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Snohomish County

Return to:
CMI, Inc.
13219 93rd Ave S.E. #101
Snohomish, WA 98290

AMENDED
DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS

OF
PLATEAU

L-3653
RECORDED BY
EVERGREEN
TITLE COMPANY, INC.

Tax acct. no.
322808-1-043-0009

Legal:
Lots 1-23, The Plateau

Grantor: The Plateau

Grantee: Public

Ref. #: 9808075001

Said document(s) were filed for
record by Evergreen Title as
accomodation only. It has not
been examined as to proper exe-
cution or as to its effect upon title.

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AMENDED DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE PLATEAU

THIS DECLARATION is applicable to THE PLATEAU, Lots 1 through 23, and all tracts, easements and open space therein.

WHEREAS, PACIFIC DEVELOPMENT LLC, a Washington Limited Liability Company, recorded its CC&R's for The Plateau; and

WHEREAS, PACIFIC DEVELOPMENT LLC conveyed its entire interest in The Plateau to CMI INCORPORATED, a Washington corporation ("Declarant"), which now owns The Plateau in its entirety; and

WHEREAS, the Declarant desires to declare of public record its intentions to amend and supersede those certain protective covenants and conditions to the ownership of said property;

NOW, THEREFORE, Declarant, who is owner in fee simple, does hereby certify and declare that the following covenants, conditions and restrictions shall become and are hereby made a part of all conveyances of Lots 1 through 23, inclusive, and those certain tracts and easements, and open space inclusive within the plat of THE PLATEAU, recorded on August 7, 1998, Snohomish County Recording No. 9808075001, Records of Snohomish County, Washington (hereafter the "Property"), and hereby declares that the Property is and shall be held, sold, and conveyed subject to the covenants, conditions, restrictions, reservations, and charges hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These covenants, conditions, restrictions, reservations and charges shall constitute covenants running with the Property and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

As used in these covenants the terms set forth below shall have the following meanings:

1.1 "Approved by the Association" means approved by the Board of Directors of the Association (or, where required by law, the Articles of Incorporation of the Association or its bylaws, by the members) pursuant to a resolution adopted in accordance with its Bylaws, which resolution may either be specific to a particular instance, delegate general powers to approved certain matters to an officer or agent of the Association, or set forth a

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general policy as to a matter, compliance with which shall constitute approval within the meaning of this definition.

1.2 “Association” means the nonprofit corporation to be formed to serve as an owner’s association as provided in Article VII below, and its successors and assigns.

1.3 “Common Areas” means those portions of the Property designated as Tracts 991 and 992 in the plat of The Plateau and any improvements and facilities constructed or placed thereon, together with any open space, including Native Growth Protection Area, as designated on the face of the plat of The Plateau, if any.

1.4 “Declarant” means CMI INCORPORATED, a Washington corporation.

1.5 “Lot” means any numbered Lot of land shown upon the recorded plat of the Property, excluding tracts owned by the Association and Common Areas.

1.6 “Mortgage” and “Mortgagee” include, respectively, a mortgage, a deed of trust, and a real estate contract, and a mortgagee, a beneficiary of a deed of trust and a vendor under a real estate contract.

1.7 “Owner” shall mean the owner of record, whether one or more persons or entities, of fee simple title to or a vendee’s interest in any Lot, but excluding those having such interest merely as security for the performance of an obligation.

1.8 The “Property” means The Plateau, as described in these covenants and in the plat thereof filed in the Plat Record of Snohomish County, Washington.

1.9 These “Covenants” means the protective covenants, conditions, restrictions, reservations, easements and charges set forth in this Amended Declaration with respect to the Property, together with the Association rules described below, as the same may be amended or supplemented from time to time in accordance with the provisions of this Declaration.

ARTICLE II

Property Subject to These Covenants

Declarant hereby declares that all of the Property is owned and shall be owned, conveyed, hypothecated, encumbered, used, occupied and improved subject to these Covenants. The Declarant also expresses his intent to amend these covenants at some future date to include that property which is currently known as the preliminary plat of Eagle Ridge and Eagle Ridge II.

