



200604281020 15 PGS  
04/28/2006 1:48pm \$46.00  
SNOHOMISH COUNTY, WASHINGTON

When Recorded Return To:  
**Himalaya Homes Inc**  
9633 Market Place, Suite 201  
Lake Stevens, WA 98258

**NO EXCISE TAX  
REQUIRED**

**MAR 24 2006**

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI

200603241115 15 PGS  
03/24/2006 4:01pm \$46.00  
SNOHOMISH COUNTY, WASHINGTON

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,  
RESTRICTIONS, AND RESERVATIONS  
FOR THE PLAT OF PARKWAY RIDGE**

**GRANTOR/DECLARANT:** Himalaya Homes, Inc., a Washington corporation

**GRANTEE:** Parkway Ridge Homeowners' Association, a Washington non-profit corporation

**Abbreviated**

**Legal Description:** Section 12 Township 29 Range 05 Quarter SW  
PARKWAY RIDGE BLK 000 D-00 LOT 1 TGW EG & UNDIV INT IN TRS 997-999

**Assessor's Tax Parcel ID#:** 01033200000100

*Re-recording 4-28-06: Revised page one.*

**NO EXCISE TAX  
REQUIRED**

**APR 28 2006**

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,  
RESTRICTIONS, EASEMENTS AND RESERVATIONS  
FOR THE PLAT OF PARKWAY RIDGE**

This Declaration of Protective Covenants, Conditions, Restrictions, Easements and Reservations for Parkway Ridge (“**Declaration**”) is made this 17<sup>th</sup> day of March, 2006, by Himalaya Homes, Inc., a Washington Corporation, (“**Developer**”).

**RECITALS AND DECLARATION**

Developer is the developer and owner of the real property and improvements, including Common Areas thereon legally above (the “**Property**”) known as Parkway Ridge. The Property is comprised of the real property legally described above. As referred to herein, “**Common Areas**” shall mean those portions of the Property owned or held by the Association (as defined below), except any streets, sidewalks or other areas dedicated or conveyed to a governmental entity for public use and any other areas explicitly designated for the exclusive use of one or more Lot Owners (as defined below).

Developer hereby publishes and declares that the Property shall be held, sold, conveyed, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, restrictions, easements, reservations, and agreements, all of which covenants, conditions, restrictions, easements, and reservations shall run with the Property and shall be a burden upon and a benefit to the Property and binding upon any person, firm, corporation or entity of any kind whatsoever acquiring or owning an interest in the Property or any part thereof, and their respective lessees, guests, heirs, executors, personal representatives, successors and assigns. Acceptance of an interest in any portion of the Property shall be deemed acceptance of the terms and provisions of this Declaration.

**ARTICLE 1  
PARKWAY RIDGE**

This Declaration shall subject the Property, which shall be known as Parkway Ridge, to the terms, conditions, and provisions set forth herein. In the event that Developer subjects additional property to this Declaration pursuant to Article 2 hereof, all such properties shall be made a part of the Property and shall collectively be known as Parkway Ridge.

**ARTICLE 2  
[RESERVED]**

**ARTICLE 3**  
**DEVELOPMENT PERIOD; DEVELOPER'S RIGHTS**  
**DURING DEVELOPMENT PERIOD**

**3.1 Development Period**

The term "**Development Period**" shall mean that period of time from the date of recording this Declaration until the date when all original Lots have been sold by Developer to bonafide third party purchasers, or if additional properties shall have been subjected to this Declaration, then until the date when all original and additional Lots have been sold by Developer to bonafide third party purchasers, but in any event the Development Period shall terminate two (2) years after the recording of this Declaration. Notwithstanding the foregoing, the Developer, at its option, may elect to terminate the Development Period at any time by recording with the Snohomish County Department of Records and Elections a Notice of Termination of Development Period referencing this Declaration and stating that the Development Period is terminated. As used herein, "**Lot**" shall mean any one of the residential lots located within the Property, including any additional property that may hereafter be added to the Property pursuant to Article 2 herein; and "**Lot Owner**" shall mean the record owner, whether one or more persons or entities, of any Lot, including any persons or entities purchasing a Lot pursuant to the terms of a recorded real estate contract, but excluding those persons or entities having an interest in any Lot merely as security for the performance of an obligation. Until a Lot is sold to a bonafide third party purchaser, the Developer shall be deemed to be the Lot Owner of each Lot, but the Developer shall not be liable for assessments and fees and may be expressly excluded from other obligations to the Association as stated herein. The Developer will be deemed to be a Lot Owner for purposes of assessments by the Association in the event that any such Lot is rented or leased to any non-affiliated third party for uses consistent with the Lot as contemplated by this Declaration.

**3.2 Developer's Authority During Development Period**

Until termination of the Development Period, Developer hereby reserves for itself, its agent, successors or assigns, all of the rights, powers and functions of the Association and the Board (as defined below) thereof, including, without limitation, the power to make assessments, collect funds, and spend monies on behalf of and through the Association for purposes consistent with this Declaration. During the Development Period, Developer hereby assigns the rights, powers and functions of the Association, the Board and all of the committees thereof to Himalaya Homes Inc., a Washington Corporation ("**Declarant**"), and said rights, powers and functions shall be exercised and/or performed solely by Declarant as the agent of the Developer ("**Developer's Agent**"). When the term "**Developer**" is used in connection with the rights, powers and functions of the Association, such terms shall be equivalent to, and interchangeable with, the Board, the Association, and its committees, and shall expressly include Himalaya Homes, Inc. as Developer's Agent. Neither the Developer nor Developer's Agent shall have any obligation to publish financial statements, hold meetings or otherwise account to or consent with the Members, except as otherwise expressly required herein. Upon termination of the Development Period, administrative power and authority for management of the Property shall

pass to the Board and Members as provided herein and in the Bylaws (as defined below), and the authority of Developer's Agent to act on behalf of the Developer shall automatically terminate.

#### **ARTICLE 4 HOMEOWNERS ASSOCIATION**

There is hereby created an association to be called "**Parkway Ridge Homeowners Association**" ("**Association**"). The Association shall be a nonprofit corporation formed and operated pursuant to RCW 24.03 and RCW 64.38. The Association shall have all of the powers set forth in RCW 64.38 unless said power is reserved for Developer or otherwise allocated in this Declaration. The Association shall use the name "Parkway Ridge Homeowners Association" unless Developer elects to market the Lots under another name, in which case the Association shall use the common market name associated with the Property.

#### **ARTICLE 5 BYLAWS OF THE ASSOCIATION**

##### **5.1 Adoption of Bylaws and Amendments**

Contemporaneous with formation of the Association, Developer's Agent, acting pursuant to its authority to act on behalf of the Association, shall adopt Bylaws of the Association ("**Bylaws**"). During the Development Period, Developer's Agent shall have sole authority to amend the Bylaws. After termination of the Development Period, except as expressly provided to the contrary herein, the Bylaws may be amended from time to time by a vote of not less than sixty-six percent (66%) of the votes of all Members (including Developer, if applicable), at any regular or special meeting of the Association duly called for that purpose. As used herein, "**Member**" shall mean every Lot Owner who, including without limitation any Lots owned by Developer as provided for in Section 3.1 herein, as a result of such ownership, holds a membership in the Association with rights and responsibilities as set forth herein and in the governing documents of the Association. Each Lot shall have one (1) membership inseparably appurtenant to it.

##### **5.2 Initial Board of Directors**

The Developer's Agent shall designate the members of the initial Board of Directors of the Association ("**Board**"). The initial Board shall serve until the Developer or Developer's Agent transfers the management and administration of Parkway Ridge Homeowners Association to the Board elected by the Members pursuant to the Bylaws after termination of the Development Period. Except as specifically provided herein to the contrary, the initial Board shall have the right to exercise all powers and perform all functions of the Board.

**ARTICLE 6  
MANAGEMENT OF COMMON AREAS**

**6.1 Control**

The Developer shall have and hereby reserves for itself, its successors, agent and assigns, an easement for the right during the Development Period to utilize the Common Areas for its business uses and purposes, including, but not limited to, uses and purposes related to the construction, promotion and development of Parkway Ridge. Upon termination of the Development Period, said Developer's easement shall automatically terminate.

**6.2 Costs**

Pursuant to its powers to make assessments and collect funds as set forth in Article 7 of this Declaration and in accordance with the Bylaws, the Association shall pay all costs of maintaining and operating the Common Areas ("**Common Areas Costs**"). Notwithstanding the foregoing, during the Development Period, Developer shall advance to the Association certain funds to be utilized by the Association to pay for and/or defray the costs of maintaining and operating the Common Areas with respect to any Lots that are then unsold at the time any such Common Areas Costs arise and are properly due and payable in accordance with this Declaration ("**Common Area Costs Advance**"). Notwithstanding the foregoing covenant, Developer does not waive or otherwise modify this Declaration with regard to other costs, fees, assessments and charges for which Developer is expressly or implied exempted from pursuant to the terms and conditions set forth herein. Not later than upon expiration/termination of the Development Period as provided for in this Declaration, and prior to any transfer of control of the Association, Developer shall be reimbursed by the Association in full, for any amount of the Common Area Costs Advance then outstanding.

**ARTICLE 7  
COVENANT FOR MAINTENANCE ASSESSMENTS**

**7.1 Creation of Lien and Personal Obligation of Assessment**

The Association, acting through the Board and otherwise in compliance with the Bylaws, is authorized to make such assessments and levy such fees against the Lots and each Lot Owner thereof from time to time or as are necessary for the Association to fulfill its obligations under this Declaration and the Bylaws. Each Lot Owner is deemed to covenant and agree to pay to the Association all Common Area Costs assessed against its Lot by the Association in accordance with this Declaration and the Bylaws, which such consent shall be ratified by acceptance of a deed or other instrument of conveyance, whether or not it shall be so expressed in any such deed or other instrument. Common Area Costs include without limitation: (a) annual assessments or charges and (b) special assessments. Said annual and special assessments, together with interest therein and costs of collection thereof (including reasonable attorneys' fees whether or not suit is commenced), shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest and

costs of collection, shall also be the personal obligation of the Lot Owner owning the Lot when the assessment is due. There shall be no assessment by the Association on any Lot until after the Lot is transferred/sold by the Developer or as otherwise provided for in Section 3.1 herein. The personal obligation for delinquent assessments, including without limitation any fees, fines, penalties, etc., shall not pass to the Lot Owner's successors in title unless the lien for such delinquent assessment has been properly recorded prior to transfer of title or unless expressly assumed by the transferee. Notwithstanding the foregoing, any right of the Association to lien any Lot as provided for in this Declaration shall not expire or otherwise terminate in the event of any transfer or sale of a Lot from one Lot Owner to another, and the Association shall retain the right at all times to exercise its powers under this Declaration regarding the same in accordance with the terms and conditions set forth herein. In the case of the sale of any Lot which is charged with the payment of an assessment or assessments payable in installments, the person or entity who is the owner immediately prior to the date of any such sale, shall be personally liable only for the amount of the installment due prior to said sale. The new Lot Owner shall be personally liable for installments which become due on or after said sale.

## **7.2 Default in Payment of Assessment--Remedies**

If any assessment is not paid within thirty (30) days after it is first due and payable, such assessment shall bear interest at the highest rate permitted by law, or if no limitation is imposed by law, at eighteen percent (18%) per annum, from the date on which it was due until paid. In the event any annual or special assessment remains delinquent for more than thirty (30) days, the Board may, upon fifteen (15) days' written notice to the Lot Owner, accelerate and demand immediate payment of the delinquent assessment, and any assessments which the Board reasonably determines will become due during the next succeeding twelve (12) months. If the assessments and any accrued interest is not paid in full within fifteen (15) days of the date of the notice, the Association may bring an action against the person or entity personally obligated to pay such assessment and/or record a lien for the amount of the assessments plus interest and attorney fees and costs incurred or estimated to be incurred in enforcing the lien with the county in which the Lot is located. The lien may be foreclosed in the same manner as a real property mortgage. Suit to recover a money judgment for unpaid assessments or charges can be maintained against the Lot Owner in conjunction with or separate from foreclosure of the lien. The notice of assessment shall not be filed of record unless and until the Board has delivered to the defaulting Lot Owner a notice of the intent to file the lien.

## **7.3 Foreclosure of Assessment Lien; Attorney's Fees and Costs**

The Board may initiate action to foreclose the lien of any assessment on behalf of the Association. In any action to foreclose a lien against the Lot for nonpayment of delinquent assessments or charges, any judgment rendered against the Lot Owner in favor of the Association shall include a reasonable sum for attorney fees and costs and expenses reasonably incurred in preparation for and pursuit of such action in addition to taxable costs permitted by law. The Association shall additionally be entitled to reimbursement for all its attorney fees whether said attorney fees are incurred in negotiation, arbitration, litigation, foreclosure or collection action, bankruptcy or appeal.

## ARTICLE 8 EASEMENTS

**8.1 Easements.** The following nonexclusive, perpetual, appurtenant easements and those shown on the Map are hereby reserved for the benefit of and created, granted and conveyed to the Lot Owners Association or other parties as identified below (as used herein, the term "Map" shall additionally include any subsequent Maps of divisions of Parkway Ridge which are recorded):

**8.1.1 Utility Easements.** Utility easements are granted to utility entities as shown on the Map. The utility entities shall use the easements in such manner as to minimize inconvenience to the Lot Owners, damage to any roadway and existing structures and interference with other utilities. Said utility entities shall, at their own expense, repair any damage and restore the Property to as good a condition as existed prior to the performance of said work by said utility companies. Each Lot Owner agrees not to place locks on structures enclosing utility meters or to in any manner interfere with utility representatives' access to said meters at all times.

**8.1.2 Sanitary Sewers.** Each Lot Owner, its heirs, successors, assigns, is hereby granted a reciprocal, nonexclusive, perpetual easement over, under and across the roads and open spaces to use the sanitary sewer system which serves the Property together with sanitary sewer pipes, manholes and other sanitary sewer structures. The sewer district is hereby granted a nonexclusive, perpetual easement over, under and across the Lots and Common Areas to inspect, maintain, repair and replace the sanitary sewer system.

**8.1.3 Storm Water Drainage.** Each Lot Owner, its heirs, successors and assigns, is hereby granted a reciprocal, nonexclusive, perpetual easement over, under and across the roads and open spaces to use the storm water drainage system which serves the Property together with all pipes, culverts, catch basin, ponds, dams, oil/water separators, retention and detention facilities and all other facilities used and constructed in connection with the storm water drainage system set forth on the Map. The Association and the applicable Snohomish County public works departments are hereby granted a nonexclusive, perpetual easement over, under and across the Common Areas and Lots to inspect, maintain, repair and replace the storm water drainage system and detention ponds.

**8.1.4 Ingress and Egress.** Each Lot Owner, their heirs, successors and assigns, is hereby granted a reciprocal, nonexclusive, perpetual easement to use all roads and sidewalks on the Property as shown on the Map, including the temporary turnaround easements, for the purpose of providing ingress and egress to and from each Lot, to and from the Common Areas and to and from the Property.

**8.1.5 Water Mains.** Each Lot Owner, their heirs, successors and assigns, is hereby granted a reciprocal, nonexclusive, perpetual easement to use all water mains, pipes, valves, pumps and all other facilities used and constructed in connection with the water system

that serves the Property. The water district is hereby granted a nonexclusive, perpetual easement over, under and across the Lots and Common Areas to inspect, repair, maintain and replace the water system.

## **8.2 Maintenance of and Restrictions on Easement Areas**

The Association, its employees, agents and contractors, shall have a perpetual, nonexclusive easement over, under and across the Property with a right of immediate entry and continued access for the construction, improvement, maintenance and repair of the temporary turnaround easements, storm water drainage system, water system, roads, open spaces, common landscaping and all other Common Areas for which the Association is responsible. No structure, planting or other material shall be placed or permitted to remain under, on or in any easement which shall interfere with the use of the easement or which may damage or interfere with the installation and maintenance of the roadway, sewer or utilities, or which may damage, interfere with or change the direction or flow of drainage facilities within easements for installation and maintenance of roadway, utilities, sewer and drainage facilities.

## **ARTICLE 9 INSURANCE**

### **9.1 Liability and Hazard Insurance**

The Association shall obtain insurance policies as the Board deems appropriate in the best interest of the Members, including but not limited to liability insurance. All such insurance coverage shall be written in the names of each of the Members.

### **9.2 Building Insurance**

Every Lot Owner, at their own expense, shall insure the improvements on their Lot against loss or damage by fire or other casualty in an amount equal to the full replacement value thereof. Every Lot Owner shall secure liability insurance covering their Lot.

## **ARTICLE 10 AMENDMENT OF DECLARATION**

### **10.1 Developer's Reserved Rights**

The Developer reserves the right, and is hereby authorized to execute and to have recorded on behalf of all Lot Owners, any amendments to this Declaration it deems necessary prior to the termination of the Development Period. All Lot Owners hereby grant to the Developer and Developer's Agent a full and complete power of attorney to take those actions and agree that said amendments shall be binding upon their respective Lots and them and their assigns to the same extent as if they had personally executed said amendments. All Lot Owners hereby acknowledge and agree that the power of attorney granted herein shall be deemed coupled with an interest and shall be irrevocable.



## **10.2 Power of Attorney**

All Lot Owners hereby grant to the Association (or Developer and Developer's Agent during Development Period) a full and complete power of attorney to take any and all actions necessary to effectuate and record any amendment and agree that said amendment when authorized and recorded as provided in this Article shall be binding upon their property and them and their respective legal representatives, heirs, successors and assigns to the same extent as if they had personally executed said amendment. All Lot Owners hereby acknowledge and agree that the power of attorney herein granted shall be deemed coupled with an interest and shall be irrevocable.

## **ARTICLE 11 LIMITATION OF LIABILITY; INDEMNIFICATION**

### **11.1 Limitation of Liability**

No person who serves as a member of the Board, the initial Board ("**Board Member**") or as an officer of the Association (including Developer or Developer's Agent) shall be personally liable to the Association or any Lot Owner or any other party for conduct as a member of the Board and shall be protected to the fullest extent permitted by law. If Washington State Law is amended after adoption of this Declaration, then the liability of each Board Member of the Association shall be limited to the full extent permitted by the Washington State Law, as so amended.

### **11.2 Indemnification**

The Association shall indemnify and hold all persons who serve as a member of the Board ("**Board Member**") and/or officer of the Association, (including Developer and Developer's Agent), harmless to the full extent permitted under applicable law. This indemnification shall survive termination of such person as a Board Member and/or officer and shall inure to the benefit of that person's heirs, personal representatives, or assigns. The Association may, upon written request, advance expenses incurred by any Board Member and/or officers entitled to this indemnification. If a claim for indemnification or advance of expenses is not paid within sixty (60) days after a written claim has been received by the Association, the claimant may sue the Association to recover any unpaid amount. If successful, the claimant shall be entitled to reasonable costs and attorneys' fees. In addition, the Association shall have the power to indemnify employees and agents of the Association, including the Developer and Developer's Agent, to the full extent permitted under applicable law.

The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Board Member, officer, employee, or agent of the Association against any liability asserted against him and incurred by him in such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of Washington State Law.

The Association shall indemnify, defend and hold any Board Member or officer harmless for any obligation of the Association which the Board Member or officer personally guaranteed, so long as that Association obligation has been authorized and/or ratified by the Board as provided for in the Bylaws.

If any provision of this Section 11.2 is in violation of applicable law, then that provision shall be automatically modified to provide the broadest indemnification available under applicable law.

The rights to indemnification, limitation of liability, and to the advancement of expenses conferred in this Section 11.2 shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the Association's articles of incorporation, Bylaws, agreement, or vote of Members, disinterested Board Members or otherwise.

## **ARTICLE 12 GENERAL PROVISIONS**

### **12.1 Subordination**

A breach of any of the provisions contained herein or any reentry by reason of such breach shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said premises or any part thereof; but said provisions shall be binding upon and effective against any Lot Owner of said premises whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

### **12.2 Notice**

Any notice required by this Declaration, Bylaws, or the rules and regulations adopted by the Association shall be deemed properly given if mailed by ordinary mail to the last address furnished to the Developer or Developer's Agent or the Association. If no mailing address has been provided, such notice shall be addressed to the address of the Lot. Such notices shall be deemed received three (3) days after it has been deposited in the U.S. mail.

### **12.3 Severability**

Invalidation of any provision of this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

### **12.4 Headings**

The captions in this Declaration are for convenience only and do not in any manner affect, limit, or amplify the provisions hereof.

### **12.5 Right of Quiet Enjoyment**

No Owner shall permit anything to be done or kept in the Owner's Unit, Limited Common Elements, Common Elements or the Real Property which would interfere with the Right of Quiet Enjoyment of the other residents of Parkway Ridge.

### **12.6 Rentals**

A Lot Owner may rent or lease their Lot provided that no Lot may be leased or rented by any party for a period of fewer than thirty (30) days, nor shall less than the whole of any Lot be leased or rented. Additionally, any lease or rental agreement must provide that its terms shall be subject in all respects to the provisions of the Declaration, the Bylaws, and rules and regulations of the Association, and that any failure by the tenant to comply with the terms of such documents, rules, and regulations shall be a default under the lease or rental agreement. If any lease under this Section does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be part of the lease and binding upon the Owner and the tenant by reason of their being stated in this Declaration. All leases and rental agreements shall be in writing. Other than the foregoing, there is no restriction on the right of any Owner to lease his Lot or residence. Notwithstanding the provisions of Section 5.1 herein or anything in the Bylaws to the contrary, this Section 12.6 may not be amended, deleted or otherwise modified without the unanimous consent of each Lot Owner.

## **ARTICLE 13 GENERAL RESTRICTIONS**

### **13.1 Nuisances**

No noxious or offensive activity shall be conducted in any portion of Parkway Ridge, nor shall anything be done or maintained therein in derogation or violation of the laws of the State of Washington or any other applicable governmental entity. Nothing shall be done or maintained on any portion of Parkway Ridge which may be or become an annoyance or nuisance to the neighborhood or detract from the value of the Parkway Ridge community.

### **13.2 Signs**

No sign of any kind shall be displayed to the public view on any Lot without the prior written consent of the Association, except customary name and address signs and lawn signs of not more than five (5) square feet in size advertising the property for sale or rent. This Section 13.2 shall not be applicable to Developer, its agents and assigns at any time during the Development Period.

### **13.3 Campers, Trailers, Boats and Recreational Vehicles**

Except as hereinafter expressly provided, the Common Area and/or streets located on the real property of the Property shall not be used for the overnight parking of any vehicle other than private family automobiles. No boat trailer, house trailer, camper, truck in excess of eight thousand two hundred (8,200) pounds gross weight or other recreational vehicle or similar object, or any party thereof, shall be stored or permitted to remain in the Common Area, nor on any Lot unless the same is stored or placed in a garage or is otherwise not generally visible from any public street, adjoining Lot, or Common Area.

The Board or its authorized representative shall give written notice of a violation to the Lot Owner or occupant, and said Lot Owner or occupant shall have ten (10) days from the date of receipt of said written notice to take whatever actions are necessary to remedy said violation. If said Lot Owner shall not comply within said ten (10) day period, the Board or its authorized representative is hereby granted the right to remove at the expense of the Lot Owner thereof any boats, trailers, campers, trucks, recreational vehicles or similar items which are parked or stored in violation of the terms and provisions hereof. Said Lot Owners hereby grant to the Association an express easement for the purpose of going upon the Lots of said Lot Owners or public streets for the purpose of removing said boats, trailers, campers, trucks, recreational vehicles, or similar items which are parked or stored in violation of the terms and provisions hereof.

### **13.4 Animals**

Dogs, cats and other reasonable household pets may be kept on Lots subject to such rules and regulations as may be adopted by the Association, provided that they are not kept, bred or maintained for any commercial purposed and that they shall not be kept in numbers or under conditions reasonably objectionable in a closely built-up residential community. All pets shall be kept on a leash when not in a residence or fenced yard. Pets shall not be allowed to eliminate waste on common areas or other owners' yards. The owner of any pet shall be responsible for immediate removal and disposal of any animal waste. Excessive barking, as determined by the Association, shall not be permitted. The Association may require the removal of any pet from Parkway for repeated violation of the foregoing provisions and of rules and regulations adopted by it.

### **13.5 Garbage**

No Lot or portion thereof or any improvement thereon shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers located in appropriate areas concealed from view. Yard rakings, such as rocks, lawn and shrubbery clippings, and dirt and other material resulting from landscaping work shall not be dumped into public streets or ditches or on any of the Common Area. The removal and disposal of all such materials shall be the sole responsibility of the individual Lot Owner. Should a Lot Owner fail to comply with this covenant within ten (10) days following the date on which notice is mailed to him by the Association informing him of such violation, then the Association may

have said trash removed and charge the expense of removal to said Lot Owner, which shall be collectible as a special assessment.

### **13.6 Temporary Structures**

There shall be no outbuilding, shack, trailer, shed, tent or temporary outbuilding of any kind kept on a Lot. No unfinished basement or garage shall be used as a residence either temporarily or permanently.

### **13.7 Antennas**

No radio or television antenna or transmitting tower shall be allowed on any Lot or residence. Notwithstanding the foregoing, satellite dish receivers shall be permitted on any Lot provided that any such device shall be on the side or the back of any residence or other permitted improvement located on the Lot and shall not exceed a maximum diameter of twenty-four (24) inches.

### **13.8 Storage**

No storage shall be permitted under decks or overhangs or anywhere else on any Lot which is visible from any point outside the Lot.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, Developer and Developer's Agent have hereunto set its hand and seal the day and year first above written.

**DEVELOPER:**

Himalaya Homes, Inc., a Washington Corporation

Michael Ashton

By: Michael Ashton

Its: COO

**DEVELOPER'S AGENT:**

Jayne Goebel

Jayne Goebel

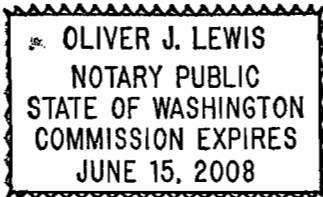
By: Jayne Goebel

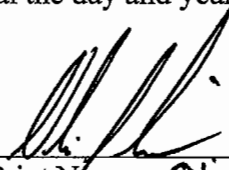
Its: Developer's Agent

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

THIS IS TO CERTIFY that on this 22 day of March, 2006, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came Mike Ashton, personally known or having presented satisfactory evidence to be a member of Himalaya Homes Inc, a Washington Corporation, the COO that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal the day and year in this certificate first above written.

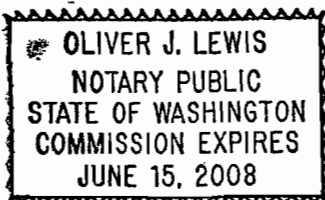


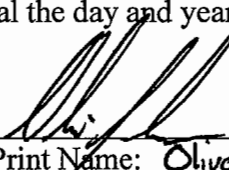
  
Print Name: Oliver Lewis  
Notary Public in and for the  
State of Washington, residing at  
Everett, Washington  
Expiration Date: June 15, 2008

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

THIS IS TO CERTIFY that on this 22 day of March, 2006, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came Jayne Mitchel, personally known or having presented satisfactory evidence to be a member of HHI, a Washington Corporation, the Agent that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal the day and year in this certificate first above written.



  
Print Name: Oliver Lewis  
Notary Public in and for the  
State of Washington, residing at  
Everett, Washington  
Expiration Date: June 15, 2008