the owners of not less than seventy-five (75%) percent of the lots, and further, this amendment provision shall not be amended to allow amendments by vote of the owners of less than seventy -five (75%) percent of the lots.

28) Enforcement: It shall be lawful for any person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person violating or attempting to violate any such covenant and either to prevent him/her or them from so doing or to recover damages or other dues for such violations.

29) Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

30) Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Plat to or for the general public or for any public purposes whatsoever, it being the intention of the Declarant that these CC&R's shall be strictly limited to and for the purposes herein expressed.



## Complete Legal Description

### PARCEL A1:

THE WEST 290.00 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M., SNOHOMISH COUNTY, WASHINGTON.

TOGETHER WITH AN EQUAL AND UNDIVIDED ONE FOURTH INTEREST IN THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH 87°34'21" WEST ALONG THE SOUTH LINE THEREOF 740.00 FEET; THENCE NORTH 2°21'50" EAST PARALLEL WITH THE EAST LINE OF SAID SUBDIVISION 143.36 FEET TO A POINT 20.00 FEET SOUTH OF THE NORTH LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE SOUTH HALF; THENCE NORTH 87°35'48" WEST PARALLEL TO SAID NORTH LINE 289.45 FEET TO A POINT 290.00 FEET EAST OF THE WEST LINE OF SAID SUBDIVISION; THENCE NORTH 2°32'30" EAST PARALLEL WITH SAID WEST LINE 40.00 FEET; THENCE SOUTH 87°35'48" EAST 329.45 FEET TO A POINT 700.00 FEET WEST OF THE EAST LINE OF SAID SUBDIVISION; THENCE SOUTH 2°21'50" WEST PARALLEL TO SAID EAST LINE 145.00 FEET; THENCE SOUTH 87°35'48" EAST 700.00 FEET TO THE EAST LINE OF SAID SUBDIVISION; THENCE SOUTH 2°21'50" WEST ALONG SAID EAST LINE 38.08 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO SNOHOMISH COUNTY, WASHINGTON FOR ROAD BY DEEDS RECORDED UNDER AUDITOR'S FILE NUMBER 182604 AND 2286091.

### PARCEL A2:

THE WEST 40 FEET OF THE FOLLOWING DESCRIBED PARCEL:

THE NORTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THE WEST 290.00 FEET THEREOF;

EXCEPT THE EAST 685.00 FEET THEREOF;

EXCEPT THE SOUTH 20.00 FEET THEREOF.

### PARCEL B:

THAT PORTION OF LOT B OF SHORT PLAT RECORDED UNDER AUDITOR'S FILE NUMBER 2284691, DESCRIBED AS FOLLOWS:

THE NORTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 27 NORTH RANGE 5 EAST, W.M., SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THE WEST 330 FEET THEREOF;

EXCEPT THE EAST 685.00 FEET THEREOF;

AND EXCEPT THE SOUTH 20.00 FEET THEREOF;

AND ALSO THE WEST 15.00 FEET OF THE EAST 700.00 FEET OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M., SNOHOMISH COUNTY, WASHINGTON;

TOGETHER WITH AN EQUAL AND UNDIVIDED ONE-FOURTH INTEREST IN THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH  $87^{\circ}34'21''$  WEST ALONG THE SOUTH LINE THEREOF 740.00 FEET; THENCE NORTH  $2^{\circ}21'50''$  EAST PARALLEL WITH THE EAST LINE OF SAID SUBDIVISION 143.36 FEET TO A POINT 20.00 FEET SOUTH OF THE NORTH LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE SOUTH HALF; THENCE NORTH  $87^{\circ}35'48''$  WEST PARALLEL TO SAID NORTH LINE 289.45 FEET TO A POINT 290.00 FEET EAST OF THE WEST LINE OF SAID SUBDIVISION; THENCE NORTH  $2^{\circ}32'30''$  EAST PARALLEL WITH SAID WEST LINE 40.00 FEET; THENCE SOUTH  $87^{\circ}35'48''$  EAST 329.45 FEET TO A POINT 700 FEET WEST OF THE EAST LINE OF SAID SUBDIVISION; THENCE SOUTH  $2^{\circ}21'50''$  WEST PARALLEL TO SAID EAST LINE 145.00 FEET; THENCE SOUTH  $87^{\circ}33'48''$  EAST 700 FEET TO THE EAST LINE OF SAID SUBDIVISION; THENCE SOUTH  $2^{\circ}21'50''$  WEST ALONG THE EAST LINE 38.68 FEET TO THE POINT OF BEGINNING;

EXCEPT THE EAST 20 FEET THEREOF CONVEYED TO SNOHOMISH COUNTY, WASHINGTON FOR ROAD BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 183604.

PARCEL C:

LOT C OF SHORT PLAT NUMBER SP 20 (2-73), RECORDED UNDER AUDITOR'S FILE NUMBER 2284691, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M.

PARCEL D1:

THE SOUTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY WASHINGTON;

EXCEPT THE WEST 290.00 FEET THEREOF;

EXCEPT THE EAST 740.00 FEET THEREOF;

AND EXCEPT THE NORTH 20.00 FEET THEREOF.

(ALSO KNOWN AS PARCEL D AS DELINEATED ON SHORT PLAT NO. SP 20 (2-73) RECORDED UNDER AUDITOR'S FILE NUMBER 2284291, RECORDS OF SNOHOMISH COUNTY, WASHINGTON)

TOGETHER WITH THAT PORTION OF LOT 4 OF SHORT PLAT RECORDED UNDER AUDITOR'S FILE NUMBER 7909270331 AND CORRECTION THEREOF FILED UNDER AUDITOR'S FILE NUMBER 7909270331 DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M.; COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 28' THENCE SOUTH  $02^{\circ}31'35''$  WEST 979.61 FEET TO THE NORTHWEST CORNER OF LOT 4 OF SAID SHORT PLAT; THENCE SOUTH  $87^{\circ}35'27''$  EAST, ALONG THE NORTH LINE OF SAID LOT 4, 498.89 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH  $87^{\circ}35'27''$  EAST 30.20 FEET; THENCE SOUTH  $81^{\circ}04'53''$  WEST 29.61 FEET; THENCE NORTH  $08^{\circ}55'07''$  WEST 5.93 FEET TO THE TRUE POINT OF BEGINNING;

PARCEL D2:

AN EQUAL AND UNDIVIDED 1/4 INTEREST IN AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS ESTABLISHED BY INSTRUMENT RECORDED MARCH 7, 1973 UNDER AUDITOR'S FILE NUMBER 2284690, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, OVER UNDER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEAST QUARTER OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH  $87^{\circ}34'21''$  WEST ALONG THE SOUTH LINE THEREOF 740.00 FEET; THENCE NORTH  $2^{\circ}21'50''$  EAST PARALLEL WITH THE EAST LINE OF SAID SUBDIVISION 143.36 FEET TO A POINT 20.00 FEET SOUTH OF THE NORTH LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE SOUTH HALF; THENCE NORTH  $87^{\circ}35'48''$  WEST PARALLEL TO SAID NORTH LINE 289.45 FEET TO A POINT 290.00 FEET EAST OF THE WEST LINE OF SAID SUBDIVISION; THENCE NORTH  $2^{\circ}32'30''$  EAST PARALLEL WITH SAID WEST LINE 40.00 FEET; THENCE SOUTH

87°35'48" EAST 329.45 FEET TO A POINT 700.00 FEET WEST OF THE EAST LINE OF SAID SUBDIVISION; THENCE SOUTH 2°21'50" WEST PARALLEL TO SAID EAST LINE 145.00 FEET; THENCE SOUTH 87°35'48" EAST 700.00 FEET TO THE EAST LINE OF SAID SUBDIVISION; THENCE SOUTH 2°21'50" WEST ALONG SAID EAST LINE 38.68 FEET TO THE POINT OF BEGINNING;  
EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO SNOHOMISH COUNTY, WASHINGTON, FOR ROAD BY DEEDS RECORDED UNDER RECORDING NUMBERS 182604 AND 2286091.  
EXCEPT AND PORTION THEREOF LYING WITHIN THE ABOVE DESCRIBED MAIN TRACT.

PARCEL E:

LOT 8, CANYON PARK ESTATES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 40, OF PLATS, PAGES 78 AND 79, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

PARCEL F:

THE EAST 685 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M.

EXCEPT THE EAST 260 FEET THEREOF  
TOGETHER WITH THE NORTH 20 FEET OF THE EAST 260 FEET OF THE SAID NORTH HALF OF THE NORTH HALF  
EXCEPT THE EAST 20 FEET THEREOF FOR 39TH AVE SE

PARCEL G:

THE EAST 220 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, THENCE SOUTH 27 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THE NORTH 20 FEET THEREOF AND  
EXCEPT THE EAST 20 FEET THEREOF FOR 39TH AVENUE SOUTHEAST.

PARCEL H:

THE EAST 40 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE EAST 685 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, THENCE SOUTH 27 NORTH, RANGE 5 EAST, W.M.,

EXCEPT THE EAST 220 FEET THEREOF AND

EXCEPT THE NORTH 20 FEET FOR ROAD.

PARCEL I:

NORTH 125 FEET OF THE EAST 700 FEET OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 28, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M.  
EXCEPT THE EAST 350 FEET THEREOF;

PARCEL J:

NORTH 125 FEET OF THE EAST 350 FEET OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 28, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M.  
EXCEPT THE EAST 20 FEET AS CONVEYED TO SNOHOMISH COUNTY FOR ROAD UNDER AUDITOR'S FILE NUMBER 183604 IN VOLUME 147 OF DEEDS ON PAGE 8, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.