AFTER RECORDING RETURN TO:
_____
_____
_____

_____

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR GREATER NEIGHBORHOOD ASSOCIATION
(*Document Summary*)

Grantor (Declarant): Alpaca Place, LLC, Growing Community, LLC, Nancy Lanphear, Jean Mohr, Louis T and Cyndi Kershner, Jeremy D. Holcomb, Brian T and Barbara A Bansenauer, Susanne Fox, Michelle Grandy, James P and Danielle Olson, Douglas G Larson, Dorothy Fulton, Laura R Fricke and Joerg N Scharnhorst, Carol R Crow Survivors Trust, and Christopher H Wade.

Grantee: THE PUBLIC; Alpaca Place, LLC, Growing Community, LLC, Nancy Lanphear, Jean Mohr, Louis T and Cyndi Kershner, Jeremy D. Holcomb, Brian T and Barbara A Bansenauer, Susanne Fox, Michelle Grandy, James P and Danielle Olson, Douglas G Larson, Dorothy Fulton, Laura R Fricke and Joerg N Scharnhorst, Carol R Crow Survivors Trust, and Christopher H Wade.

Abbreviated Legal
Description: _____
Tax Parcel No.: 27052800302200, 27052800301800, 00915300000100,
00915300000200, 00915300000300, 00915300000400,
00915300000500, 00915300000600, 00915300000700,
00915300000800, 00915300000900, 00915300001000,
00915300001100, 00915300001200, 00915300001300

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

(hereinafter "Declaration of Covenants" or "CC&Rs") for **Alpaca Place, LLC, a Washington limited liability company, Songaia Association, and Growing Community, LLC, a Washington limited liability company** (hereinafter **"Affiliated Properties"**) is made on this _____day of _____, 2015, by Alpaca Place, LLC, a Washington limited liability company, Nancy Lanphear, Jean Mohr, Louis T and Cyndi Kershner, Jeremy D. Holcomb, Brian T and Barbara A Bansenauer, Susanne Fox, Thomas A Barr and Michelle Grandy, James P and Danielle Olson, Douglas G Larson, Dorothy Fulton, Laura R Fricke and Joerg N Scharnhorst, Carol R Crow Survivors Trust, and Christopher H Wade, and Growing Community, LLC, a Washington limited liability company (hereinafter referred to as "Declarants").

RECITALS

A. Declarants are the owner of real estate located in Snohomish County and legally described in Exhibit A which is attached hereto and incorporated herein by this reference (hereinafter the "Property"). This Property is commonly referred to and will hereinafter be referred to as the "Affiliated Properties"). The Affiliated Properties consist of three lots (hereinafter singularly "Lot" or severally "Lots").

B. Declarants will convey the Lots included within the Affiliated Properties subject to certain protective covenants, conditions, restrictions, reservations, liens, easements and charges as hereinafter set forth.

NOW, THEREFORE, Declarants hereby declare that all of the Lots within the Affiliated Properties should be held, sold and conveyed subject to and together with the following restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property.

ARTICLE I
GENERAL PROVISIONS

Section 1.1 - RUN WITH THE LAND. These covenants, restrictions and conditions hereinafter set forth are for the benefit of the above-described Property and for each owner of any portion thereof and shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said property or any part thereof, and shall inure to the benefit of and pass with said Property and each and every parcel thereof and shall apply to and bind the successors in interest of any owner thereof.

Section 1.2 - AREA COVERED. The area covered by these Covenants are the Affiliated Properties**,** as identified above and described in Exhibit A.

Section 1.3 - GENERAL FEATURES. The Affiliated Properties, as of the date of this Declaration of Covenants is located in Snohomish County, State of Washington.

Section 1.4 - AMENDMENT. These CC&Rs may be amended by an instrument signed by at least 75% of the Owner Members. "Owner Members" are defined as all owners of real estate in the Affiliated Properties and all owners of a membership interest in a LLC that owns one of the Affiliated Properties. Further, any amendment must be recorded in Snohomish County. In no event shall any amendments require more onerous restrictions than those contained herein unless the same is unanimously approved by the owners of all of the Lots.

Section 1.5 - SEVERABILITY. Invalidation, modification or amendment of any one (1) of the covenants, conditions, restrictions or easements contained herein by judgment or court order shall not, in any way, affect any of the other provisions which shall remain in full force and

effect.

ARTICLE II
HOMEOWNERS' ASSOCIATION

Section 2.1 - ESTABLISHMENT. A homeowners' association consisting of the owners of the Affiliated Properties shall be established for the purpose of coordinating access, use, membership categories and compensation between the Members of the Affiliated Properties:

Section 2.2. - COMPLIANCE WITH LAWS. The Homeowners' Association of the Affiliated Properties (hereinafter "Greater Neighborhood Association" or "Homeowners' Association") shall be conducted in accordance with the requirements and powers set forth in Chapter 64.38 RCW pursuant to and consistent with the regulations of Snohomish County,

Section 2.3 - BOARD OF DIRECTORS. Pursuant to the terms of the Bylaws The Homeowners' Association shall establish and maintain a board of directors (herein "Board of Directors" or "Board"), pursuant to the terms of Chapter 64.38 RCW, and said Board shall oversee and direct the operations and activities of the Homeowner' Association.

Section 2.4 - COMMON FACILITIES. The Homeowners' Association may, upon its proper action, procure or develop such common facilities as may be deemed desirable.

Section 2.5 - OWNERSHIP OF COMMON AREA. If Common Areas are created they shall be owned by the owners of the Affiliated Properties as Tenants in Common. The Common Area shall exclude those portions of the common areas which may hereafter be dedicated to and owned by the public or a governmental entity. Common Area shall for all purposes be under the control, management and administration of the Homeowners' Association on behalf of the owners. The Association (and the owners who are members thereof) have the responsibility and obligation to maintain, repair and administer the Common Area in a clean, attractive, sanitary and safe condition and in full compliance with applicable governmental laws, rules and regulations and the provisions of this Declaration.

Section 2.6 - ASSESSMENT. The Board of Directors shall set the amount of the annual assessment. Assessments shall be established based upon the anticipated expenses budgeted for a particular budgetary period.

2.6.1 Each Affiliate Property shall be obligated to pay assessments in full, within thirty (30) days of written notification of amount, unless prorated by the Board of Directors, in which case the assessments shall be paid according to the terms established by the Board of Directors. Any unpaid assessments shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid.

2.6.2. In addition to constituting a lien on the Lot against which the assessment is charged, each assessment, including interest, late charges, costs and attorney fees in the event of a delinquency, shall be the joint and several personal debt and obligation of the fee owner (or owners) and contract purchasers of the Lot for which they are assessed as of the time the assessment is made. The lien created by the assessment may be foreclosed pursuant to the procedure set forth in Chapter 61.12 RCW to the extent that procedure is not inconsistent with the applicable provisions of this Declaration. All Lot owners shall be deemed to consent to the remedy of foreclosure of liens filed as a result of delinquent assessments among other remedies that may be available. The judgment obtained in a foreclosure proceeding shall include attorney fees reasonably incurred along with all costs incurred in preparation for and prosecuting the action in addition to taxable costs permitted by law.

2.6.3. The lien of assessment against a Lot shall be subject to tax liens and subject to the rights of a lender secured by a mortgage or deed of trust which was made in good

faith and for value; provided, however, a lender shall be responsible for assessments, or portions thereof that become due after a lender becomes entitled to possession of the Lot from enforcement of a security interest or other conveyance.

ARTICLE III
ENFORCEMENT

Section 3.1 - ENFORCEMENT. Subject to the terms of the Bylaws of the Homeowners' Association or any person or persons owning any real property located within the Affiliated Properties shall have the right to commence a proceeding, as hereinafter described, against a person and/or entity violating or attempting to violate any covenant contained herein and further, to prevent him/her/it or them from so doing and/or to recover any damages and/or other costs resulting from such violation(s) and/or attempted violation(s). All such disputes and/or controversies of every kind that might arise out of this Declaration of Covenants, as to the existence, construction, validity, interpretation or meaning, performance, non-performance, operation, breach, continuance or termination thereof shall be submitted to arbitration according to the following procedures:

3.1.1 The Homeowners' Association or any Owner and/or party may demand arbitration by serving on the other owner(s) involved in the dispute or controversy a written notice including a description of the issues in dispute along with the name of a "Designated Arbitrator." Such notice shall also state, in substance, that unless within twenty (20) days after its service, the parties served therewith shall serve a written response upon the party giving notice, the relief requested by be granted by the "Designated Arbitrator" pursuant to the terms and conditions of Section 1.3 of this Declaration of Covenants.

3.1.2 The responding Party(ies) will serve on the owner(s) initiating the arbitration process a written response to each issue within twenty (20) days of receiving the arbitration demand; the responding party will either agree to the "Designated Arbitrator" or submit the name of its own "Designated Arbitrator." The responding party(ies) will be deemed to have accepted the "Designated Arbitrator" identified by the complaining party in the event he/they fail to submit the name of their own "Designated Arbitrator" within the twenty (20) day time period for response;

3.1.3 If the parties cannot agree on an Arbitrator, the two (2) "Designated Arbitrators" shall within thirty (30) days of being named, together select an independent Arbitrator, who shall be solely responsible for determining the issues;

3.1.4 The "Designated Arbitrator" and/or arbitrator selected by the "Designated Arbitrators" shall schedule a hearing regarding the demand and/or complaint within sixty (60) days of the date he or she was named as the "Designated Arbitrator." The Arbitration hearing relating to the issues will be conducted according to the Washington State Mandatory Arbitration Rules, Chapter 7.04 RCW, and the appropriate Snohomish County local court rules. This shall include, without limitation, the authority of the "Designated Arbitrator" to find the "responding party(ies)" in default for failing to respond to the demand and/or complaint. In addition, the arbitrator shall have the authority to impose sanctions, including, without limitation, striking a parties' "pleadings" should that party fail to comply with an order and/or request of the Arbitrator including, without limitation, paying a deposit to cover the cost of arbitrator's fees, prior to the actual hearing taking place. In addition, as indicated below, neither party shall have the right to seek a trial de novo. The rights of the parties shall include, without limitation, the right of the prevailing party to reduce the award and/or decision issued by the Arbitrator to judgment pursuant to the aforementioned statues and/or court rules;

3.1.6 Each party shall bear its own arbitration costs and expenses. In addition, if requested by the designated arbitrator, each side shall, in a timely manner, prepay any reasonable deposit requested by the arbitrator to ensure that the arbitrator's fees are paid. As indicated

above, the arbitrator shall have the authority to strike the pleadings and/or position of the party failing to comply with said request; and

3.1.7 Nothing in this section shall be deemed to give the Arbitrator any authority, power or right to alter, change, amend, modify, add to or subtract from any of the provisions of this declaration of Covenants. Further, all of the parties involved will be bound by the determination of the Arbitrator. The determination of such Arbitrator will be final and binding upon the parties, hereto, subject only to the right to appeal such decision to the Snohomish County Superior Court on the basis that the decision of the Arbitrator is arbitrary and capricious;

3.1.8 Service of any written notice, description and/or demand, upon a party pursuant to the foregoing arbitration provisions shall either be served personally upon the party or to the party by certified mail return receipt requested, postage prepaid.

ARTICLE IV
DISSOLUTION

4.1 This Declaration may be dissolved by consensus of the Owner Members or by 90% of the Owner Members if consensus cannot be achieved. The dissolution would be filed with Snohomish County.

DECLARANT:
Alpaca Place, LLC

_____
By: _____, _____
STATE OF WASHINGTON)

County of _____)
I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of Alpaca Place, LLC, a Washington limited liability company, to be the free and voluntary act and deed of the said company for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2015.

NOTARY PUBLIC for the State of Washington,
Printed Name:
_____.
My commission expires _____.

DECLARANT:
Growing Community, LLC

_____
By: _____, _____
STATE OF WASHINGTON)

County of _____)
I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of Growing Community, LLC, a Washington limited liability
company, to be the free and voluntary act and deed of the said company for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2015.

NOTARY PUBLIC for the State of Washington,
Printed Name:
_____.
My commission expires _____.

DECLARANT:
Nancy Lanphear

_____
By: _____, _____
STATE OF WASHINGTON)

County of _____)
I certify that I know or have satisfactory evidence that Nancy Lanphear is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it to be the free and voluntary act and deed of the said person for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2015.

NOTARY PUBLIC for the State of Washington,
Printed Name:
_____.
My commission expires _____.

DECLARANT:
Jean Mohr

_____
By: _____, _____
STATE OF WASHINGTON)

County of _____)
I certify that I know or have satisfactory evidence that Jean Mohr is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it to be the free and voluntary act and deed of the said person for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2015.

NOTARY PUBLIC for the State of Washington,
Printed Name:
_____.
My commission expires _____.

DECLARANT:
Louis T. and Cyndi Kershner

_____
By: _____, _____
STATE OF WASHINGTON)

County of _____)
I certify that I know or have satisfactory evidence that Louis T. and Cyndi Kershner are the persons who appeared before me, and said persons acknowledged that said persons signed this instrument, on oath stated that said persons were authorized to execute the instrument and acknowledged it to be the free and voluntary act and deed of the said person for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2015.

NOTARY PUBLIC for the State of Washington,
Printed Name:
_____.
My commission expires _____.

DECLARANT:
Jeremy D. Holcomb

_____
By: _____, _____
STATE OF WASHINGTON)

County of _____)
I certify that I know or have satisfactory evidence that Jeremy D. Holcomb is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it to be the free and voluntary act and deed of the said person for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2015.

NOTARY PUBLIC for the State of Washington,
Printed Name:
_____.
My commission expires _____.

DECLARANT:
Brian T. and Barbara A. Bansenauer

_____
By: _____, _____
STATE OF WASHINGTON)

County of _____)
I certify that I know or have satisfactory evidence that Brian T and Barbara A Bansenauer are the persons who appeared before me, and said persons acknowledged that said persons signed this instrument, on oath stated that said persons were authorized to execute the instrument and acknowledged it to be the free and voluntary act and deed of the said persons for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2015.

NOTARY PUBLIC for the State of Washington,
Printed Name:
_____.
My commission expires _____.

DECLARANT:
Susanne Fox

_____
By: _____, _____
STATE OF WASHINGTON)

County of _____)
I certify that I know or have satisfactory evidence that Susanne Fox is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it to be the free and voluntary act and deed of the said person for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2015.

NOTARY PUBLIC for the State of Washington,
Printed Name:
_____.
My commission expires _____.

DECLARANT:
Michelle Grandy

_____
By: _____, _____
STATE OF WASHINGTON)

County of _____)
I certify that I know or have satisfactory evidence that Michelle Grandy is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it to be the free and voluntary act and deed of the said person for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2015.

NOTARY PUBLIC for the State of Washington,
Printed Name:
_____.
My commission expires _____.

DECLARANT:
James P and Danielle Olson

_____
By: _____, _____
STATE OF WASHINGTON)

County of _____)
I certify that I know or have satisfactory evidence that James P and Danielle Olson are the persons who appeared before me, and said persons acknowledged that said persons signed this instrument, on oath stated that said persons were authorized to execute the instrument and acknowledged it to be the free and voluntary act and deed of the said persons for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2015.

NOTARY PUBLIC for the State of Washington,
Printed Name:
_____.
My commission expires _____.

DECLARANT:
Douglas G Larson

_____
By: _____, _____
STATE OF WASHINGTON)

County of _____)
I certify that I know or have satisfactory evidence that Douglas G Larson is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it to be the free and voluntary act and deed of said person for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2015.

NOTARY PUBLIC for the State of Washington,
Printed Name:
_____.
My commission expires _____.

DECLARANT:
Dorothy Fulton

_____
By: _____, _____
STATE OF WASHINGTON)

County of _____)
I certify that I know or have satisfactory evidence that Dorothy Fulton is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it to be the free and voluntary act and deed of the said person for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2015.

NOTARY PUBLIC for the State of Washington,
Printed Name:
_____.
My commission expires _____.

DECLARANT:
Laura R Fricke and Joerg N Scharnhorst

_____

By: _____, _____

STATE OF WASHINGTON)

County of _____)

I certify that I know or have satisfactory evidence that Laura R Fricke and Joerg N Scharnhorst are the persons who appeared before me, and said persons acknowledged that said persons signed this instrument, on oath stated that said persons were authorized to execute the instrument and acknowledged it to be the free and voluntary act and deed of the said persons for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2015.

NOTARY PUBLIC for the State of Washington,
Printed Name:
_____.
My commission expires _____.

DECLARANT:
Carol R Crow Survivors Trust

_____
By: _____, _____
STATE OF WASHINGTON)

County of _____)
I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of the Carol R Crow Survivors Trust, to be the free and voluntary act and deed of the said Survivors Trust for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2015.

NOTARY PUBLIC for the State of Washington,
Printed Name:
_____.
My commission expires _____.

DECLARANT:
Christopher H Wade

_____
By: _____, _____
STATE OF WASHINGTON)

County of _____)
I certify that I know or have satisfactory evidence that Christopher H Wade is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it to be the free and voluntary act and deed of the said person for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2015.

NOTARY PUBLIC for the State of Washington,
Printed Name:
_____.
My commission expires _____.