

DECLARATION OF EASEMENTS, COVENANTS, RESERVATIONS AND RESTRICTIONS

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THIS DECLARATION, made on the date hereinafter set forth by **NORTHLAND DEVELOPMENT, INC.**, hereinafter referred to as the "DEVELOPER",

WHEREAS, the Developers are owners of certain property in the County of Snohomish, State of Washington, which is more particularly described in the legal description attached hereto as "EXHIBIT A", and

WHEREAS Developers desire to establish a rural residential air park community in Snohomish County, the following objectives are set forth to enhance and further that end:

1. Provide compatibility of structural and other facilities with the atmosphere and surroundings.
2. Avoid environmental pollution.
3. Allow those activities which are compatible with the foregoing yet will allow residents to enjoy the privacy and natural atmosphere of the land, and

WHEREAS, Developers will convey said property subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth:

NOW, THEREFORE Developers hereby declare that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties, having or acquiring any right, title, or interest in the described properties, or any part thereof, and shall enure to the benefit of each owner thereof.

**NO SALES TAX
REQUIRED**

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STATE OF WASHINGTON, Snohomish County Recorder
By *Pat W. Ostler*
Deputy

ARTICLE I. DEFINITIONS

- A. "Association" shall mean and refer to Frontier Air Park Owners Association, a non-profit corporation to be formed, its successors and assigns.
- B. "Property" shall mean and refer to all property that is subject to this declaration.
- C. "Common Properties" shall mean and refer to properties or easements held by the Association or the Developer for roads or utilities together with any personal property intended to be devoted to the common use and enjoyment of the owners of the property.
- D. "Parcel" shall mean and refer to any plot of land shown upon any recorded subdivision of the properties with the exception of the common areas.
- E. "Member" shall mean, refer and be limited to one record owner of each parcel, either whole or divided whether one or more persons or entities hold fee simple title to any parcel which is part of the properties except that Purchaser under a real estate conditional sales contract shall be deemed the "Owner" as against the Contract Seller. Those having an interest merely as security for the performance of an obligation shall not be deemed an "Owner" as provided herein.
- F. "Developer" shall mean and refer to Northland Development, Inc., and/or Mutual of Seattle, Inc., their successors and assigns.
- G. "General Plan" shall mean and refer to :
 - a. All parcels shall be used for residential purposes and/or private hangars only.
 - b. Any further subdivision of any parcel in the plat of Frontier Air Park (600 ac.) must be subdivided or replatted in accordance with the existing Snohomish County ordinances.

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Snohomish County Auditor Henry S. Whalen, Auditor

c. The Developer shall retain exclusive rights to form and operate a fix base operation (FBO) together with hangars providing all approvals to permits, necessary for operation can be obtained from the County with the understanding the Purchasers will not oppose any application by the Developer for the same.

ARTICLE II. ASSOCIATION

Upon completion of sale of the properties or sooner at his option, Developer shall cause to be formed an association to include as members all purchasers of any lot, tract, or parcel of said land as defined herein which organization shall be a non-profit corporation under Title 24 of the Revised Code of Washington, to be known as "FRONTIER AIR PARK OWNERS ASSOCIATION". Functions of the Association shall include the maintenance and operation of all community roads, walks, walkways and common areas, the regulation, use, care, construction, operation, repair, maintenance and preservation thereof and the facilities thereon and such other facilities, equipment, activities, objects and purposes pertaining to the welfare, enjoyment, social well-being, protection and benefit of its members and their property in said parcels of land as such Association shall determine as provided by its Articles of Incorporation and By-laws, and any amendments thereof duly adopted, including (without limitation by this mention) the regulation of use of property held by or controlled by the Association, payment of taxes, the setting of standards of care and maintenance of lots, parcels and tracts in said platted land and enforcement thereof furnishing of protection, drainage, and the like for the common good. Said Association shall be organized by or at the instance of the Developer, and in connection with his purchase the member of each lot of said land shall become and must be acceptable for membership in said Association and the member agrees to be bound by said Articles of Incorporation and By-Laws and any amendments thereof duly adopted, and Member shall continue a member thereof while an owner of any lot, tract or parcel in said lands, subject to the Articles and By-Laws of said corporation.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Membership: Every person as defined under Article I, Paragraph E, shall be a member of the Association.

Voting Rights: Each member shall have one vote for each parcel owned whether improved or not either in whole or as divided; however, when more than one person holds such interest in any parcel, only one such person shall be a member. The vote for such parcel shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one parcel. Votes may be cast by proxy.

ARTICLE IV PROPERTY RIGHTS

The Association shall have the benefit of the easements covering and containing the roads, taxiways, and airstrip servicing the property. The Association shall grant each member such use of these common properties as is consistent with the Association's obligations to its entire membership. All expenses for taxes, maintenance, improvements, etc., shall be shared by all members of the association on a prorated basis. (paragraph g)

ARTICLE V USE RESTRICTIONS

- A. General: Each parcel or subdivided portion thereof in the property shall be used solely and exclusively for residential private living units with out buildings such as garages, guest houses, barns or hangars.
- B. Refuse: All facilities for keeping of refuse on a parcel shall be maintained in a neat condition and not exposed to open view of other parcels or the roads, airstrip or taxiways. No refuse, debris or other trash shall be permitted to accumulate unreasonably on any lot.
- C. All members or their assigns of any parcel waive rights forever of objecting to any airplane noise or operation of aircraft at Frontier Air Park.
- D. All members waive all rights to any objections of a large tract segregation if and when the Developer wishes to subdivide subject to Snohomish County approval.

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E. All mobile homes may be used for temporary housing but must be removed on or before April 1, 1988, unless approved by the Association as an attractive and permanent structure.

F. Exceptions: No exceptions to any of the foregoing restrictions in this article shall be permitted unless the association shall grant an exception to an owner by majority vote of the parcel owners. The application for an exception shall be filed with the Board of Directors and shall specify, with precision, the exact plan or action desired by the applicant.

G. Obstacles: In the event trees or other obstacles shall interfere with the view from any particular building site, an owner may request the Board of Directors to take steps to correct the situation and the Board of Directors may take such action as in the opinion of the Board is appropriate or the Board of Directors in its discretion may refuse to take any action.

ARTICLE VI ARCHITECTURAL CONTROL COMMITTEE

A. Architectural Control: No building, fence or other structure shall be commenced, constructed, placed, remodeled or maintained on any such lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control and Maintenance Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, and location with respect to topography, building limitations, and finish grade elevation and possible conflict with other dwellings as to obstruction of view, etc.

Until the Association assumes control, as hereinafter provided, the Architectural Control and Maintenance Committee shall be three in number and shall be selected by the Developer or his assignee. As long as the Architectural Control and Maintenance Committee consists of three individuals, as provided above, the Developer may remove any member thereof and name his successor, and a majority of the committee may designate a representative to act for the committee. When the Association appoints the Architectural Control and Maintenance Committee, it may designate a representative to act for it. No compensation shall be paid for services performed by the Architectural Control and Maintenance Committee. The Architectural Control and Maintenance Committee's approval or disapproval required herein shall be in writing. In the event the Architectural Control and Maintenance Committee fails to approve or disapprove within sixty (60) days, any plans and specifications submitted to it, or no suit to enjoin the construction of any structure has been commenced prior to the completion thereof, the Architectural Control and Maintenance Committee's approval will no longer be required and this subparagraph shall be deemed to have been fully complied with.

B. The work of constructing all structures on each lot shall be prosecuted diligently and continuously from commencement of construction until exterior thereof are completed and painted otherwise suitably finished, which finish shall in any event be within twelve (12) months from commencement of construction.

ARTICLE VII COVENANT FOR MAINTENANCE ASSESSMENTS

A. Creation of Lien and Personal Obligation Assessments: The Developers, for each parcel owned within the properties, hereby covenant, and each owner of any parcel, by acceptance of a deed, or contract therefore, whether or not it shall be so expressed in any such deed or other conveyance, 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 fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with the interest thereon, and costs of collection therefore as hereinafter, provided, shall be a charge on the land and shall be a continuing lien upon the property against which such an 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, and shall be the personal obligation of his successors in title.

B. Purpose of Assessments: The assessments levied by the Association shall be exclusively for the purpose of promoting the recreation, health, safety or welfare of the residents in all the properties including, but not limited to, roads and any such improvements thereon. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his parcel.

C. Annual Assessments: After consideration of current maintenance cost and future needs of the Association, the Board of Directors shall fix annually the assessments

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and the date or dates that said assessments become due and payable except that any annual assessment over \$500.00 shall be approved by an affirmative vote of three fourths (3/4th) of the membership. Notice of the Director's determination regarding annual assessment payments shall be given in writing to all members thirty (30) days in advance of the annual meeting. The assent of four fifths (4/5th) of the owners at any annual meeting may modify or change the annual assessment as fixed by the Board of Director's. The presence of sixty percent (60%) of the voting membership in person or by proxy shall be required for a quorum of any annual meeting.

D. Special Assessments: 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 defraying, in whole or in part, operational costs, the cost of any construction or reconstruction, repair, or replacement of a described capital improvement upon the common area, including the necessary fixtures, and personal property related thereto, provided that any such assessment shall have the assent of three fourths (3/4th) of the votes of the members, attending and voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting; the presence of members or proxies entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at this meeting, another meeting may be called, subject to the notice requirements, set for the above, and the required quorum at any such subsequent meeting shall be thirty percent (30%) of the total voting membership either in person or by proxy.

E. Uniform Rate of Assessment: Both the annual and special assessments shall be fixed at an equal amount for all parcels regardless of size or value of parcel, and shall be collected on a basis to be determined by the Board of Directors of Frontier Air Park.

F. Estoppel Certificate: The Association shall upon demand at any time furnish a certificate in writing, signed by an officer of the Association, setting forth whether the assessment on a specific lot has been paid, a reasonable charge to be made for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment stated to have been paid as to any new member of a parcel who relies upon said certificate.

G. Effect of nonpayment of Assessments: Remedies of the Association: Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear twelve percent (12%) interest from the date of delinquency. The association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property in the same manner provided for foreclosure of mortgages under the laws of the State of Washington, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of assessment.

H. Exempt Property: The common property is the only property subject to the Declaration which shall be exempt from the assessments created herein.

ARTICLE VIII - AIRPORT

- A. Any trees or obstacles in the approach path at either end of the airport may be trimmed or removed at the discretion of the developer.
- B. Maintenance and management of the airport will be the responsibility of the developer until such time as the developer elects to assign this operation to others or to the property owners association.
- C. Hangars and/or parking areas may be constructed by the lot owners on individual lots with the approval of the association to be formed.

ARTICLE IX - GENERAL PROVISIONS

- A. The developer hereby reserves the right to full use and access of all roads, paths, easements and community property and reserves the right to operate and maintain a real estate sales office and articles of operation until such time as the developer or its assigns has sold or conveyed all of its interest in the property subject to these restrictions.
- B. **Enforcement:** In the event of any violation of any of the aforesaid easements, covenants, conditions or restrictions, it shall be lawful for any person or persons owning any of the lots covered hereby to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate the same, either to prevent such person or persons from so doing or to recover damages, or other dues for such violation.

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EXHIBIT "A"

The South half of the Northeast one quarter of Section 5, Township 30 North, Range 6 East, W.M.; the Southeast one quarter of Section 5, Township 30 North, Range 6 East, W.M.; **EXCEPT** the West 30.0 feet thereof for County Road; the North half of Section 8, Township 30 North, Range 6 East, W.M.; **EXCEPT** the Northeast one quarter of the Northwest one quarter thereof; **ALSO EXCEPT** County Road; **ALSO** the Northwest one quarter of the Southeast one quarter of Section 8, Township 30 North, Range 6 East, W.M.; **EXCEPT** County Road; the Northwest one quarter of the Southwest one quarter of Section 9, Township 30 North, Range 6 East, W.M.; **EXCEPT** County Road, Snohomish County, Washington.

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