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Group Four, Inc.  
19502 56th Ave W.  
Lynnwood, WA 98036

RECORDED

- 8.00

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DEAN W. WILLIAMS, AUDITOR  
SNOHOMISH COUNTY, WASH  
DEPUTY

DECLARATION OF:  
COVENANTS, CONDITIONS AND RESTRICTIONS  
PLAT OF MEADOW CREEK PARK EAST

*Milled Smith*

THIS DECLARATION, made on the date hereinafter set forth, by Meadow Creek Park Associates, a General Partnership consisting of Connwill, Inc. and G & A Developers, a partnership consisting of Gerald D. Bold and Alvin D. Zahnow, all hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Snohomish, State of Washington, more particularly described as follows:

Plat of Meadow Creek Park East, as recorded in Volume 46 of Plats, Pages 265 & 266, records of Snohomish County, State of Washington, under Recording number 860495003.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns,

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and shall inure to the benefit of each owner thereof.

ARTICLE I.

Definitions

Section 1. "Association" shall mean and refer to Meadow Creek Park East Homeowners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entitles, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The common area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Common Area:

Tracts 995, 997, 998 and 999 within the Plat of Meadow Creek Park East as recorded in Volume 46 of Plats, Pages 265 & 266, records of Snohomish County, Washington.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties

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with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to the Joint Venturers described in the preamble hereto, their successors and assigns.

## ARTICLE II.

### Property Rights

Section 1. Owner's Easements of Enjoyment: Every owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable fees for the use of any recreational facility situated upon the Common Areas;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid;

(c) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the total membership agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use: Any owner may delegate in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

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ARTICLE III.

Membership and Voting Rights

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two (2) classes of voting membership:

Class A: Class A members shall be all owners with the exception of the Declarant and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B: The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) On January 1, 1995.

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ARTICLE IV.

Covenants for Maintenance Assessment

Section 1. Creation of the Lien and Personal Obligation of Assessments: The Declarant, for each lot owned within the properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (1) annual assessments or charges; and
- (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments: The assessment levied by the Association shall be used exclusively to promote the the recreation, health, safety, and welfare of the residents

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in the Properties and for the improvement and maintenance of the Common Areas, including real property taxes.

Section 3. Maximum Annual Assessment: Until January 1st of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall not exceed Twenty-five dollars (\$25.00) per lot.

(a) From and after January 1st of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than three percent (3%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above three percent (3%) by a vote of two-thirds (2/3) of the total membership who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment in an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements:  
In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of

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defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the total membership who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized under Section 3 and 4: Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the total membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis, provided,

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however, that any unimproved lot owned by Declarant shall not be subject to any assessment or charge herein.

Section 7. Date of Commencement of Annual Assessments; Due Dates: The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Areas. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 8. Effect of Non-payment of Assessments; Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability

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for the assessments provided for herein by non-use of the Common Areas or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages:

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to the mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Real Property Taxes: In the event real property taxes shall become delinquent on the Common Areas, the total amount of the delinquent taxes shall be divided equally among all the Owners, and said portion of each Owner's share of delinquent taxes shall be a lien on said Owner's lot to the same extent as if the delinquent tax was on the Owner's lot.

Section 11. Subordination of the Lien of Taxes to Mortgage: The lien of the taxes provided for herein relative to the Common Areas only, shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof,

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shall extinguish the lien of such taxes as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any taxes thereafter becoming due or from the lien thereof.

Section 12. Common Area Maintenance Responsibility:

Maintenance of the Common Areas and planter islands in the Cul de Sacs shall be the responsibility of the Homeowners Association. ① The Common Areas shall be maintained as open space in nature native condition. The construction of tennis courts, swimming pools, playground equipment, and the amenities commonly used in a park may be permitted after approval by the Board of Directors of the Homeowners Association. ② Trees shrubery, plants, soil, and natural growth shall not unnecessarily be disturbed.

ARTICLE V.

Declaration of Protective Covenants

Section 1. Architectural Control Committee: "A.C.C." shall mean and refer to the Architectural Control Committee as provided for and defined in these Covenants. The Association shall appoint an Architectural Control Committee. The A.C.C. shall consist of not less than three (3) nor more than five (5) members, who need not be members of the Association. The members of the A.C.C. shall serve without compensation.

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A. Membership: The Architectural Control Committee is composed of:

1. Gale W. Conner
2. Daniel Coulter
3. Gerald D. Bold.

A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have authority to designate a successor. At any time the Committee shall have three (3) members or more. However, approval in writing by any two (2) Committee members will be sufficient. Members of the Architectural Control Committee shall be appointed by and serve at the pleasure of the Directors of the Homeowners Association.

B. Procedure: The Committee's approval or disapproval as required in these covenants, shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. However, square footage

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as defined in Section 19 hereof, will be a requirement whether plans have or have not been approved.

- (1) These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of ten (10) 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 a majority of the then-owners of the lots has been recorded agreeing to change said covenants in whole or in part.
- (2) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The Court may award attorney's fees to the Architectural Control Committee against any person found to be in violation hereof.
- (3) Invalidation of any one of the covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Section 2. Property Subject to this Declaration: The real property which is, and shall be, held, transferred, sold, conveyed, and occupied, subject to this Declaration is located in Snohomish County, Washington, Plat of Meadow Creek Park East, as the same appears on the Plat recorded in Volume \_\_\_\_\_ pages \_\_\_\_\_, records of Snohomish County, State of Washington.

Section 3. General Provisions: These Restrictive Covenants shall run with the land and shall be binding upon

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all parties thereto and all persons claiming under them for a term of twenty (20) years. The provisions of this Declaration are declare to create mutual, equitable covenants and servitudes for the benefit of Declarant and each Owner or contract purchaser of a lot or building site subject to said covenants, conditions, and their successors in interest. Enforcement of these covenants, conditions and restrictions may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants, conditions or restrictions, either to restrain violation and/or to recover damages, and failure of the Declarant, the Architectural Control Committee, or any owner or contract purchaser to enforce any covenant, restriction, or exercise any rights herein contained, shall in no event be deemed a waiver of the right to do so thereafter. All costs incurred in enforcement shall be at the expense of the violator or violators.

Section 4. Building Restrictions: All lots as recorded in the plat shall be known and described as "residential lots". A building site shall consist of at least one or more residential lots as shown on said plat. No building or structure shall be erected, constructed, or maintained, or permitted upon such residential lots, except upon a building site as hereinabove defined. No dwelling shall be constructed or permitted upon a building site other than one detached single

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family dwelling for a single family occupancy only, not to exceed two (2) stories in height. Height restrictions do not relate to view as that item is solely up to the Architectural Control Committee.

Section 5. Building Limits: All dwellings or garage or any part thereof, or any other structure shall be erected in conformity with all local building codes. Where it is architecturally feasible, it is recommended that all garages be attached to, or incorporated in and made a part of the dwelling houses.

No lines or wires from the transmission of current or for telephone use shall be constructed, placed or permitted to be placed upon any residential lot or building site outside the buildings thereon unless the same shall be underground or in conduit attached to a building.

Section 6. Yard Requirements: All structures erected shall conform with Snohomish County regulations relative to front yard, side yard, and rear lot set-backs.

Section 7. Approval of Plans by Architectural Control Committee: All buildings and structures, including concrete or masonry walls, rockeries, fences, and swimming pools, to be constructed within the property shall be approved by the A.C.C. Complete plans and specifications of all proposed buildings, structures, and exterior alterations, together with detailed plans showing the proposed location of the same

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in the particular building site, shall be submitted to the A.C.C. before construction or alteration is started, and such construction or alteration shall not be started until written approval thereof is given by the A.C.C.

All plans and specifications for approval by the A.C.C. must be submitted at least ten (10) days prior to the proposed construction starting date. The maximum height of any residence shall be established by the A.C.C. as a part of the plan approval and shall be given in writing, together with the approval. One set of approved plans must be on the job site at all times.

Said plans or specifications shall be prepared by an architect or a competent house-designer approved by the A.C.C. One complete set of said plans and specifications shall be in each case delivered to and permanently left with the A.C.C. All buildings or structures shall be erected or constructed by a contractor or house-builder approved by the A.C.C.

As to all improvements, constructions and alterations within the property, the A.C.C. shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations, which is not suitable or desirable in the A.C.C.'s opinion, for any reason, aesthetic or otherwise, and in so passing upon such design, the A.C.C. shall have the right to take into consideration the suitability

of the proposed building or other structure, and the material of which it is to be built and the exterior color scheme, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect or impairment that said structures will have on the view of surrounding building sites, and any and all facts, which, in the A.C.C.'s opinion, shall affect the desirability or suitability of such proposed structure, improvements, or alterations.

No building, fence, hedge, boundary wall, or other structure shall be erected, placed or altered on any residential lot or building site until the building plans, specifications and plot plan showing the location of such improvement have been approved in writing by a majority of the A.C.C. as to the quality of workmanship and materials planned and for conformity and harmony of the external design with existing structures on the said residential lots or building sites, and as to location of the building with respect to topography, finish grade elevation and building set-back restrictions. In the event said Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required- The property owner shall pay all attorney's fees, court costs, and other expenses incurred in enforcing decision of the Committee.

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Section 8. Prosecution of Construction Work: Any dwelling or structure erected or placed on any residential lot or building site in this subdivision shall be completed as to external appearance, including finished painting, within nine(9) months after date of commencement of construction and shall be connected to an acceptable sewage disposal facility. For good cause shown, the A.C.C. may extend this term.

All front yards and landscaping must be completed within six (6) months from the date of completion of the building or structure constructed thereon; in the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval by the A.C.C.

Section 9. Easements: Easements for installation and maintenance of utilities and drainage are hereby reserved on each lot as shown on the final approved Plat of Meadow Creek Park East.

Section 10. Noxious Use of Property:

A. No trade, craft, business, profession, commercial, or manufacturing enterprises or business or commercial activity of any kind, including day schools, nurseries, or church schools, shall be conducted or carried on upon any residential lot or building site, or shall any goods, equipment, vehicles (including buses, boats, campers,

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trucks, and trailers of any description) or materials or supplies used in connection with any trade, service, or business, wherever the same may be conducted, be kept, parked, stored, dismantled, or repaired outside of any residential lot or building site or on any street within the existing property nor shall anything be done on any residential lot or building site which may be or may become an annoyance or nuisance to the neighborhood. No premises shall be used for any other purpose whatsoever except for the purpose of a private dwelling or residence.

B. No trash, garbage, ashes, or other refuse, junk vehicles, underbrush or other unsightly growths or objects shall be thrown, dumped, or allowed to accumulate on any lot or building site or public street. in the event any such condition shall exist, any person entitled to hereunder, may use the legal powers as set forth in these covenants.

\* C. No trailer, camper, basement, tent, shack, garage, barn, or other outbuildings, or temporary structures erected or situated within the property, shall, at any time, be used as a residence, temporarily or permanently, nor shall any permanent building or structure be used as a residence until it is completed as to external appearance, including finished painting.

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The permission hereby granted to erect a permanent garage or other building prior to construction of the main dwelling house shall not be construed to permit the construction, erection or maintenance of any building of any nature whatsoever at any time, without the approval required by the A.C.C.

D. The streets in front of the lots shall not be used for the overnight parking of any vehicle other than private family automobiles and shall not be used for the storing of any boats, trailers, camper vehicles, trucks, or other vehicles of any kind or nature. No boat, boat trailers, house trailers, camper automobiles, trucks, or other vehicles or any part thereof shall be stored or permitted to remain on any residential lot or building site unless the same is stored or placed in a garage or in the rear yard area.

E. All utilities, on and in public designated areas, or on private property, or on and in the Common Areas, including water, sewer, storm sewer, and power, shall be installed underground in compliance with all Governmental regulations for the installation and maintenance of the same.

F. No oil drilling, oil development operations, oil refining; quarrying, mining operations of any kind shall be permitted upon or in any lot, nor shall oil

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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.

Section 11. Fences and Hedges: All fences, hedges, or boundary walls situated anywhere upon any residential lot or building site must be approved in writing by the A.C.C. as to its height and design prior to construction. Fences shall be well constructed of suitable fencing material and shall be artistic in design and shall not detract from the building sites. No trees shall be removed by the property owners or the Homeowners Association from the Common Areas without the permission of the A.C.C. The A.C.C. shall have the right to replace any tree or tress removed without authorization, and replacement costs shall be borne by the person or persons removing said tree or trees.

Section 12. Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

Section 13. Mail Boxes: All mail boses must be of a standard accepted by the U. S. Postal Authorities, and must be located in those areas so designed by the U. S. Postal

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Department. Structures containing such mail boxes must be approved by the A.C.C.

Section 14. Garbage Cans and Refuse Deposal: Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment shall be kept in a clean and sanitary condition. All containers must be buried or screened so as not to be visible from any street or adjacent properties or residence.

Section 15. Signs: No sign of any kind shall be displayed unless written approval is received from the A.C.C., with the exception of a real estate "For Sale" or "For Rent" sign, the maximum size of which shall be two feet by three feet.

Section 16. Clothes Lines: No exterior lines shall be allowed that can be seen from any street.

Section 17. Roofing Materials: Roofing materials will be approved by the Architectural Control Committee.

Section 18. Driveways: All driveways shall be paved with asphalt or Portland cement concrete from the edge of the paved street to connect with the paved surface of the floor of the carport or the garage.

Section 19. Square Footage Minimums: Square footage for houses to be built shall be as follows:

- A. All Ramblers to have a minimum of 1,050 square feet of floor space;

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- B. Split-level entry houses should have a minimum of 800 square feet on the main floor with 1,400 square feet total floor area;
- C. All Two-story residences shall contain a minimum of 1,350 total square feet of floor area.

ARTICLE VI.

General Provisions

Section 1. Enforcement: The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or thereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment: The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date the Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty year period by an instrument signed by not less than ninety percent

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(90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set their hands and seals this 28<sup>th</sup> day of March, 1986.

MEADOW CREEK PARK ASSOCIATES,  
a General partnership, consisting  
of:

CONNWILL, INC.

By *Gale W. Conner*  
Gale W. Conner, President

By *Daniel C. Coulter*  
Daniel C. Coulter, Sec./Treas.

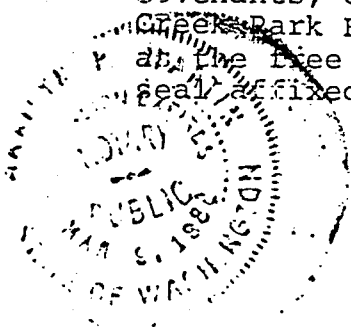
G & A DEVELOPERS, a Partnership

By *Gerald D. Bold*  
Gerald D. Bold, Partner

By *Alvin D. Zahn*  
Alvin D. Zahn, Partner

STATE OF WASHINGTON )  
 ) SS.  
COUNTY OF Snohomish )

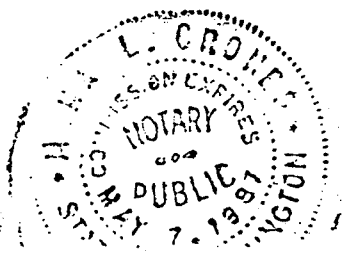
On this 28<sup>th</sup> day of March, 1986, before me,  
a Notary Public in and for the State of Washington, personally  
appeared Gale W. Conner and Daniel C. Coulter  
the president and secretary respectively of CONNWILL, INC.,  
the corporation designated as a joint venturer in Meadow  
Creek Park Associates, and who acknowledged that they are  
authorized to sign the above and foregoing Declaration of  
Covenants, Conditions and Restrictions for the Plat of Meadow  
Creek Park East on behalf of said corporation and did so  
as the free and voluntary act of said corporation, and the  
seal affixed hereto is the seal of said corporation.



Maudie F. Martin  
Notary Public in and for the State  
of Washington, residing at Lynnwood  
My Commission Expires: 3-8-88

STATE OF WASHINGTON )  
 ) SS.  
COUNTY OF King )

On this 11 day of March, 1986, before me,  
a Notary Public in and for the State of Washington, personally  
appeared Gerald B. Bold and Alvin D. Zahnow, to me known to be  
the partners in the partnership known as G & A Developers, des-  
cribed as a joint venturer in Meadow Creek Park Associates,  
and acknowledged that they signed the above and foregoing  
Declaration of Covenants, Conditions and Restrictions of the Plat  
of Meadow Creek Park East as their free and voluntary act and  
deed for the uses and purposes therein set forth.



Maudie F. Martin  
Notary Public in and for the State  
of Washington, residing at Lynnwood  
My Commission Expires: 5-7-87

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AMENDMENT TO:  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
of  
PLAT OF MEADOW CREEK PARK EAST

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for the Plat of Meadow Creek Park East, dated March 28, 1986, and recorded in Snohomish County Auditor's office April 9, 1986, under Snohomish County Auditor's file number 8604090298, and,

WHEREAS, Section 4 "Common Area" thereof referred to a Tract 995, and,

WHEREAS, the Plat of Meadow Creek Park East, as recorded in Volume 46 of Plats, pages 265 and 266, records of Snohomish County, Washington, does not contain a Tract 995,

NOW, THEREFORE, Section 4 - "Common Area" of the Declaration of Covenants, Conditions and Restrictions of the Plat of Meadow Creek Park East is hereby amended by deleting Tract 995 therefrom.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set their hands and seals this 2 day of October, 1986.

MEADOW CREEK PARK ASSOCIATES,  
A General Partnership  
consisting of:

CONNWILL, INC.

By Gale W. Conner  
Gale W. Conner, President

By Daniel C. Coulter  
Daniel C. Coulter, Secretary/  
Treasurer

G & A DEVELOPERS,  
a Partnership

By Gerald D. Bold  
Gerald D. Bold, Partner

By Alvin D. Zahnow  
Alvin D. Zahnow, Partner.

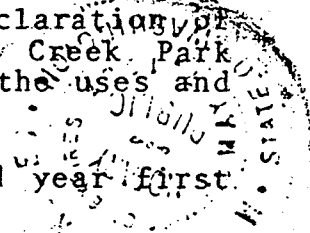
Amendment to Declaration  
of Meadow Creek Park East

STATE OF WASHINGTON )  
 ) SS.  
COUNTY OF KING )

On this 2 day of October, 1986, before me, a Notary Public in and for the State of Washington, personally appeared Gale W. Conner and Daniel C. Coulter, to me known to be the President and Secretary, respectively of Connwill, Inc., and who stated under oath that they are authorized to and did sign the above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions of Meadow Creek Park East as their free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and official seal the day and year first above set forth.

Mona L Cronis  
Notary Public in and for the  
State of Washington, residing  
at Buckland  
My commission expires 5-7-87



STATE OF WASHINGTON )  
 ) SS.  
COUNTY OF KING )

On this 2 day of October, 1986, before me, a Notary Public in and for the State of Washington personally appeared GERALD D. BOLD and ALVIN D. ZAHNOW, to me known to be the partners of that certain partnership known as G & A Developers, and who stated on oath that they signed the above and foregoing Amendment to Declaration of Covenants, Conditions and Restrictions of Meadow Creek Park East as their free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN UNDER my hand and official seal the day and year first above written.

Mona L Cronis  
Notary Public in and for the  
State of Washington, residing  
at Buckland  
My commission expires: 5-7-87

