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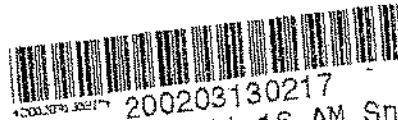
Buyer Acknowledges Receipt

Buyer _____

Buyer _____

After recording, return to

TBH Homes
Attention Richard Milford
11410 NE 124th ST, PMB 155
Kirkland, WA 98034-4399



200203130217
03/13/2002 11:16 AM Snohomish
P.0029 RECORDED County

*48 pages total
Include 1st + 2nd
Amendments to Declaration
of CC + RS, and
BYLAWS Heleena Hills
Homeowners Association*

RECORDING SUMMARY:

Reference #	
Grantor	Jon C. Peterson
Grantee	Snohomish County
Legal Description	Exhibit B, Exhibit D
Tax Parcel #	290513 - 002 - 009 - 00

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration is made this 1st day of February, 2002, by Jon C. Peterson, ("Developer"), with respect to certain real property and improvements thereon located in Snohomish County, Washington.

RECITALS

A. Developer is the owner of the real property and improvements shown in the proposed Plat marked Exhibit "A" and described in the Legal Description marked Exhibit "B" attached hereto and by this reference made a part hereof. Jon C. Peterson is the owner of the real property and improvements shown in the Plat of Heleena Manor, marked Exhibit "C", and as legally described in Exhibit "D", attached hereto and by this reference made a part hereof.

B. Developer desires to declare Heleena Hills, to be subject to the covenants, conditions and restrictions, easements and reservations set forth in this Declaration

NOW, THEREFORE, to accomplish the foregoing purposes, the Developer hereby publishes and declares that Heleena Hills shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, restrictions, easements and reservations, all of which are for the purpose of enhancing and protecting the value, attractiveness and desirability of Heleena Hills. These covenants, conditions, restrictions, easements and reservations shall run with the land and shall be a burden upon and a benefit to the Developer and any other person, firm, corporation or entity of any kind whatsoever acquiring or owning an interest in Heleena Hills or any part thereof, and their lessees, guests, heirs, executors, personal

representatives, successors and assigns. Acceptance of an interest in a Lot shall be deemed acceptance of the terms and provisions of this Declaration.

ARTICLE I

DEFINITIONS

Section 1 Association The term "Association" shall mean and refer to the incorporated non-profit association of Lot Owners of Heleena Hills acting collectively in accordance with the Articles of Incorporation thereof, the Bylaws thereof, and this Declaration. The Association is called Heleena Hills Homeowner's Association.

Section 2: Board The term "Board" shall mean and refer to the Board of Directors of the Association.

Section 3 Common Area The term "Common Area" shall mean and refer to those areas of land shown on the subdivision plat of Heleena Hills, including all improvements and private streets, intended to be devoted to the common use and enjoyment of the Lot Owners except any streets or other areas dedicated to public use. The term "Common Area" shall also include Tract 907 as delineated on the Heleena Manor Plat attached hereto as Exhibit "C", as a joint use Common Area for the Lot Owners of Heleena Hills and the Lot Owners of Heleena Manor.

Section 4 Corporate Action The term "Corporate Action" shall mean and refer to a corporate resolution of the Association in the form of either a Bylaw or resolution duly passed by either the Board or by the Members of the Association at a Member's meeting.

Section 5 Declaration The term "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions.

Section 6 Developer The term "Developer" shall mean and refer to Jon C. Peterson, or a person or entity to which it assigns its rights as Developer.

Section 7 Lot The term "Lot" shall mean and refer to any one of the Lots located within the plat of Heleena Hills, with the exception of the common areas, identified with a lot number which are intended to be a single family residence with attached garage.

Section 8 Member The term "Member" shall mean and refer to every person or entity that holds a membership in the Association. There shall be one membership per Lot which shall be inseparably appurtenant to each Lot.

Section 9 Lot Owner The term "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot and shall include any persons or entities purchasing a Lot pursuant to the terms of a recorded real estate contract, but excluding those having an interest in any Lot merely as security for the performance of an obligation.

Section 10 Plat The term "Plat" shall mean the Plat of Heleena Hills as finally approved and recorded in Snohomish County, Washington.

ARTICLE II

TERMINATION OF DEVELOPMENT PERIOD RESERVED RIGHTS DURING DEVELOPMENT PERIOD

Section 1 Development Period The Development Period shall mean that period of time from the date of the recording of these Declarations until the date when 100% of the lots with completed residences have been sold. Notwithstanding the foregoing, the Developer, at its option, may elect to terminate the Development Period at any time after five (5) Lots are completed and sold. Upon termination of the Development Period, either because of the sale of the required number of Lots or at the election of the Developer, the Developer shall record with the Snohomish County Recording Officer a Declaration of Termination of Development Period referencing the Declaration and stating that the Development Period is terminated. The Development Period shall terminate with the recording of said document.

Section 2 Notice of Termination of Development Period. Not less than ten (10) nor more than thirty (30) days prior to the recording of the Declaration of Termination of Development Period, the Developer shall give written notice of the termination of the Development Period to the Lot Owner of each Lot. If there shall be more than one Lot Owner of any Lot, notice to any one of said Lot Owners of any Lot shall be sufficient. The notices shall be transmitted by regular mail, postage prepaid, addressed to the Lot Owners at their last mailing address provided to the Developer. If no mailing address has been provided to the Developer, the said notice shall be addressed to the mailing address of the Lot. Notices shall be deemed given when deposited in a United States Post Office, postage prepaid, addressed as hereinabove indicated.

Section 3 Notice of Meeting of Association. Said Notice of Termination of Development Period shall specify the date when the Development Period will terminate, and shall further notify the Lot Owners of the date, place and time at which the first meeting of the Association will be held. The notice shall specify that the purpose of the Association meeting is to elect new officers and Board. Notwithstanding any other provision of the Articles or Bylaws of the Association to the contrary, for purposes of this

meeting, the presence either in person or by proxy of the Lot Owners of a majority of the Lots shall constitute a quorum. The Board and officers of the Association may be elected by a majority vote of said quorum. If a quorum shall not be present, the Development Period shall nevertheless terminate and it shall thereafter be the responsibility of the Lot Owners to provide for the operation of the Association.

Section 4: Developer's Preservation of Authority During Development Period
The Developer hereby reserves for itself, its successors or assigns, during the Development Period, all of the rights, powers and functions of the Association, or the Board thereof, which shall be exercised and/or performed by the Developer. Developer shall appoint the initial Board Members who shall exercise the aforesaid rights during the Development Period.

ARTICLE III

THE ASSOCIATION

Section 1: Membership Every Lot Owner shall be a Member of Heleena Hills Homeowners Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. All Members shall have rights and duties as specified in this Declaration, and in the Articles of Incorporation and Bylaws of the Association.

Section 2: Voting At any meeting of the Association each Lot Owner (including the Developer if the Developer shall own any Lot) shall be entitled to cast one vote per each Lot which he/she owns. If any Lot is owned by more than one person or other entity, then the Lot Owners thereof shall appoint one person to cast the vote appertaining to the Lot, and shall file a written statement with the Board signed by all of those Lot Owners, stating that such person has been appointed to cast the vote for that Lot. The person appointed to cast such vote need not be a Lot Owner. Any such designation once made may be revoked by the Board when it receives notice of the death or judicially declared incompetency of any Lot Owner or upon the conveyance by any Lot Owner of his interest in his Lot. In any situation where there is more than one Lot Owner of a Lot, the Lot Owners attending any meetings of the Association may, if they act unanimously, cast the vote for that Lot. Voting at any meeting of the Association may be in person or by proxy, provided that such proxy is in writing and signed by the Lot Owner and filed with the Board in advance of the meeting at which such vote is taken. Any proxy given by a Lot Owner or Lot Owners to or in favor of a holder of indebtedness secured by any recorded first mortgage (meaning a mortgage with priority over all other mortgages) upon his Lot, shall upon presentment to the Board be honored by the Association and may not be revoked by the Lot Owner without the prior written consent of the holder of such indebtedness. The voting rights of any

member may be suspended as provided in the Declaration, or the Articles or Bylaws of the Association.

Section 3: Duration The Association shall remain in existence unless and until all lots within this subdivision have assumed common ownership of the Common Area

ARTICLE IV

BYLAWS OF THE ASSOCIATION

Section 1 Adoption of Bylaws and Amendments Within thirty (30) days following the filing of this Declaration with the Snohomish County Auditor, the Developer shall hold the organizational meeting of Heleena Hills Homeowners Association, a Washington non-profit corporation, and adopt Bylaws for the Association and shall thereupon appoint the Members of the initial Board. Except as expressly provided to the contrary herein, by law, or in the Bylaws of the Association, the Bylaws of the Association may be amended from time to time by a vote of a majority of the members of the Board or seventy-five percent (75%) of all Lot Owners, at any regular or special meeting of the Association called for that purpose, provided that at least ten (10) days' and not more than fifty (50) days' notice of any such meeting shall fully describe the amendment to be voted upon at the meeting. Notice of the time and place of such meeting shall be in writing and shall be delivered personally to each Lot Owner, or mailed postage prepaid to each Lot Owner at his last known post office address as the same appears on the records of the Association in accordance with the provisions of the Bylaws of the Association.

Section 2. Initial Board of Directors. The members of the initial Board shall be appointed by the Developer and shall serve until the termination of the Development Period and the transfer of the management and administration of Heleena Hills from the initial Board to the Board. If any member of the initial Board is no longer alive, or becomes incompetent or resigns, or if the Developer desires to replace or remove any such member, then the Developer shall have the right and power to appoint a successor member who shall serve until the initial Board transfers responsibility for management and administration of Heleena Hills to the Board. Except as specifically provided herein to the contrary, during such time as the Developer's appointees compose the initial Board, such appointees shall have the right to exercise all powers and perform all functions of the Board as authorized and provided in this Declaration, the Articles of Incorporation of the Association and the Bylaws. The initial Board shall serve without compensation. The Declaration and/or the Articles of Incorporation of the Association and/or the Bylaws of the Association shall not be amended, modified or superseded without the express written consent of the Developer until management and administration of Heleena Hills is transferred from the initial Board to the Board.

ARTICLE V.

MANAGEMENT AND OWNERSHIP OF COMMON AREAS

Section 1 Control/Ownership. The Developer shall have and hereby reserves for itself, its successor and assigns, the right, during the Development Period and until construction is completed on all lots in Heleena Hills, to utilize the Common Area for its business use and purposes, including, but not limited to, uses and purposes related to the construction, promotion and development of the plat. The Association shall hold title to the Common Area and shall manage and maintain the Common Area as set forth in Article VII, Section 1, and Article VI, Section 1, subject to Developer's aforementioned rights of use. Use of the Common Area is restricted to that specified in the approved final Plat. The Association shall comply with those county regulations and conditions of final subdivision approval specified in the Plat.

Section 2 Costs. Until the Development Period is terminated by the Developer, the Developer shall pay all costs of maintaining and operating the Common Area. Thereafter, the Association shall pay all costs of maintaining and operating the Common Area, except for any costs incurred on account of, or as a result of, the use of the Developer, which will be the obligation of the Developer.

ARTICLE VI.

COMMON AREA USE AND RESTRICTIONS

Section 1. Lot Owners' Nonexclusive Right of Use and Restrictions in and to the Common Area. Each Lot Owner shall have a nonexclusive right to use the Common Area, subject to the following restrictions:

(a) The right of the Association to limit the number of guests of members and to adopt rules and regulations for the improvement, maintenance, and use of the Common Area.

(b) The right of the Association to exclusive use and management of said Common Area for utilities such as pumps, pipes, wire, conduits, and other utility equipment, supplies and material.

(c) The rights reserved to the Developer in the Declaration

(d) The right of the Association to suspend the voting rights and right to use of the Common Area by a Lot Owner for any period during which any assessment against his/her Lot remains unpaid, and for a period not to exceed one hundred eighty (180) days for any infraction of its published rules and regulations

(e) The other restrictions, limitations and reservations contained or provided for in the Declaration and the Articles and Bylaws of the Association

(f) That portion of the Common Area and the area directly in front of each lot and adjacent to the sidewalk, as delineated on the plat of Heleena Hills, is reserved for the exclusive use by the adjacent Lot Owner, their families, guests, tenants, and invitees. The adjacent Lot Owner shall be responsible for the maintenance of the common area and the area directly in front of each lot as described in this subsection (f)

(g) In the event that during the Development Period it becomes necessary, in the opinion of the Developer, to make a lot line revision, the Developer may exercise his power under Article II, Section 4, of these Covenants to convey so much of the common area necessary to accomplish said revision, PROVIDED, that it does not materially diminish the quantity or quality of the common area; and PROVIDED, that said lot line revision is approved by the appropriate public authority

(h) The Board of the Association and, prior to termination of the Development Period, the Developer, shall have the right to adopt rules and regulations relating to the use of the private roads in the plat of Heleena Hills

Section 2 Delegation of Use Any Lot Owner may delegate, in accordance with the Bylaws, his right of enjoyment of the Common Area and facilities to the members of his family, his tenants and friends, subject to rules and regulations adopted by the Association.

Section 3. Title to Common Area Title to the Common Area shall be held by the Association. In the event that the Association should be dissolved, then each Lot shall have an equal and undivided ownership interest in the Common Area previously owned by the Association as well as responsibility for maintaining the Common Area in accordance with Article VII, Section 2(a).

Section 4: Heleena Hills Lot Owners' Limited Easement of Enjoyment Upon the recording of the subdivision plat of Heleena Hills each Lot Owner of Heleena Hills shall have a nonexclusive right and easement of use and enjoyment in and to the common area designated as Tract 907 on the subdivision plat of Heleena Manor, and such easement shall be appurtenant to each lot designated in the subdivision plat of Heleena Hills. The limited easement provided in this Section 4 shall be subject to the Heleena Manor Homeowners Association's exclusive management rights and the restrictions set forth in Heleena Manor's Declaration of Covenants, Conditions, and Restrictions, Article VI, Section 1. The Lot Owners of Heleena Hills shall contribute on a prorata basis to the Heleena Manor Homeowners Association's expenses for the

improvement and maintenance of the Common Area designated as Tract 907 on the subdivision Plat of Heleena Manor. The Heleena Manor Homeowners Association shall have the right to enforce collection of the expenses for Common Area Tract 907 against each Lot Owner of Heleena Hills in the same manner as set forth in Article VIII herein for the collection of maintenance assessments from the Lot Owners of Heleena Hills.

ARTICLE VII

MAINTENANCE

Section 1 Association The Association and/or its duly designated representative shall exclusively manage and maintain all of the Common Area (except for the Common Area and planter area described in Article VI, Section 1 (f) which is the responsibility of the adjacent Lot Owner) consistent with Snohomish County Code, as shown on Exhibit "A". The Association may provide such additional common maintenance as it shall, from time to time, determine to be in the best interest of the Lot Owners.

Section 2 Lot Owners

(a) Each Lot Owner hereby covenants and agrees: (1) that if the Association is dissolved, each Lot Owner shall have equal responsibility for maintaining the Common Area consistent with Snohomish County Code, (2) that the use of the Common Area shall be restricted to that specified in the approved preliminary plat of Heleena Hills, and (3) to comply with the Snohomish County regulations and conditions of final subdivision approval specified on the Plat. The covenants contained herein shall be binding upon and inure to the benefit of the Association, the owners of all Lots within the subdivision, and all others having any interest in the Common Area or Lots.

(b) Each Lot Owner hereby covenants and agrees to maintain that area of his respective Lot, including the Common Area and the area described in Article VI, Section 1 (f), in the same condition as a reasonably prudent homeowner would maintain his own home so that the entire real property will reflect a high pride of ownership. If any Lot Owner shall fail to provide the initial landscaping or to maintain his Lot or the dwellings located thereon in the same condition as a reasonably prudent homeowner, the Association, after approval by two-thirds (2/3) vote of the Board, shall have the right to notify said Lot Owner in writing of the maintenance required. If said notice is delivered to the non-performing Lot Owner, and no action is taken for a period of thirty (30) days, the Association shall have the right, through its agents and employees, to enter upon said Lot and provide such maintenance, and to levy an assessment against the non-performing Lot Owner and his Lot for the cost of providing said maintenance. Said assessment shall constitute a lien against the Lot owned by the non-performing Lot Owner, and may be collected in the same manner as any other monthly or special

assessment as hereinafter provided and, if not paid within thirty (30) days after said assessment is levied, the Association shall have all the remedies for collection as provided in Article VIII of the Declaration. A Lot Owner shall have the Option of paying the Association a fee to maintain his Lot, said fee to be set by the Board on a periodic basis.

ARTICLE VIII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1 Creation of the Lien and Personal Obligation of Assessments. Each Lot Owner, other than the Developer, by acceptance of a deed or other conveyance, 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 all common expenses assessed against his Lot by the Association, including, but not by way of limitation (1) monthly assessments or charges, and (2) special assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided. An initial assessment equal to three (3) months dues shall be paid by each original Lot purchaser upon the closing of each Lot and thereafter paid monthly. The monthly and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, 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 thereof (including reasonable attorney's fees) shall also be the personal obligation of the person who was the Lot Owner when the assessment fell due. The personal obligation shall not pass to successors of such Lot Owner unless expressly assumed by them; provided, however, that in the case of a sale on a contract of the sale of (or an assignment of a contract purchaser's interest in) any Lot which is charged with the payment of an assessment or assessments payable in installments, the person or entity who is the Lot Owner immediately prior to the date of any such sale, contract or assignment shall be personally liable only for the amount of the installments due prior to said date. The new Lot Owner shall be personally liable for installments which become due on and after said date. There will be no assessment on any Lot until first sold. Any assumption shall not release the prior owner from personal liability.

Section 2 Purpose of Monthly Assessments The monthly assessments shall constitute a common expense fund and shall be used for the payment of those expenses authorized by the Declaration and the Bylaws of the Association for the benefit of the Lot Owners and for the improvement and maintenance of the Common Area, including, without limitation:

(a) Water, electricity, sewer, garbage collection and other necessary utility services for the Common Area, and to the extent not separately metered or charged for the Lots any assessments upon Heleena Hills with respect to such services

(b) A policy or policies insuring the Developer, the Board, the Association and the Lot Owners against any liability to the public, or to any other Lot Owner, or to any invitees or tenants of any Lot Owner, for property damage or bodily injury incident to the ownership or use of the Common Area. Limits of liability under such insurance policy or policies shall not be less than One Hundred Thousand Dollars (\$100,000.00) for any one person injured, One Hundred Thousand Dollars (\$100,000.00) for any one accident, and Fifty Thousand Dollars (\$50,000.00) for property damage for each occurrence

(c) Workmen's compensation insurance to the extent necessary to comply with any applicable laws.

(d) The salary and expenses of any personnel as may in the reasonable opinion of the Board be necessary or proper for the management and operation of the Common Area

(e) Legal and accounting services which, in the reasonable opinion of the Board, are necessary or proper in the operation of the Common Area or the enforcement of this Declaration.

(f) Fees and charges due to any person, firm or corporation which may be retained or hired by the Board to perform any functions or activities incident to the management or administration of Heleena Hills

(g) Construction, replacement, improvement, maintenance in good order and repair of the Common Area and improvements thereon and that portion of the Lots that the Association is responsible for maintaining, as the Board shall determine are necessary and proper

(h) Maintenance in good order and repair of the storm drainage system in the private roads and driveways

(i) Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes, and assessments which the Board may procure or pay for pursuant to the terms of this Declaration, or the Bylaws of the Association, or which the Board shall decide is necessary or proper for the operation and maintenance of the Common Area or for the enforcement of any provisions in this Declaration or the Bylaws of the Association

(j) Maintenance and repair of any portion of a Lot that Lot Owner is responsible for maintaining or building thereon, if such maintenance or repair is reasonably necessary to protect the Common Area or preserve the appearance and value of Heleena Hills, and the Lot Owner of such Lot has failed or refused to perform said maintenance or repair within thirty (30) days after written notice of the necessity of said maintenance or repair is delivered by the Board, provided, however, that the Board shall levy a special assessment against the Lot of such Lot Owner for the cost of said maintenance

Section 3 Amount of the Monthly Assessments. The amount of the monthly assessments shall be as follows: \$15.00

(a) An initial assessment equal to three (3) months dues shall be paid by each original Lot purchaser upon the closing of each Lot and thereafter paid monthly

(b) Within thirty (30) days prior to the beginning of each fiscal year of the Association, the Board shall estimate the net charges to be paid by the Association during the coming year for the purposes specified in Section 2 of this Article VIII (including a reasonable provision for contingencies and replacements and less any expected income and any surplus from the prior year's fund), shall divide the estimated net charges by the number of Lots and shall assess each Lot Owner except Developer such amount in accordance with the number of Lots owned. The Association's fiscal year commences January 1. If the estimated cash requirement proves inadequate for any reason, including nonpayment of any Lot Owner's assessment, a further assessment may be levied, which shall be assessed in like manner. Each Lot Owner shall be obligated to pay assessments made pursuant to this paragraph to the Association in equal monthly installments on or before the first day of each month during the year. However, the Board of Directors may provide for quarterly payments in lieu of monthly payments

(c) All funds collected hereunder shall be expended for the purposes designated herein.

(d) The Omission by the Board before the expiration of any year to fix the assessments for that or the next year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Lot Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year but the assessment fixed for the preceding year shall continue until a new assessment is fixed

(e) The Association shall keep detailed accurate records, in chronological order, of the receipts and expenditures affecting the Common Area, specifying and itemizing the operation, maintenance, replacement and repair expenses of the Common

Area and any other expenses incurred. Records and vouchers authorizing the payments involved shall be available for examination by the Lot Owners by appointment only during business hours on weekdays.

Section 4 Special Assessments The Association may levy such other special assessments for capital improvements upon the Common Area, or for such other purposes and in such manner as shall be provided in this Declaration, the Articles of Incorporation, Bylaws or other rules and regulations of the Association.

Section 5 Default in Payment of Assessment Remedies. If any assessment is not paid within thirty (30) days after it was first due and payable, the assessment shall bear interest from the date on which it was due at the highest rate permitted by law until paid, and if no limitation is imposed by law, at four percent (4%) above the prime rate charged at Bank of America or its successor in interest on the last day of the preceding calendar year, and the Association may bring an action at law against the one personally obligated to pay the same and/or foreclose the lien against the Lot, and interest costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment and all such sums shall be included in any judgment or decree entered in such suit. No Lot Owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use and enjoyment of the Common Area or by abandonment of his Lot.

Section 6 Subordination of the Lien to Mortgagees. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust now or hereafter placed on any Lot. Sale or transfer of any Lot which is subject to such first mortgage pursuant to a decree of foreclosure under such mortgage or trustee's sale under such deed of trust or in lieu of foreclosure thereof shall extinguish the lien of such assessments as to payments thereof 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.

ARTICLE IX

RESIDENTIAL AREA COVENANTS / ARCHITECTURAL CONTROL

Section 1 Developer. The Developer hereby reserves for itself, its successors and assigns, as long as it owns any Lot, the right to exercise any and all powers and controls given to the Board or its authorized representative as enumerated in Section 2 herein. Said reserved right shall automatically terminate when the Developer sells the last Lot, or at such earlier time as said reserved right is relinquished to the Board of the Association by the Developer. Each Lot shall be subject to this reserved right of Developer and each Lot Owner shall take subject thereto.

Section 2: Committee. After termination of the Development Period the Board shall act as the Architectural Control Committee. The written approval of the Committee must be obtained before any construction activity or any fences may be erected, placed or altered on any Lot, or any landscaping of the Lot Area of which Lot Owner is responsible may be commenced, including the removal of trees greater than six inch caliper measured four feet from the ground. A two-thirds (2/3) affirmative vote of the Committee is required before the Committee shall grant written approval. In seeking such approval, a Lot Owner or prospective Lot Owner shall submit to the Architectural Control Committee the construction plans, specifications and plot plan showing the nature, kind, shape, height, materials and locations, their conformity and harmony of external design with existing structures in Heleena Hills and the appropriateness of their location within Heleena Hills.

Section 3. Nuisances No noxious or offensive activity shall be carried on, in, or upon any lot or access easement area, nor shall anything be done in or upon any lot or access easement which may be, or which may become, an annoyance or nuisance to other Lot Owners

Section 4: 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.

Section 5: Campers, Trailers, Boats and Recreational Vehicles. Except as hereinafter expressly provided, the Common Area and/or streets located on the real property shall not be used for the overnight parking of any vehicle other than private family automobiles. No boat, 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 part thereof, shall be stored or permitted to remain on any Lot, or on the Common Area, or on any part of the real property, unless the same is stored or placed in a garage

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.

Section 6. 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 purposes 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 Helena Hills for repeated violation of the foregoing provisions and of rules and regulations adopted by it.

Section 7. Garbage. No Lot or tract 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 any 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.

Section 8. Temporary Structures. There shall be no outbuilding, shack, trailer, shed, tent or temporary outbuilding of any kind kept on a Lot. No basement or garage shall be used as a residence either temporarily or permanently.

Section 9. Antennas. No radio or television antenna or transmitting tower shall be allowed on any Lot or residence.

Section 10. 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.

Section 11. Developer's Work. Developer will undertake the work of developing the real property as described herein. The completion of that work and the sale of these homes are essential to the establishment and welfare of said property as a residential community. In order that said work may be completed and said property be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to prevent Developer, its successors and

assigns and their contractors and employees from performing such work, erecting and maintaining such structures and signs and conducting such business as they deem necessary in order to accomplish such purpose. As used in this Section, the words "successors and assigns" specifically do not include purchasers of Lots improved with completed residences

Section 12: Fences. No fence, wall, or hedge shall be permitted to extend nearer to any street than the minimum set back line, nor shall any fence, wall, or hedge be constructed in any area maintained by the Association. The Lot Owner shall obtain the approval of the Architectural Control Committee in accordance with the provisions of Article IX, Section 2, prior to the construction or planting of any fence, wall, or hedge. Fence design and paint color, if any, must have advance approval of the Architectural Control Committee

ARTICLE X

EASEMENTS

Section 1: Utility Easements. There is hereby reserved for and granted to all utilities serving the Plat, and their respective successors and assigns, an easement under and upon such portions of the Lots, Tracts, and Common Areas as more specifically described in the Plat for the purpose of installing, laying, constructing, renewing, operating, and maintaining underground conduits, cables, pipes, and wires with necessary facilities and other equipment for serving the Heleena Hills subdivision and other property with electric, telephone, gas, television cable, and other utility services, together with the right to enter upon the Lots, Tracts, and Common Areas at all times for the purposes herein stated.

Section 2: Drainage Easements and Private Tracts. There is hereby reserved for the benefit of Snohomish County, its successors and assigns, drainage easements and private tracts as designated on the Plat, together with the right of ingress and egress, for the purpose of inspecting, operating, maintaining, and rebuilding the storm water pipes, ditches, catch basins, detention ponds, and vaults.

Section 3: Maintenance of and Restrictions on Easement Areas. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with or change the direction of flow of drainage facilities. The Lot Owner(s) shall be responsible for operation, maintaining, repairing and restoring the condition of the native growth protection/area easement if any unauthorized disturbance occurs

Section 4 Nature of Easements All easements conveyed herein shall be perpetual and shall run with the land to be burdened or benefited and shall inure to the benefit of and be binding on the heirs, successors and assigns of the Lot Owners

ARTICLE XI

GENERAL PROTECTIVE COVENANTS

Section 1 Subdivision or Combination No Lot or any part of the real property shall be subdivided or combined except on approval by all of the Lot Owners at a meeting of the Association called for that purpose. Written notice of such meeting expressly setting forth the purpose thereof shall be given to each Lot Owner as provided in the Association's Bylaws. Upon approval, the Association shall file with the Snohomish County Auditor an amendment to this Declaration as may be necessary to fully describe such combined or subdivided Lot or Lots or real property. Said combination or subdivision must also be approved through the Snohomish County platting process.

Section 2 Mortgagee Protection

(a) As used in this Article XI, references to mortgage or mortgages shall be deemed to include deeds of trust.

(b) Notwithstanding and prevailing over any other provisions of this Declaration, the Association's Articles of Incorporation or Bylaws, or any rules, regulations or management agreements, the following provisions shall apply to and benefit each holder of a mortgage given for the purpose of obtaining funds for the construction or purchase of a residence on any Lot or the improvement of any Lot.

(c) The holder of a mortgage entitled to the protection hereof shall not in any case or manner be personally liable for the payment of any assessment or charge, nor for the observance or performance of any covenant, restriction, regulation, rule, Association Article of Incorporation, Bylaw, or management agreement, except for those matters which are enforceable by injunctive or other equitable actions, not requiring the payment of money, except as hereinafter provided.

(d) During the pendency of any proceeding to foreclose said mortgage, the holder of said mortgage or the receiver, if any, may exercise any or all of the rights and privileges of the Lot Owner of the mortgaged Lot, including but not limited to the right to vote as a Member of the Association to the exclusion of the Lot Owner's exercise of such rights and privileges.

(e) At such time as said mortgagee shall become entitled to possession of the Lot, said mortgagee shall be subject to all of the terms and conditions of the Declaration, and the Articles and Bylaws of the Association, including but not limited to the obligation to pay for all assessments and charges accruing thereafter, in the same manner as any Lot Owner; provided, however, said mortgagee shall acquire the title to said Lot free and clear of any lien authorized by or arising out of any provisions of the Declaration which secure the payment of any assessment for charges accrued prior to the date said mortgagee became entitled to possession of that Lot

(f) If it is deemed necessary by the Association, any unpaid assessment against the parcel foreclosed against may be treated as a common expense of other Lots. Any such unpaid assessments shall continue to exist as a personal obligation of the defaulting Lot Owner of the respective Lot to the Association.

ARTICLE XII

MANAGEMENT CONTRACTS

Each Member hereby agrees that the Association may enter into such agreements for the performance of any or all of the functions of the Association with such persons or entities as the Association shall deem fit and proper in its judgment and discretion; provided, however, any said agreements entered into by the Developer during the Development Period shall provide, in their terms, that said agreements shall automatically terminate upon the termination of the Development Period. Any contract with a managing agent shall have a term no longer than one (1) year (but may be renewable by agreement of the parties for successive one-year periods) and shall be terminable by the Board without payment of a termination fee, either (1) for cause, on thirty (30) days' written notice, or (2) without cause, on no more than ninety (90) days' written notice. Fees and charges paid pursuant to said agreements shall be Common Expenses.

ARTICLE XIII

INSURANCE

Section 1 The Association shall have authority to obtain insurance for the Common Area improvements, if any, against loss or damage by fire or other hazards in amounts sufficient to cover the full replacement in the event of damage or destruction. The Association shall obtain a broad form public liability policy covering the Common Area. After the termination of the Development Period, all such insurance coverage shall be written in the name of the Association as trustee for each of the members of the Association. Costs of insurance obtained by the Developer prior to the termination of the Development Period shall be borne by the Developer.

Section 2: In the event of the damage or destruction of Common Area improvements covered by insurance written in the name of the Association, the Association shall upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the Common Area improvements to as good a condition as they were when the loss occurred. The Association may contract with any licensed Contractor for reconstruction or rebuilding of such destroyed portions of the Common Area improvements. The Developer may, during the Development Period, elect to rebuild the damaged or destroyed portions of the Common Area improvements.

Section 3 In the event of damage or destruction by fire or other casualty to any residence, the Lot Owner thereof shall, upon receipt of the insurance proceeds, contract to repair or rebuild such damaged or destroyed portions of the residence in a good workmanlike manner in conformance with the original plans and specifications of said residence. The plans and specifications for said damaged or destroyed residence may be modified and said damaged or destroyed residence may be reconstructed in accordance with said modified plans and specifications if the Lot Owner of said damaged or destroyed residence secures the approval of the Board, its authorized representative, or the Developer, as the case may be as provided in Article IX of the Declaration.

ARTICLE XIV

RULES AND REGULATIONS

The Association is hereby authorized and empowered to adopt rules and regulations governing the use of the Lots, Tracts, Common Areas in the Plat and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof. All Lot Owners shall be given written notice of said rules and regulations.

ARTICLE XV

REMEDIES AND WAIVER

Section 1: Remedies. The remedies provided herein for collection of any assessment or other charge or claim against any member, for and on behalf of the Association, or Developer, are in addition to, and not in limitation of, any other remedies provided by law.

Section 2. Waiver The failure of the Association or the Developer or of any of their duly authorized agents or any of the Lot Owners to insist in any one or more instances upon the strict performance of or compliance with the Declaration or any of the

Articles, Bylaws or rules or regulations of the Association, or to exercise any right or option contained therein, or to serve any notice or to institute any action or summary proceedings, shall not be construed as a waiver or relinquishment of such right for the future, but such right to enforce any of the provisions of the Declaration or of the Articles, Bylaws or rules or regulations of the Association shall Continue and remain in full force and effect. No waiver of any provision of the Declaration or of the Articles, Bylaws, rules or regulations of the Association shall be deemed to have been made, either expressly or impliedly, unless such waiver shall be in writing and signed by the Board of the Association pursuant to authority contained in a resolution of said Board.

ARTICLE XVI

BENEFITS AND BURDENS RUN WITH THE LAND

The covenants, restrictions, reservations and conditions contained herein shall run with the land and shall be binding upon the real property and each portion thereof and all persons owning, purchasing, leasing and subleasing or occupying any Lot on the real property, and upon their respective heirs, successors and assigns

ARTICLE XVII

RESERVATION OF RIGHT TO AMEND TO COMPLY WITH FNMA/FHLMC/VA/FHA REQUIREMENTS

The Developer hereby reserves the right to amend the Declaration from time to time as may be necessary to comply with FNMA/FHLMC/VA FHA regulations or requirements. Said reserved right to amend the Declaration shall exist so long as the Developer retains the ownership of any Lot.

If the Developer, at its option, determines that it is necessary to so amend the Declaration, the Developer, on behalf of all Lot Owners, is hereby authorized to execute and to have recorded said required amendment or amendments. All Lot Owners hereby grant to the Developer a full and complete power of attorney to take any and all actions necessary to effectuate and record said amendment or amendments and agree that said amendment or amendments shall be binding upon their respective Lots and them and their respective heirs, personal representatives, successors and assigns to the same extent as if they had personally executed said amendment or amendments. 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 XVIII

GENERAL PROVISIONS

Section 1: Enforcement After the date on which the Declaration has been recorded, these covenants, restrictions, reservations and conditions may be enforced by the Association or Developer which shall have the right to enforce the same and expend Association monies in pursuance thereof, and also may be enforced by the Lot Owner of any Lot. Failure by any Lot Owner to insist on strict performance of any Covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The receipt by the Association of payment of any assessment from a Lot Owner with knowledge of any breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the authorized officers of the Association.

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

Section 3 Amendment: Except as provided in Article XVII of the Declaration, the Declaration may be amended by an instrument executed by the President and Secretary of the Association for and on behalf of the Lot Owners. The Association is hereby authorized to record or to cause to be recorded said instrument. The Association shall only be authorized to execute and record said amendment on behalf of Lot Owners after said amendment shall be approved by a vote of the Lot Owners having seventy-five percent (75%) of the total votes; provided that Article X Section 1 and Section 4 may not be changed or removed except after approval by Snohomish County, which approval shall not be unreasonably withheld. Votes shall be cast by written ballot either in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all Lot Owners not less than ten (10) days nor more than fifty (50) days in advance of said meeting. All Lot Owners may also vote by executing a document in writing consenting to the said amendment, written consent may be submitted either prior to or within one hundred twenty (120) days following the date of said meeting.

All Lot Owners hereby grant to the Association a full and complete power of attorney to take any and all actions necessary to effectuate and record said 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 heirs, personal representative, 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.

Notwithstanding the foregoing, no material amendment to the Declaration shall be made unless thirty (30) days written notice of said proposed material amendment is

given by the Association to institutional holders of first mortgage liens who have in writing requested notice thereof.

Section 4. Subordination It is further provided that a breach of any of the conditions contained herein or of any re-entry 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 conditions 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

Section 5: Limitation of Liability No person who shall serve as Member of the Board or the initial Board or as an officer of the Association shall be liable to any Lot Owner or to the Association except for claims, damages, liabilities, costs or expenses which arise out of the willful misconduct of such person. Without limiting the generality of the foregoing, no person who shall serve as a Member of the Board or the initial Board or as an officer of the Association shall be liable to any Lot Owner or to the Association for the interruption of service of any utility which the Board or the initial Board or an authorized officer of the Association is purchasing from a public utility or otherwise for the benefit of the Lots or the Lot Owners unless such interruption of service arises out of the willful misconduct of such person. Nothing contained in this Section 5 shall be construed to impose liability upon any person who shall serve as a member of the Board, the initial Board, or as an officer of the Association. The limitation of liability specified in this Section 5 shall extend to the Developer if the Developer is a member of the Board or the initial Board or an officer of the Association

Section 6: Indemnification The Lot Owners shall indemnify and hold each person who serves as a member of the Board, including the Developer if the Developer serves in such capacity, harmless from all claims, damages, liabilities, expenses and costs (including, but not by way of limitation, the cost of attorneys, with or without litigation) which Such person may incur because of his serving as a member of the Board, whether or not such person incurs the obligation to pay such claim, damage, liability, expense or cost at the time at which such person is a member of the Board or thereafter, provided that such claim, damage, liability, expense or cost does not arise out of the willful misfeasance or malfeasance of such person in the performance of his duties as a member of the Board, and provided further that the Lot Owners shall not be obligated to indemnify and hold such person harmless as provided in this Section 6 if such claim, damage, liability, expense or cost is not included in a court order except to the extent that the Board determines that the expense or cost is in the best interest of the Association. The indemnification agreement of the Lot Owners which is provided in this Section 6 shall also apply to and be for the benefit of each person who serves as a member of the initial Board and to each person who serves as an officer of the Association, including the Developer if the Developer serves in such capacity

Section 7: Leases. Any lease agreement between a Lot Owner and a lessee shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and the Article of Incorporation and Bylaws of the Association, and that any failure by the lessee to comply with the terms in such document shall be a default under the lease. All said leases shall be in writing.

Section 8: Notice. Any notice required by the Declaration or the Articles of Incorporation or Bylaws of the Association 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 the Association, and said notices shall be deemed given when deposited in a United States Post Office.

Section 9 Mediation Before Litigation. No action or lawsuit shall commence nor recourse to a judicial forum be made ("Litigation") until the parties have commenced, participated in and concluded non-binding mediation, as described below ("Mediation"). All claims, disputes, or controversies arising out of or in relation to (a) the Plat, (b) the interpretation, application, or enforcement of the Declaration, or any other rules or regulations relating to the Plat or (c) breach thereof ("Claim") shall be the subject of Mediation prior to Litigation. Upon the happening or discovery of a Claim, Lot Owners shall give Developer and the Association written notice by certified mail of the Claim. Such written notice shall give the fullest information about the Claim known by Lot Owners at that time, and the Claim shall thereby be sufficient to initiate Mediation and promote resolution of the Claim. Within ten (10) days of actual receipt by certified mail of the notice of Claim, Developer and the Association shall acknowledge to Lot Owners receipt of the notice and further, shall transmit by certified mail copies of the notice to all parties of real interest to the Claim, known at the time. Within sixty (60) days from such notice to the parties of real interest as described herein, the parties of real interest to the Claim shall follow the rules for Mediation established by the American Arbitration Association ("AAA") or such other rules as are acceptable to all parties. If the parties do not reach an agreement as to other rules, then the rules of the AAA shall exclusively govern the Mediation. Pursuant to the rules for Mediation, the mediator shall be selected, informal discovery shall be permitted and scheduled, and procedures for the Mediation conferences shall be determined, together with such other procedures as deemed necessary by the mediator. The costs of Mediation shall be shared equally among the parties, unless otherwise recommended by the Mediator. All discovery may be utilized in later Litigation, if any, unless otherwise agreed to in writing by the parties. Mediation is deemed concluded when the parties agree to a final resolution of the Claim, or when the Mediator and the parties agree that the Claim cannot be resolved by the Mediation process.

Section 10 Costs and Attorney's Fees. In the event the Association employs an attorney to enforce any provision of the Declaration, the Articles of Incorporation or Bylaws of the Association, or rules and regulations adopted by the Association, the

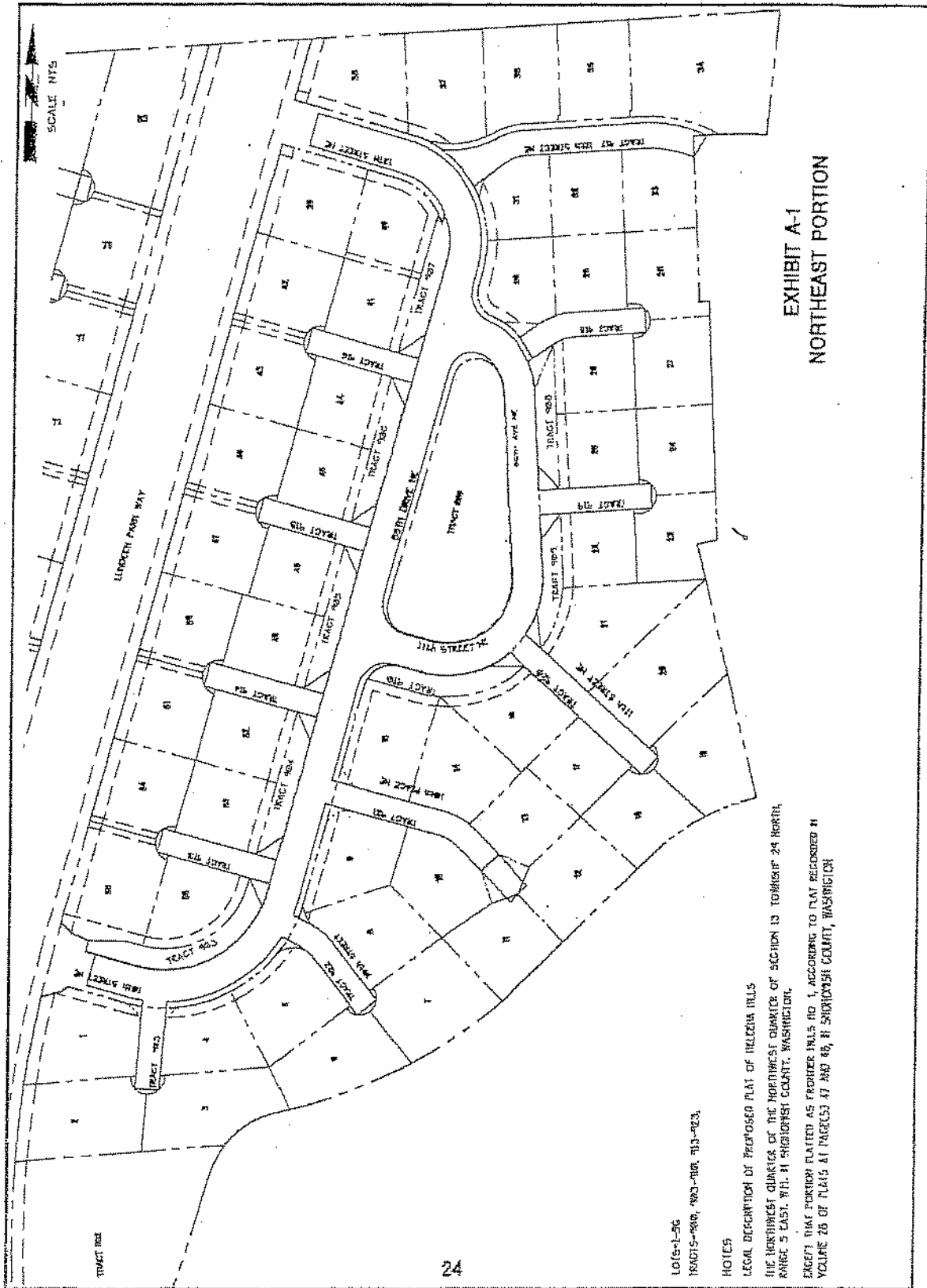


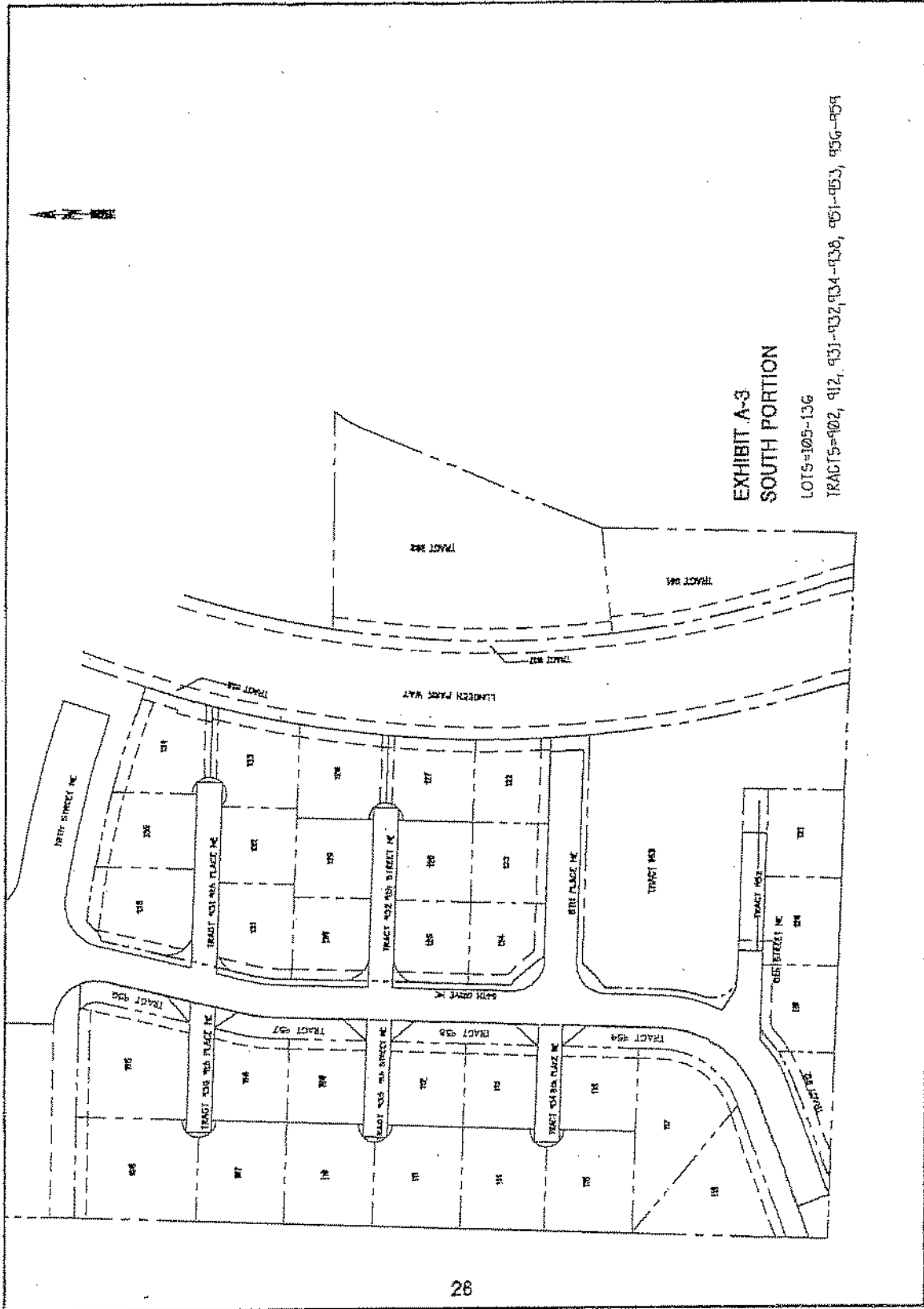
EXHIBIT A-1
NORTHEAST PORTION

LO(S)=1-56
TRACTS--180, 181-186, 187-188, 189-192, 193-194, 195-196, 197-198, 199-200, 201-202, 203-204, 205-206, 207-208, 209-210, 211-212, 213-214, 215-216, 217-218, 219-220, 221-222, 223-224, 225-226, 227-228, 229-230, 231-232, 233-234, 235-236, 237-238, 239-240, 241-242, 243-244, 245-246, 247-248, 249-250, 251-252, 253-254, 255-256, 257-258, 259-260, 261-262, 263-264, 265-266, 267-268, 269-270, 271-272, 273-274, 275-276, 277-278, 279-280, 281-282, 283-284, 285-286, 287-288, 289-290, 291-292, 293-294, 295-296, 297-298, 299-300, 301-302, 303-304, 305-306, 307-308, 309-310, 311-312, 313-314, 315-316, 317-318, 319-320, 321-322, 323-324, 325-326, 327-328, 329-330, 331-332, 333-334, 335-336, 337-338, 339-340, 341-342, 343-344, 345-346, 347-348, 349-350, 351-352, 353-354, 355-356, 357-358, 359-360, 361-362, 363-364, 365-366, 367-368, 369-370, 371-372, 373-374, 375-376, 377-378, 379-380, 381-382, 383-384, 385-386, 387-388, 389-390, 391-392, 393-394, 395-396, 397-398, 399-400, 401-402, 403-404, 405-406, 407-408, 409-410, 411-412, 413-414, 415-416, 417-418, 419-420, 421-422, 423-424, 425-426, 427-428, 429-430, 431-432, 433-434, 435-436, 437-438, 439-440, 441-442, 443-444, 445-446, 447-448, 449-450, 451-452, 453-454, 455-456, 457-458, 459-460, 461-462, 463-464, 465-466, 467-468, 469-470, 471-472, 473-474, 475-476, 477-478, 479-480, 481-482, 483-484, 485-486, 487-488, 489-490, 491-492, 493-494, 495-496, 497-498, 499-500, 501-502, 503-504, 505-506, 507-508, 509-510, 511-512, 513-514, 515-516, 517-518, 519-520, 521-522, 523-524, 525-526, 527-528, 529-530, 531-532, 533-534, 535-536, 537-538, 539-540, 541-542, 543-544, 545-546, 547-548, 549-550, 551-552, 553-554, 555-556, 557-558, 559-560, 561-562, 563-564, 565-566, 567-568, 569-570, 571-572, 573-574, 575-576, 577-578, 579-580, 581-582, 583-584, 585-586, 587-588, 589-590, 591-592, 593-594, 595-596, 597-598, 599-600, 601-602, 603-604, 605-606, 607-608, 609-610, 611-612, 613-614, 615-616, 617-618, 619-620, 621-622, 623-624, 625-626, 627-628, 629-630, 631-632, 633-634, 635-636, 637-638, 639-640, 641-642, 643-644, 645-646, 647-648, 649-650, 651-652, 653-654, 655-656, 657-658, 659-660, 661-662, 663-664, 665-666, 667-668, 669-670, 671-672, 673-674, 675-676, 677-678, 679-680, 681-682, 683-684, 685-686, 687-688, 689-690, 691-692, 693-694, 695-696, 697-698, 699-700, 701-702, 703-704, 705-706, 707-708, 709-710, 711-712, 713-714, 715-716, 717-718, 719-720, 721-722, 723-724, 725-726, 727-728, 729-730, 731-732, 733-734, 735-736, 737-738, 739-740, 741-742, 743-744, 745-746, 747-748, 749-750, 751-752, 753-754, 755-756, 757-758, 759-760, 761-762, 763-764, 765-766, 767-768, 769-770, 771-772, 773-774, 775-776, 777-778, 779-780, 781-782, 783-784, 785-786, 787-788, 789-790, 791-792, 793-794, 795-796, 797-798, 799-800, 801-802, 803-804, 805-806, 807-808, 809-810, 811-812, 813-814, 815-816, 817-818, 819-820, 821-822, 823-824, 825-826, 827-828, 829-830, 831-832, 833-834, 835-836, 837-838, 839-840, 841-842, 843-844, 845-846, 847-848, 849-850, 851-852, 853-854, 855-856, 857-858, 859-860, 861-862, 863-864, 865-866, 867-868, 869-870, 871-872, 873-874, 875-876, 877-878, 879-880, 881-882, 883-884, 885-886, 887-888, 889-890, 891-892, 893-894, 895-896, 897-898, 899-900, 901-902, 903-904, 905-906, 907-908, 909-910, 911-912, 913-914, 915-916, 917-918, 919-920, 921-922, 923-924, 925-926, 927-928, 929-930, 931-932, 933-934, 935-936, 937-938, 939-940, 941-942, 943-944, 945-946, 947-948, 949-950, 951-952, 953-954, 955-956, 957-958, 959-960, 961-962, 963-964, 965-966, 967-968, 969-970, 971-972, 973-974, 975-976, 977-978, 979-980, 981-982, 983-984, 985-986, 987-988, 989-990, 991-992, 993-994, 995-996, 997-998, 999-1000

NOTES

LEGAL DESCRIPTION OF PROPOSED PLAT OF INDIANA HILLS
THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13 TOWNSHIP 24 NORTH,
RANGE 5 EAST, T1N R5E, IN SHERBURN COUNTY, WASHINGTON,
EXCEPT THAT PORTION PLATTED AS FREDERICK HILLS NO. 1, ACCORDING TO PLAT RECORDED IN
VOLUME 28 OF PLATS AT PARCELS 47 AND 48, IN SHERBURN COUNTY, WASHINGTON

200203130217



**EXHIBIT A-3
SOUTH PORTION**

LOTS=105-136
TRACTS=902, 912, 931-932, 934-938, 951-953, 956-959

200203130217

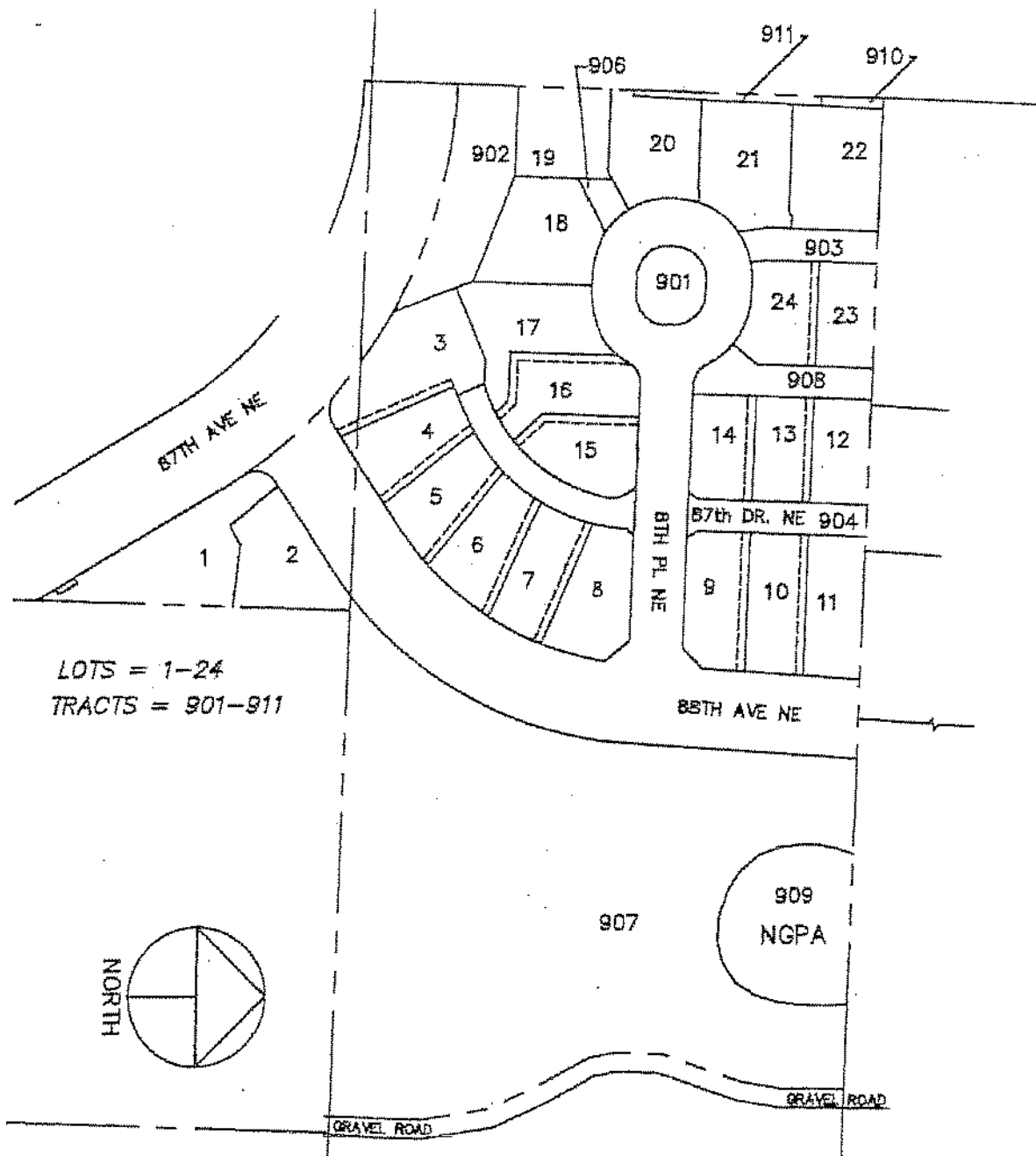
EXHIBIT B

Legal Description of Plat of Heleena Hills

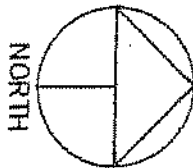
The Northwest quarter of the Northwest quarter of Section 13, Township 29 North, Range 5 East, W.M., in Snohomish County, Washington;

EXCEPT that portion platted as Frontier Hills No 1, according to Plat recorded in Volume 28 of Plats at Page(s) 47 and 48, in Snohomish County, Washington

EXHIBIT 'C'



LOTS = 1-24
TRACTS = 901-911



0 50 100 200 FEET

PLAT OF
HELEENA MANOR

200203130217

EXHIBIT D

Legal Description of Plat of Heleena Manor

Parcel A

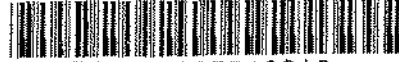
That portion of the South half of the South half of the Northeast quarter of the Northwest quarter of Section 13, Township 29 North, Range 5 East, Willamette Meridian, in Snohomish County, Washington, lying West of Power Line Road, and lying Northeasterly of 87th Avenue Northeast (a.k.a 88th Avenue Northeast).

Parcel B

That portion of the West half of the West half of the Southeast quarter of the Northwest quarter lying North of 87th Avenue Northeast (a.k.a 88th Avenue Northeast) Section 13, Township 29 North, Range 5 East, Willamette Meridian, in Snohomish County, Washington,

EXCEPT County Roads; ALSO EXCEPT portion condemned by Snohomish County Public Utility District No. 1 under Snohomish County Superior Court Cause No. 91956 Situated in the County of Snohomish, State of Washington

200205240818



200205240818

AFTER RECORDING RETURN TO:
TBH Homes
Attention: Richard Milford
11410 NE 124th St, PMB 155
Kirkland, WA 98034-4399

05/24/2002 03:31 PM Snohomish
P.0004 RECORDED County

Document Title:

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS &
RESTRICTIONS (Declaration recording No 200203130217)

Grantor:

Jon C Peterson

Grantee:

HELENA HILLS
Snohomish County

Legal Description:

Lots 1 through 136 of the Plat of Heleena Hills according to the Plat thereof
recorded under Snohomish County Auditor's File Number 200203135006

Assessor's Property Tax Parcel/Account Numbers:

009340-000-001-00	009340-000-024-00	009340-000-047-00	009340-000-070-00	009340-000-093-00	009340-000-116-00
009340-000-002-00	009340-000-025-00	009340-000-048-00	009340-000-071-00	009340-000-094-00	009340-000-117-00
009340-000-003-00	009340-000-026-00	009340-000-049-00	009340-000-072-00	009340-000-095-00	009340-000-118-00
009340-000-004-00	009340-000-027-00	009340-000-050-00	009340-000-073-00	009340-000-096-00	009340-000-119-00
009340-000-005-00	009340-000-028-00	009340-000-051-00	009340-000-074-00	009340-000-097-00	009340-000-120-00
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009340-000-013-00	009340-000-036-00	009340-000-059-00	009340-000-082-00	009340-000-105-00	009340-000-128-00
009340-000-014-00	009340-000-037-00	009340-000-060-00	009340-000-083-00	009340-000-106-00	009340-000-129-00
009340-000-015-00	009340-000-038-00	009340-000-061-00	009340-000-084-00	009340-000-107-00	009340-000-130-00
009340-000-016-00	009340-000-039-00	009340-000-062-00	009340-000-085-00	009340-000-108-00	009340-000-131-00
009340-000-017-00	009340-000-040-00	009340-000-063-00	009340-000-086-00	009340-000-109-00	009340-000-132-00
009340-000-018-00	009340-000-041-00	009340-000-064-00	009340-000-087-00	009340-000-110-00	009340-000-133-00
009340-000-019-00	009340-000-042-00	009340-000-065-00	009340-000-088-00	009340-000-111-00	009340-000-134-00
009340-000-020-00	009340-000-043-00	009340-000-066-00	009340-000-089-00	009340-000-112-00	009340-000-135-00
009340-000-021-00	009340-000-044-00	009340-000-067-00	009340-000-090-00	009340-000-113-00	009340-000-136-00
009340-000-022-00	009340-000-045-00	009340-000-068-00	009340-000-091-00	009340-000-114-00	
009340-000-023-00	009340-000-046-00	009340-000-069-00	009340-000-092-00	009340-000-115-00	

AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS & RESTRICTIONS

WHEREAS, Jon Peterson, Declarant, is the owner of one hundred percent (100%) of the 136 lots in the Plat of Heleena Hills,

WHEREAS, Article XVII, Section 3 of the original Declaration of Covenants, Condition, & Restrictions (recorded under Snohomish County recording number 200203130217) provides that the Heleena Hills Homeowners Association is authorized to execute and record an amendment to the declaration that has the approval of Lot Owners having seventy-five percent (75%) of the total votes,

NOW THEREFORE, Heleena Hills Homeowners Association hereby amends the original declaration as follows

1. ARTICLE II, Section 1 shall be replaced with the following.

Section 1 Development Period The Development Period shall mean that period of time from the date of the recording of these Declarations until the date when 100% of the lots with completed residences have been sold. Notwithstanding the foregoing, the Developer at its option may elect to terminate the Development Period at any time after April 30, 2003. Upon termination of the Development Period, the Developer shall record with the Snohomish County Recording Officer a Declaration of Termination of Development Period referencing the Declaration and stating that the Development Period is terminated. The Development Period shall terminate with the recording of said document.

2. The first three sentences of ARTICLE VIII, Section 1 shall be replaced with the following

Section 1 Creation of the Lien and Personal Obligation of Assessments. Each Lot Owner, other than the Developer, by acceptance of a deed or other conveyance, 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 all common expenses assessed against his or her Lot by the Association, including, but not by way of limitation, (1) the initial assessment, (2) monthly, quarterly or annual assessments or charges, and (3) special assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided. Upon the closing of the sale of each Lot with a completed residence to a buyer other than a speculative builder (who purchases lots to build on and sells completed houses), the initial assessment of fifty dollars (\$50.00) shall be paid by the original Lot purchaser for the period until the Development Period ends. This initial assessment shall be collected although the closing of the lot may occur after the end of the Development Period. The initial, annual and special assessments, together with such interest

thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made

3. **Delete** the following sentence at the beginning of ARTICLE VIII, Section 3

Section 3 Amount of the Monthly Assessments . The amount of the monthly assessments shall be as follows \$15.00

4 ARTICLE VIII, Section 3 shall be re-headed as follows

Section 3 Assessments Set by Board

5 ARTICLE VIII, Section 3, Subsection (a) shall be replaced with the following

(a) Following the end of the Development Period, monthly dues for lots with completed residences shall be \$5 00 per lot, or other amount approved by the board according to Subsection (b) of this ARTICLE VIII, Section 3 below

6 ARTICLE VIII, Section 3, Subsection (b) shall be replaced with the following.

(b) Within thirty (30) days prior to the beginning of each fiscal year of the Association, the Board shall estimate the net charges to be paid by the Association during the coming year for the purposes specified in Section 2 of this Article VIII (including a reasonable provision for contingencies and replacements and less any expected income, initial assessments yet to be collected, and any surplus from the prior year's fund), and divide the estimated net charges by the number of non-exempt Lots. The Association's fiscal year commences January 1. If the assessed amount proves inadequate for any reason, including nonpayment of any Lot Owner's assessment, a further assessment may be levied, which shall be assessed in like manner. Notwithstanding the above, any Lot owned by the developer or a speculative builder and not occupied shall be exempt from all types of assessments until January 1, 2004. Each Lot Owner shall be obligated to pay assessments made pursuant to this paragraph to the Association within 30 days of the notice of such assessment by the association.

7. Add the following sentence to the end of ARTICLE IX, Section 4.

Notwithstanding the foregoing, during the sales period there shall be no limit on the size of signs used by speculative builders advertising the homes for sale or rent

8 ARTICLE IX, Section 8 shall be changed to read as follows

Section 8 Temporary Structures Except for the job trailers of speculative builders during the construction and sales period, there shall be no outbuilding,

**CONSENT TO ACTION OF DIRECTORS
IN LIEU OF ORGANIZATIONAL MEETING OF DIRECTORS
OF
HELEENA HILLS HOMEOWNERS ASSOCIATION**

Pursuant to RCW 24.03.155 and waiver of notice as evidenced by the signatures hereto, this consent in lieu of meeting was executed by all of the directors of Heleena Hills Homeowners Association, on this 15 day of ~~February~~, 2002. *March JJP*

The undersigned, being all of the initial Board of Directors of this Corporation, consent to the following actions.

1. The Articles of Incorporation were approved by the Secretary of State on January 29, 2002, as evidenced by File Number 602 177 761. One of the executed originals of the Articles of Incorporation as approved by the Secretary of State was placed in the corporate minute book.
2. The By-Laws attached hereto and incorporated by this reference are hereby adopted as the By-Laws of this Corporation.
3. The following are hereby elected as directors of the Corporation to serve until the next annual meeting of the directors of the Corporation and until their successors are elected and qualified, to wit:

Jon Peterson
13416 Kenwanda Drive
Snohomish, WA 98296

Richard Milford
11410 Northeast 124th Street, PMB 155
Kirkland, WA 98034-4399

4. The following are hereby elected as officers of the Corporation to serve until the next annual meeting of the directors of the Corporation and until their successors are elected and qualified, to wit:

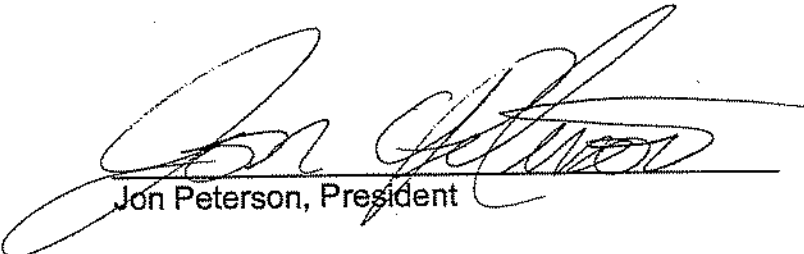
President:

Jon Peterson
13416 Kenwanda Drive
Snohomish, WA 98296

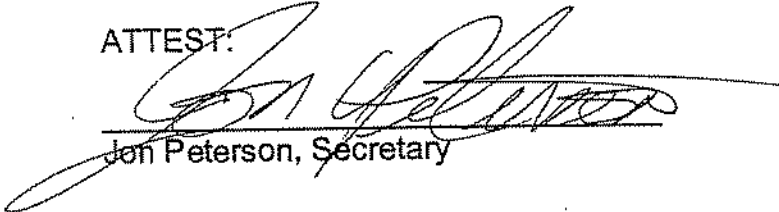
Secretary/Treasurer

Jon Peterson
13416 Kenwanda Drive
Snohomish, WA 98296

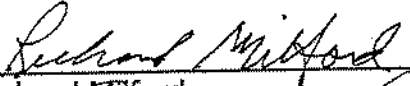
There being no further business, on motion duly made, seconded, and adopted, the meeting was adjourned.


Jon Peterson, President

ATTEST:


Jon Peterson, Secretary

Directors:


Richard Milford


Jon Peterson

Filed for Record at Request of:



200209230166
200209230166
09/23/2002 10:39 AM Snohomish
P.0002 RECORDED County

Christopher P. Frost
11120 N.E. 2nd Street, Suite 220
Bellevue, WA 98004

RECORDING SUMMARY:

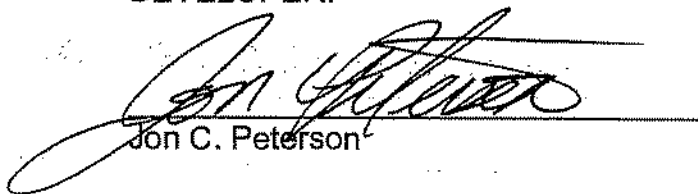
Reference #	
Grantor	Jon C. Peterson
Grantee	The public
Legal Description	Page 1
Tax Parcel #	290513-002-009-00

DECLARATION OF TERMINATION OF DEVELOPMENT PERIOD

Jon C. Peterson, as Developer, as that term is defined in Article 1, Section 6 of the Declaration of Covenants, Conditions, and Restrictions for Heleena Hills dated February 1, 2002, and filed under Snohomish County Recording No. 200203130217, records of Snohomish County, Washington, hereby states that the Heleena Hills Development Period, as that term is defined in Article 2, Section 1 of said Declaration of Covenants is terminated.

Dated this 8th day of August, 2002

DEVELOPER:


Jon C. Peterson

200209230166

STATE OF WASHINGTON)
)
COUNTY OF KING)

ss.

On this day personally appeared before me Jon C. Peterson, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged it to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 8th day of August, 2002.



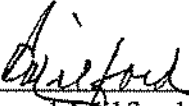
Christopher P. Priest
Print Name: CHRISTOPHER P. PRIEST
NOTARY PUBLIC, in and for the State of
Washington, residing at REDMOND
My commission expires 1-15-2006

200209230166

June 30, 2002

Jon C. Peterson
13416 Kenwanda Dr.
Snohomish, WA 98296

Effective June 30, 2002, I hereby resign as a director of the Heleena Hills Homeowners Association.



Richard Milford

6-30-02
Date

HELEENA HILLS
 A PLANNED RESIDENTIAL DEVELOPMENT
 PORTION OF NW1/4, NW1/4, SEC. 13, T29N, R6E, W1A.

- REFERENCES**
1. FRONTIER HEIGHTS SOUTH (ALTERATION) AFN 9803125004
 2. FRONTIER HILLS SOUTH (ALTERATION) AFN 9803125004
 3. R.O.S. BY CASIGADE AFN 88102285001
 4. R.O.S. BY BUSH, ROED AND HITCHINGS AFN 8206216011 AND 9404275001
 5. R.O.S. BY DOBBS ENGINEERS AFN 9507165000
 6. R.O.S. BY REGEL AND ASSOCIATES AFN 8005062005 AND 9510165002
 7. R.O.S. BY GROUND HART AFN 9703075004
 8. R.O.S. BY SEA INCORPORATED AFN 8409205008
 9. R.O.S. BY CHENDRETH AND ASSOCIATES AFN 9708085001
 10. R.O.S. BY CHENDRETH AND ASSOCIATES AFN 9708085001
 11. R.O.S. BY CHENDRETH AND ASSOCIATES AFN 9708085001

EQUIPMENT AND PROCEDURES
 SOKKIA 3 SECOND TOTAL STATION USED FOR CONTROL
 ACCURACY MEETS OR EXCEEDS THAT SPECIFIED IN W.A.C. 332-130-090
 BASIS OF BEARING IS S 88°33'37" E BETWEEN MONUMENTS FOUND AT THE NORTHWEST CORNER AND THE
 NORTH QUARTER OF SECTION 13, TOWNSHIP 29 NORTH, RANGE 5 EAST, W1A.

NARRATIVE
 SURVEYS WITHIN SECTION 13 HAVE BEEN RECORDED UTILIZING THEORETICAL CENTER OF SECTION AS WELL
 AS THE EXISTING MONUMENT. THIS SURVEY HOLDS AND ACCEPTS THE EXISTING MONUMENT AT THE CENTER
 OF SECTION AS THE TRUE CENTER OF SECTION FOR THIS AND ALL PRECEDING PLATS. THIS DECISION
 BEST FITS THE OCCUPATION ON THE GROUND SURROUNDING THIS PLAT.

200203135006

SURVEYED BY
 DRAWN BY
 CHECKED BY
 99153
 FEB. 14, 2002
 SPT2
 2 OF 12

INDEX IN NW1/4, NW1/4, SEC. 13, T29N, R6E, W1A.
 PPN 85-0784 SD
HELEENA HILLS
 A PLANNED RESIDENTIAL DEVELOPMENT
 SNOHOMISH COUNTY, WASHINGTON



DEDICATIONS AND REFERENCES

Andrews Group, Ltd.
 914 140TH AVE. NE, SUITE 100
 BELLEVUE, WASHINGTON 98005
 (206) 378-9407
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HELEENA HILLS
A PLANNED RESIDENTIAL DEVELOPMENT
PORTION OF NW1/4, NW1/4, SEC. 13, T29N, R9E, WM.

RESTRICTIONS AND COVENANTS (CONT.)

11. ALL CRITICAL AREAS AS DENIED BY CHAPTER 12.10 SEC SHALL BE DESIGNATED MARINE GROWTH PROTECTION AREAS.

12. THIS TRACT ACCESS FROM ANY LOT IN THIS SUBDIVISION SHALL BE PERMITTED TO LINDSEY PARK WAY.

13. THE TRACT ACCESS FROM ANY LOT IN THIS SUBDIVISION SHALL BE PERMITTED TO LINDSEY PARK WAY.

14. LOTS BEHIND LINDSEY PARK WAY SHALL HAVE VEHICULAR ACCESS FROM OTHER PLAY ROADS AND/OR SIDE COURTS.

15. LOTS BEHIND LINDSEY PARK WAY SHALL HAVE VEHICULAR ACCESS FROM OTHER PLAY ROADS AND/OR SIDE COURTS.

16. A PLAT DEVELOPER HAS BEEN ISSUED BY STEWART TITLE INSURANCE COMPANY, ORDER NO. 31430.

17. A PLAT DEVELOPER HAS BEEN ISSUED BY STEWART TITLE INSURANCE COMPANY, ORDER NO. 31430.

18. AN EASEMENT RECORDED ON NOVEMBER 12, 1999 RECORDED NO. 200112140021 IN FAVOR OF PUBLIC UTILITY DISTRICT NO. 1 OF SHOROHSEN COUNTY AND THE INSTRUMENT INCORPORATED FOR ELECTRIC DISTRIBUTION LINE FACILITIES (AS LOCATED).

19. AN EASEMENT RECORDED ON JUNE 27, 2001 RECORDED NO. 200102020246 IN FAVOR OF PUBLIC UTILITY DISTRICT NO. 1 OF SHOROHSEN COUNTY FOR ELECTRIC DISTRIBUTION LINE FACILITIES (AS LOCATED).

19. A VOLUNTARY ROAD IMPROVEMENTS AND UTILIZATION AGREEMENT AND THE TERMS AND CONDITIONS BETWEEN DEVELOPER AND SHOROHSEN COUNTY DATED SEPTEMBER 27, 2001.

20. A VOLUNTARY ROAD IMPROVEMENTS AND UTILIZATION AGREEMENT AND THE TERMS AND CONDITIONS BETWEEN DEVELOPER AND SHOROHSEN COUNTY DATED SEPTEMBER 27, 2001.

20. DEVELOPER EXTENSION AGREEMENT AND THE TERMS AND CONDITIONS BETWEEN MRS. C. PETERSON SPA PROMPTER HOMES AND LAKE STEVENS SEWER DISTRICT AND AGREEMENTS RECORDED ON FEBRUARY 22, 1999, DECEMBER 14, 2001 RECORDED NO. 200112140023 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

21. DEVELOPER EXTENSION AGREEMENT AND THE TERMS AND CONDITIONS BETWEEN MRS. C. PETERSON SPA PROMPTER HOMES AND LAKE STEVENS SEWER DISTRICT AND AGREEMENTS RECORDED ON FEBRUARY 22, 1999, DECEMBER 14, 2001 RECORDED NO. 200112140023 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

21. AN EASEMENT RECORDED ON DECEMBER 14, 2001 RECORDED NO. 200112140021 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

22. AN EASEMENT RECORDED ON DECEMBER 14, 2001 RECORDED NO. 200112140022 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

22. AN EASEMENT RECORDED ON DECEMBER 14, 2001 RECORDED NO. 200112140023 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

23. AN EASEMENT RECORDED ON DECEMBER 14, 2001 RECORDED NO. 200112140024 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

23. AN EASEMENT RECORDED ON DECEMBER 14, 2001 RECORDED NO. 200112140025 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

24. AN EASEMENT RECORDED ON DECEMBER 14, 2001 RECORDED NO. 200112140026 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

24. AN EASEMENT RECORDED ON DECEMBER 14, 2001 RECORDED NO. 200112140027 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

25. AN EASEMENT RECORDED ON DECEMBER 14, 2001 RECORDED NO. 200112140028 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

25. AN EASEMENT RECORDED ON DECEMBER 14, 2001 RECORDED NO. 200112140029 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

26. AN EASEMENT RECORDED ON DECEMBER 14, 2001 RECORDED NO. 200112140030 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

26. AN EASEMENT RECORDED ON DECEMBER 14, 2001 RECORDED NO. 200112140031 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

27. AN EASEMENT RECORDED ON DECEMBER 14, 2001 RECORDED NO. 200112140032 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

27. AN EASEMENT RECORDED ON DECEMBER 14, 2001 RECORDED NO. 200112140033 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

28. AN EASEMENT RECORDED ON DECEMBER 14, 2001 RECORDED NO. 200112140034 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

28. AN EASEMENT RECORDED ON DECEMBER 14, 2001 RECORDED NO. 200112140035 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

29. AN EASEMENT RECORDED ON DECEMBER 14, 2001 RECORDED NO. 200112140036 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

29. AN EASEMENT RECORDED ON DECEMBER 14, 2001 RECORDED NO. 200112140037 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

30. AN EASEMENT RECORDED ON DECEMBER 14, 2001 RECORDED NO. 200112140038 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

30. AN EASEMENT RECORDED ON DECEMBER 14, 2001 RECORDED NO. 200112140039 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

31. AN EASEMENT RECORDED ON DECEMBER 14, 2001 RECORDED NO. 200112140040 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

31. AN EASEMENT RECORDED ON DECEMBER 14, 2001 RECORDED NO. 200112140041 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

32. AN EASEMENT RECORDED ON DECEMBER 14, 2001 RECORDED NO. 200112140042 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

32. AN EASEMENT RECORDED ON DECEMBER 14, 2001 RECORDED NO. 200112140043 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

33. AN EASEMENT RECORDED ON DECEMBER 14, 2001 RECORDED NO. 200112140044 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

33. AN EASEMENT RECORDED ON DECEMBER 14, 2001 RECORDED NO. 200112140045 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

34. AN EASEMENT RECORDED ON DECEMBER 14, 2001 RECORDED NO. 200112140046 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

34. AN EASEMENT RECORDED ON DECEMBER 14, 2001 RECORDED NO. 200112140047 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

35. AN EASEMENT RECORDED ON DECEMBER 14, 2001 RECORDED NO. 200112140048 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

35. AN EASEMENT RECORDED ON DECEMBER 14, 2001 RECORDED NO. 200112140049 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

36. AN EASEMENT RECORDED ON DECEMBER 14, 2001 RECORDED NO. 200112140050 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

36. AN EASEMENT RECORDED ON DECEMBER 14, 2001 RECORDED NO. 200112140051 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

37. AN EASEMENT RECORDED ON DECEMBER 14, 2001 RECORDED NO. 200112140052 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

37. AN EASEMENT RECORDED ON DECEMBER 14, 2001 RECORDED NO. 200112140053 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

38. AN EASEMENT RECORDED ON DECEMBER 14, 2001 RECORDED NO. 200112140054 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

38. AN EASEMENT RECORDED ON DECEMBER 14, 2001 RECORDED NO. 200112140055 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

39. AN EASEMENT RECORDED ON DECEMBER 14, 2001 RECORDED NO. 200112140056 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

39. AN EASEMENT RECORDED ON DECEMBER 14, 2001 RECORDED NO. 200112140057 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

40. AN EASEMENT RECORDED ON DECEMBER 14, 2001 RECORDED NO. 200112140058 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

40. AN EASEMENT RECORDED ON DECEMBER 14, 2001 RECORDED NO. 200112140059 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

41. AN EASEMENT RECORDED ON DECEMBER 14, 2001 RECORDED NO. 200112140060 IN FAVOR OF LAKE STEVENS SEWER DISTRICT (AS TO PARCEL A).

J. Drivage Facility Maintenance Covenant recorded under AF # 200203130212

RESTRICTIONS AND COVENANTS

1. NO FURTHER SUBDIVISION OF ANY LOT WITHOUT SUBMITTING FOR FORMAL PLAT PROCEDURE.

2. THE SALE OR LEASE OF LESS THAN A WHOLE LOT IN ANY SUBDIVISION PLATTED AND FILED UNDER TITLE 19 SEC IS EXPRESSLY PROHIBITED EXCEPT IN COMPLIANCE WITH TITLE 19 OF SHOROHSEN COUNTY CODE.

3. ALL UNDEVELOPED AREAS OF THIS SUBDIVISION SHALL BE MAINTAINED BY THE DEVELOPER OR HIS SUCCESSORS AND MAY BE REVICED OR ELIMINATED AT THE DISCRETION OF THE DEVELOPER OR HIS SUCCESSORS.

4. THE COST OF CONSTRUCTION AND MAINTENANCE OF ALL ROADS, AND ADJACENT PAVEMENT PRESERVATION EXEMPTIONS NOT WITHIN DESIGNATED AS PUBLIC ROADS SHALL BE BORNE BY THE OWNERS AND THE OBLIGATION TO MAINTAIN SHALL BE CONSIDERED AS A BURDEN ON THE LOTS. THE COST OF CONSTRUCTION AND MAINTENANCE OF THE PLAY SHALL BE BORNE BY THE OWNERS AND THE OBLIGATION TO MAINTAIN SHALL BE CONSIDERED AS A BURDEN ON THE LOTS. THE COST OF CONSTRUCTION AND MAINTENANCE OF THE PLAY SHALL BE BORNE BY THE OWNERS AND THE OBLIGATION TO MAINTAIN SHALL BE CONSIDERED AS A BURDEN ON THE LOTS.

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11. THE COST OF CONSTRUCTION AND MAINTENANCE OF ALL ROADS, AND ADJACENT PAVEMENT PRESERVATION EXEMPTIONS NOT WITHIN DESIGNATED AS PUBLIC ROADS SHALL BE BORNE BY THE OWNERS AND THE OBLIGATION TO MAINTAIN SHALL BE CONSIDERED AS A BURDEN ON THE LOTS. THE COST OF CONSTRUCTION AND MAINTENANCE OF THE PLAY SHALL BE BORNE BY THE OWNERS AND THE OBLIGATION TO MAINTAIN SHALL BE CONSIDERED AS A BURDEN ON THE LOTS.

12. THE COST OF CONSTRUCTION AND MAINTENANCE OF ALL ROADS, AND ADJACENT PAVEMENT PRESERVATION EXEMPTIONS NOT WITHIN DESIGNATED AS PUBLIC ROADS SHALL BE BORNE BY THE OWNERS AND THE OBLIGATION TO MAINTAIN SHALL BE CONSIDERED AS A BURDEN ON THE LOTS. THE COST OF CONSTRUCTION AND MAINTENANCE OF THE PLAY SHALL BE BORNE BY THE OWNERS AND THE OBLIGATION TO MAINTAIN SHALL BE CONSIDERED AS A BURDEN ON THE LOTS.

13. THE COST OF CONSTRUCTION AND MAINTENANCE OF ALL ROADS, AND ADJACENT PAVEMENT PRESERVATION EXEMPTIONS NOT WITHIN DESIGNATED AS PUBLIC ROADS SHALL BE BORNE BY THE OWNERS AND THE OBLIGATION TO MAINTAIN SHALL BE CONSIDERED AS A BURDEN ON THE LOTS. THE COST OF CONSTRUCTION AND MAINTENANCE OF THE PLAY SHALL BE BORNE BY THE OWNERS AND THE OBLIGATION TO MAINTAIN SHALL BE CONSIDERED AS A BURDEN ON THE LOTS.

14. THE COST OF CONSTRUCTION AND MAINTENANCE OF ALL ROADS, AND ADJACENT PAVEMENT PRESERVATION EXEMPTIONS NOT WITHIN DESIGNATED AS PUBLIC ROADS SHALL BE BORNE BY THE OWNERS AND THE OBLIGATION TO MAINTAIN SHALL BE CONSIDERED AS A BURDEN ON THE LOTS. THE COST OF CONSTRUCTION AND MAINTENANCE OF THE PLAY SHALL BE BORNE BY THE OWNERS AND THE OBLIGATION TO MAINTAIN SHALL BE CONSIDERED AS A BURDEN ON THE LOTS.

15. THE COST OF CONSTRUCTION AND MAINTENANCE OF ALL ROADS, AND ADJACENT PAVEMENT PRESERVATION EXEMPTIONS NOT WITHIN DESIGNATED AS PUBLIC ROADS SHALL BE BORNE BY THE OWNERS AND THE OBLIGATION TO MAINTAIN SHALL BE CONSIDERED AS A BURDEN ON THE LOTS. THE COST OF CONSTRUCTION AND MAINTENANCE OF THE PLAY SHALL BE BORNE BY THE OWNERS AND THE OBLIGATION TO MAINTAIN SHALL BE CONSIDERED AS A BURDEN ON THE LOTS.

20020313006

RESTRICTIONS AND COVENANTS

1. ALL LOT AND TRACT CORNERS ARE MARKED WITH 1/2" X 3/4" BERMUDA GRASS WITH PLASTIC CAP MARKED "PLS 2136"

2. THERE ARE NO TRACT CORNERS ARE MARKED WITH 1/2" X 3/4" BERMUDA GRASS WITH PLASTIC CAP MARKED "PLS 2136"

3. THERE ARE NO TRACT CORNERS ARE MARKED WITH 1/2" X 3/4" BERMUDA GRASS WITH PLASTIC CAP MARKED "PLS 2136"

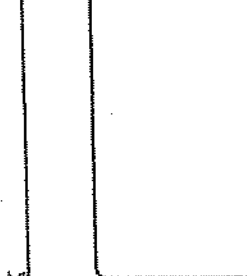
4. THERE ARE NO TRACT CORNERS ARE MARKED WITH 1/2" X 3/4" BERMUDA GRASS WITH PLASTIC CAP MARKED "PLS 2136"

5. THERE ARE NO TRACT CORNERS ARE MARKED WITH 1/2" X 3/4" BERMUDA GRASS WITH PLASTIC CAP MARKED "PLS 2136"

6. THERE ARE NO TRACT CORNERS ARE MARKED WITH 1/2" X 3/4" BERMUDA GRASS WITH PLASTIC CAP MARKED "PLS 2136"

SUBMITTED BY
DRAWN BY
CHECKED BY
DATE
99153
FEB 14, 2003
SPT3
3 OF 12

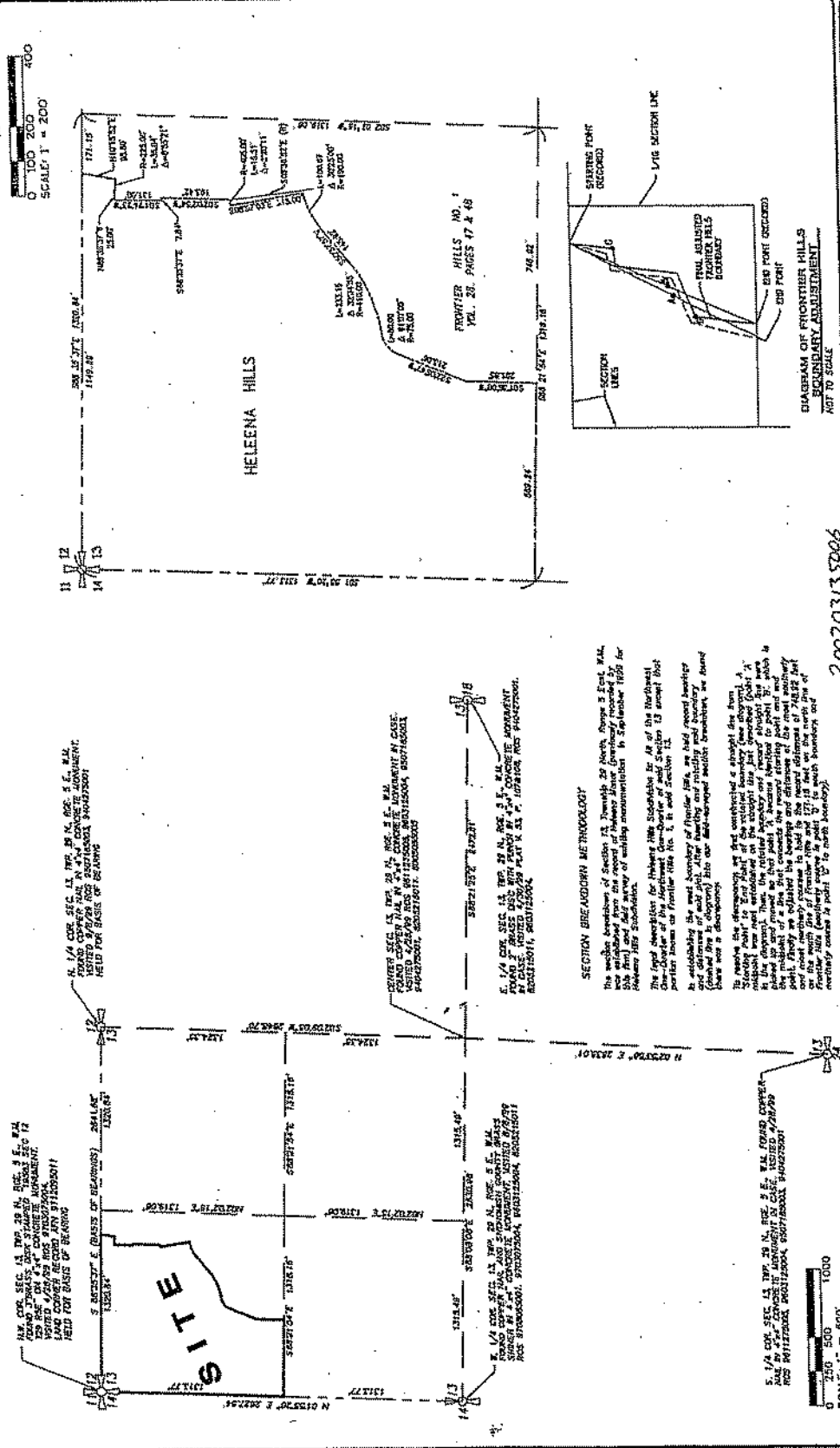
INDEX IN NW1/4, NW1/4, SEC. 13, T29N, R9E, WM.



PRN 65-07194 SD
HELEENA HILLS
A PLANNED RESIDENTIAL DEVELOPMENT
SHOROHSEN COUNTY, WASHINGTON

Andrews Group, Ltd.
914 140TH AVE. NE, SUITE 100
BELLEVUE, WASHINGTON 98005
(206) 378-9407
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HELEENA HILLS
 A PLANNED RESIDENTIAL DEVELOPMENT
 PORTION OF NW1/4, NW1/4, SEC. 13, T29N, R9E, W4M.



DATE: FEB. 14, 2002
 SHEET NO: 99153
 DRAWING TITLE: SPT-4
 1 of 12

INDEX IN NW1/4, NW1/4, SEC. 13, T29N, R9E, W4M
 PRN 95-07184 SD
HELEENA HILLS
 A PLANNED RESIDENTIAL DEVELOPMENT
 BROMBERG COUNTY, WASHINGTON



SECTION BREAKDOWN METHODOLOGY
 The section boundaries of Section 13, Township 29 North, Range 9 East, W4M, were surveyed by the Washington State Department of Ecology in 1985 for the purpose of establishing the water right boundary for the Heleena Hills project. The first description for Heleena Hills Subdivision is in the Northwest Quarter of the Northwest Quarter of said Section 13 and Section 12. In establishing the west boundary of Heleena Hills, we had record number one distances of said Section 12 and Section 13. The original survey shows with a discrepancy.

To resolve the discrepancy we first established a straight line from Station Point to East Point of the section boundary line shown on the plan. We then used the relative accuracy and record length of the plan to and from the point to determine the distance to point A, which is the midpoint of a distance line between end distances of the most accurate and most accurate courses to hold to the nearest distance of 7.4822 feet on the west line of Frontier Hills. We then used the section boundary and accuracy to point A to set north boundary.

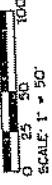
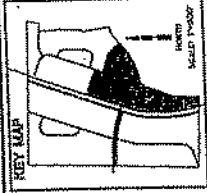
SECTION BREAKDOWN METHODOLOGY
 The section boundaries of Section 13, Township 29 North, Range 9 East, W4M, were surveyed by the Washington State Department of Ecology in 1985 for the purpose of establishing the water right boundary for the Heleena Hills project. The first description for Heleena Hills Subdivision is in the Northwest Quarter of the Northwest Quarter of said Section 13 and Section 12. In establishing the west boundary of Heleena Hills, we had record number one distances of said Section 12 and Section 13. The original survey shows with a discrepancy.

To resolve the discrepancy we first established a straight line from Station Point to East Point of the section boundary line shown on the plan. We then used the relative accuracy and record length of the plan to and from the point to determine the distance to point A, which is the midpoint of a distance line between end distances of the most accurate and most accurate courses to hold to the nearest distance of 7.4822 feet on the west line of Frontier Hills. We then used the section boundary and accuracy to point A to set north boundary.

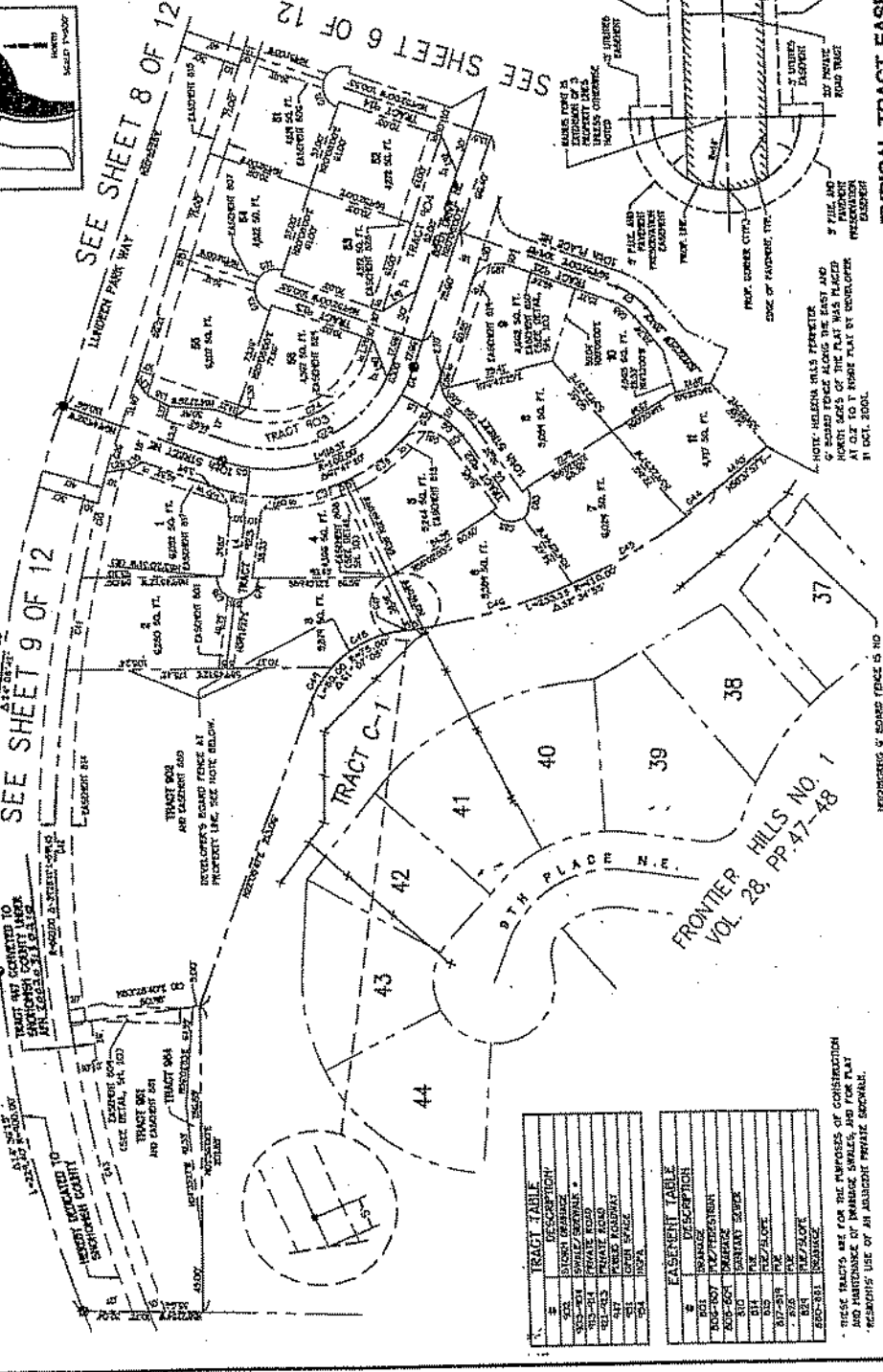
SECTION BREAKDOWN

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 BELLEVUE, WASHINGTON 98005
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HELEENA HILLS
A PLANNED RESIDENTIAL DEVELOPMENT
PORTION OF NW1/4, NW1/4, SEC. 13, T28N, R6E, W.M.



NO.	AREA S.F.
101	2,107.5
102	2,250.0
103	1,750.0
104	2,250.0
105	2,250.0
106	2,250.0
107	2,250.0
108	2,250.0
109	2,250.0
110	2,250.0
111	2,250.0
112	2,250.0
113	2,250.0
114	2,250.0
115	2,250.0
116	2,250.0
117	2,250.0
118	2,250.0
119	2,250.0
120	2,250.0



NO.	TRACT TABLE DESCRIPTION
1	TRACT C-1
2	TRACT C-2
3	TRACT C-3
4	TRACT C-4
5	TRACT C-5
6	TRACT C-6
7	TRACT C-7
8	TRACT C-8
9	TRACT C-9
10	TRACT C-10
11	TRACT C-11
12	TRACT C-12
13	TRACT C-13
14	TRACT C-14
15	TRACT C-15
16	TRACT C-16
17	TRACT C-17
18	TRACT C-18
19	TRACT C-19
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36	TRACT C-36
37	TRACT C-37
38	TRACT C-38
39	TRACT C-39
40	TRACT C-40
41	TRACT C-41
42	TRACT C-42
43	TRACT C-43
44	TRACT C-44

NO.	EASEMENT TABLE DESCRIPTION
1	TRACT C-1
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37	TRACT C-37
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42	TRACT C-42
43	TRACT C-43
44	TRACT C-44

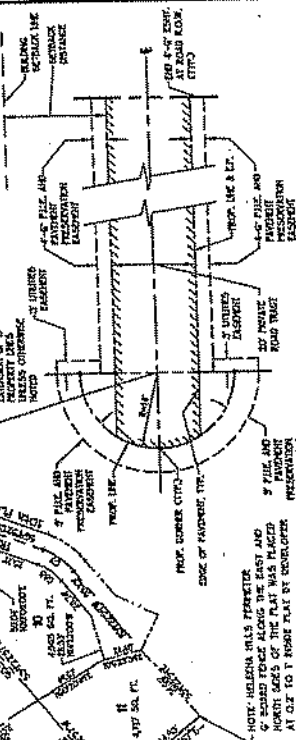
* THESE EASEMENTS ARE FOR THE PURPOSES OF CONSIDERATION AND PERFORMANCE OF THE SALES, AND FOR THE USE AND ENJOYMENT OF THE SALES. THE SALES ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE SALES AGREEMENTS AND TO THE TERMS AND CONDITIONS OF THE SALES AGREEMENTS.

MONUMENT SEE 2" BRASS DISC SET IN 4"X4" CONCRETE MONUMENT BEARING SURVEYOR'S REGISTRATION NUMBER 21364

RECORDING 5' BOARD FENCE IS NO CLOSER THAN 3' TO ALIEN BOUNDARY.

2002011 J2006

TYPICAL TRACT EASEMENT LAYOUT



INDEX IN NW1/4, NW1/4, SEC. 13, T28N, R6E, W.M.

SOUTHEAST PORTION

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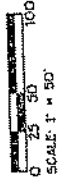
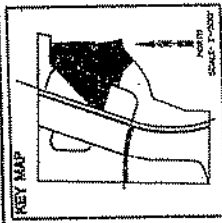


PPN 95-07194 6D
HELEENA HILLS
A PLANNED RESIDENTIAL DEVELOPMENT
BROOKHURST COUNTY, WASHINGTON

DATE FEB. 14, 2002
DRAWN BY SPT5
SCALE 5' = 1"

CHECKED 99153
DATE FEB. 14, 2002

HELEENA HILLS
A PLANNED RESIDENTIAL DEVELOPMENT
PORTION OF NW1/4, NW1/4, SEC. 13, T28N, R5E, W4M.

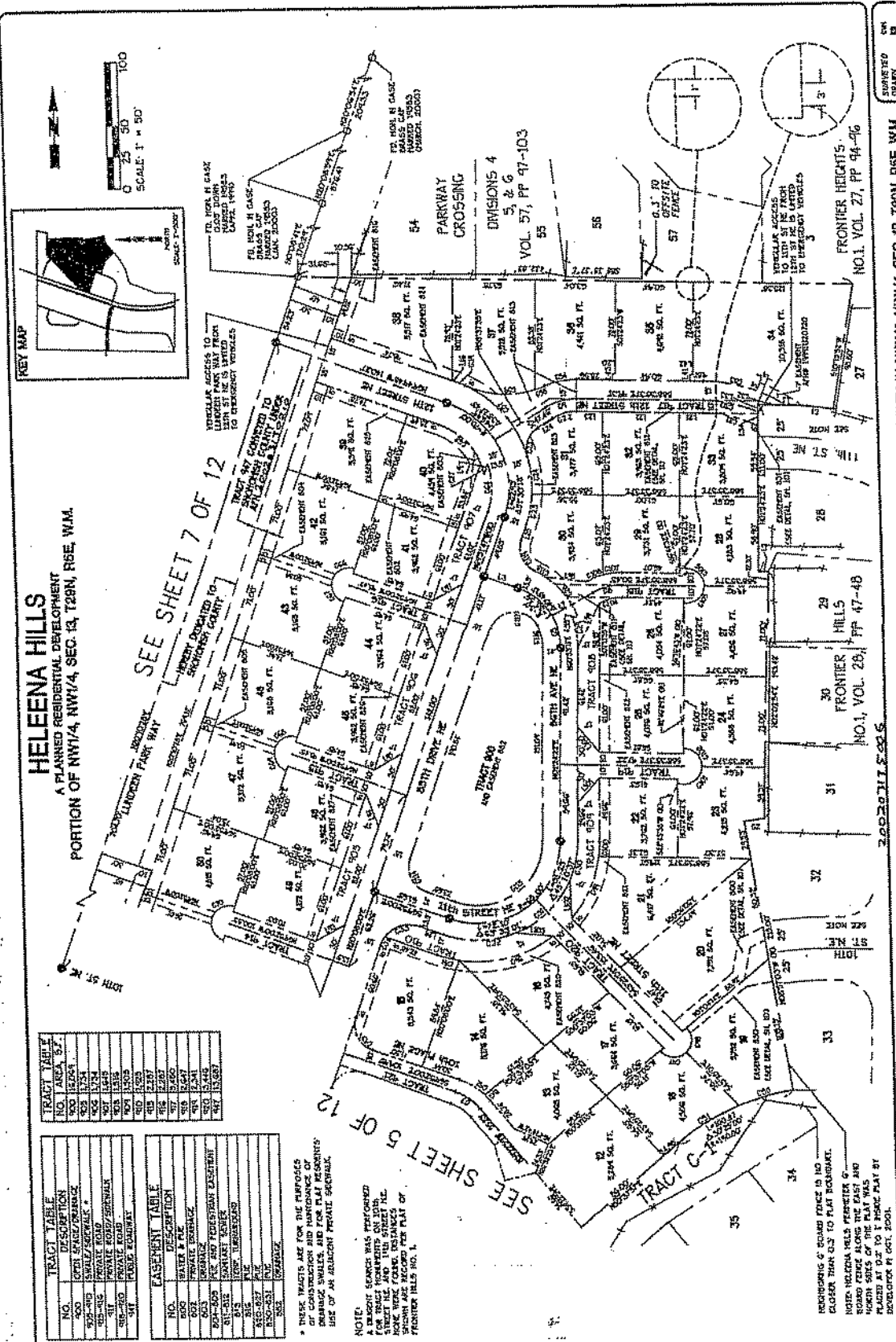


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EASEMENT TABLE	
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198	PRIVATE EASEMENT
199	PRIVATE EASEMENT
200	PRIVATE EASEMENT

NOTE: THESE EASEMENTS ARE FOR THE PURPOSES OF CONVEYING THE RIGHTS AND INTERESTS OF THE DONOR TO THE GRANTEE AND FOR THE PURPOSES OF RECORDING THE SAME IN THE PUBLIC RECORDS OF THE STATE OF WASHINGTON. THESE EASEMENTS DO NOT CONVEY ANY OTHER RIGHTS OR INTERESTS IN THE PROPERTY.

NOTE: A SURVEY WAS PERFORMED BY THE DEVELOPER TO DETERMINE THE LOCATION AND WIDTH OF THE STREETS AND ALLEYS SHOWN ON THIS PLAN. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACTS OF THE STATE OF WASHINGTON AND THE FEDERAL GOVERNMENT. THE SURVEY WAS COMPLETED ON OCTOBER 1, 2001.



INDEX IN NW1/4, NW1/4, SEC. 13, T28N, R5E, W4M

PPN 86-0764 SD

HELEENA HILLS
A PLANNED RESIDENTIAL DEVELOPMENT
SPOKANE COUNTY, WASHINGTON

DATE: FEB. 14, 2002

DRAWING NAME: **SPT6**

6 OF 12

Andrews Group, Ltd.

914 14TH AVE. NE, SUITE 100
BELLEVUE, WASHINGTON 98005
(206) 378-9407

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Professional Engineer

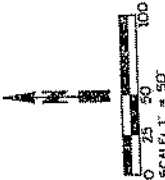
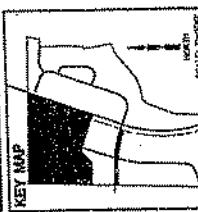
STATE OF WASHINGTON

NO. 10000

DATE: FEB. 14, 2002

Northwest Portland Cement Association

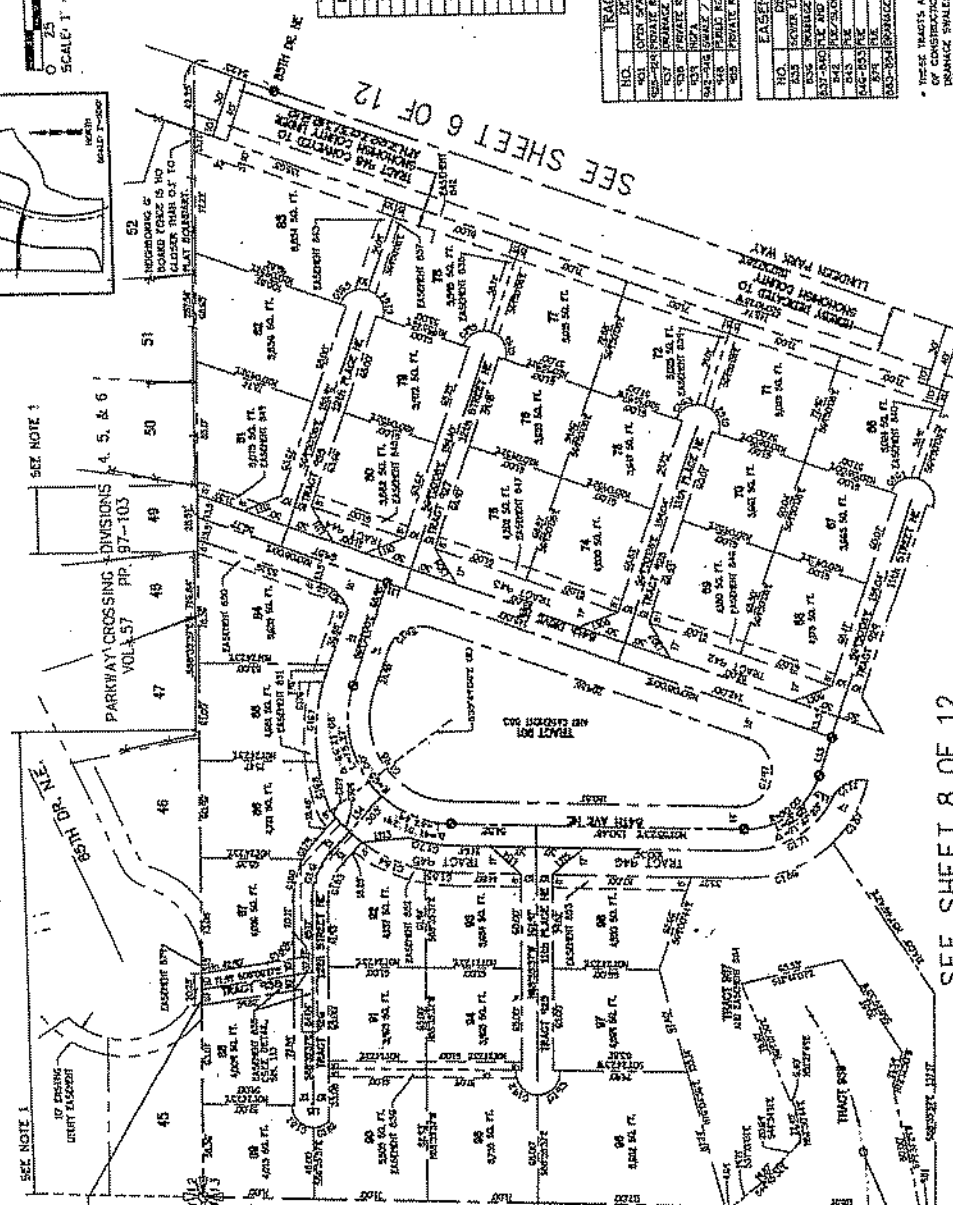
1000 NE 10TH AVE., SUITE 100
PORTLAND, OREGON 97232
(503) 253-1234



HELEENA HILLS
 A PLANNED RESIDENTIAL DEVELOPMENT
 PORTION OF NW1/4, NW1/4, SEC. 13, T29N, R5E, W1M.

NOTE 1: FENCES CALLED IN THE EXISTING OFF-SITE FENCE
 PLAN TO BE RELOCATED TO LOT 51, AND UNBUILT
 FENCES CALLED IN THE EXISTING OFF-SITE FENCE
 PLAN TO BE RELOCATED TO LOT 51, AND UNBUILT
 FENCES CALLED IN THE EXISTING OFF-SITE FENCE
 PLAN TO BE RELOCATED TO LOT 51, AND UNBUILT
 FENCES CALLED IN THE EXISTING OFF-SITE FENCE
 PLAN TO BE RELOCATED TO LOT 51, AND UNBUILT

VEHICULAR ACCESS TO
 TRACT 57 IS LIMITED
 TO DESIGNATED VEHICLES
 UNPLATTED
 112905-4-011



TRACT AREA	NO.	AREA	AC.
1	45	1.23	1.23
2	46	1.23	1.23
3	47	1.23	1.23
4	48	1.23	1.23
5	49	1.23	1.23
6	50	1.23	1.23
7	51	1.23	1.23
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TRACT TABLE	NO.	DESCRIPTION
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56	100	TRACT 100

EASEMENT TABLE	NO.	DESCRIPTION
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38	38	EASEMENT 38
39	39	EASEMENT 39
40	40	EASEMENT 40
41	41	EASEMENT 41
42	42	EASEMENT 42
43	43	EASEMENT 43
44	44	EASEMENT 44
45	45	EASEMENT 45
46	46	EASEMENT 46
47	47	EASEMENT 47
48	48	EASEMENT 48
49	49	EASEMENT 49
50	50	EASEMENT 50
51	51	EASEMENT 51
52	52	EASEMENT 52
53	53	EASEMENT 53
54	54	EASEMENT 54
55	55	EASEMENT 55
56	56	EASEMENT 56
57	57	EASEMENT 57
58	58	EASEMENT 58
59	59	EASEMENT 59
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64	64	EASEMENT 64
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66	66	EASEMENT 66
67	67	EASEMENT 67
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89	89	EASEMENT 89
90	90	EASEMENT 90
91	91	EASEMENT 91
92	92	EASEMENT 92
93	93	EASEMENT 93
94	94	EASEMENT 94
95	95	EASEMENT 95
96	96	EASEMENT 96
97	97	EASEMENT 97
98	98	EASEMENT 98
99	99	EASEMENT 99
100	100	EASEMENT 100

THESE TRACTS ARE FOR THE PURPOSES OF CONSTRUCTION AND MAINTENANCE OF DRAINAGE SWALES, AND FOR PLAT RESERVATION USE OF AN ADJACENT PRIVATE SUBDIVISION.

SEE SHEET 8 OF 12

MEMORANDUM SET 2 BRASS DISC SET IN 4"x4" CONCRETE MOUNTING, BEARING SURVEYOR'S REGISTRATION NUMBER 21384

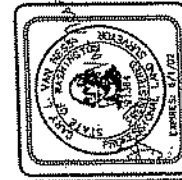
20020731206

INDEX IN NW1/4, NW1/4, SEC. 13, T29N, R5E, W1M

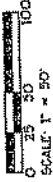
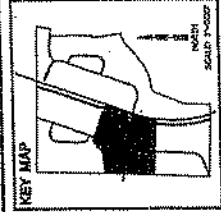
NORTHWEST PORTION

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 Bellevue, Washington 98005
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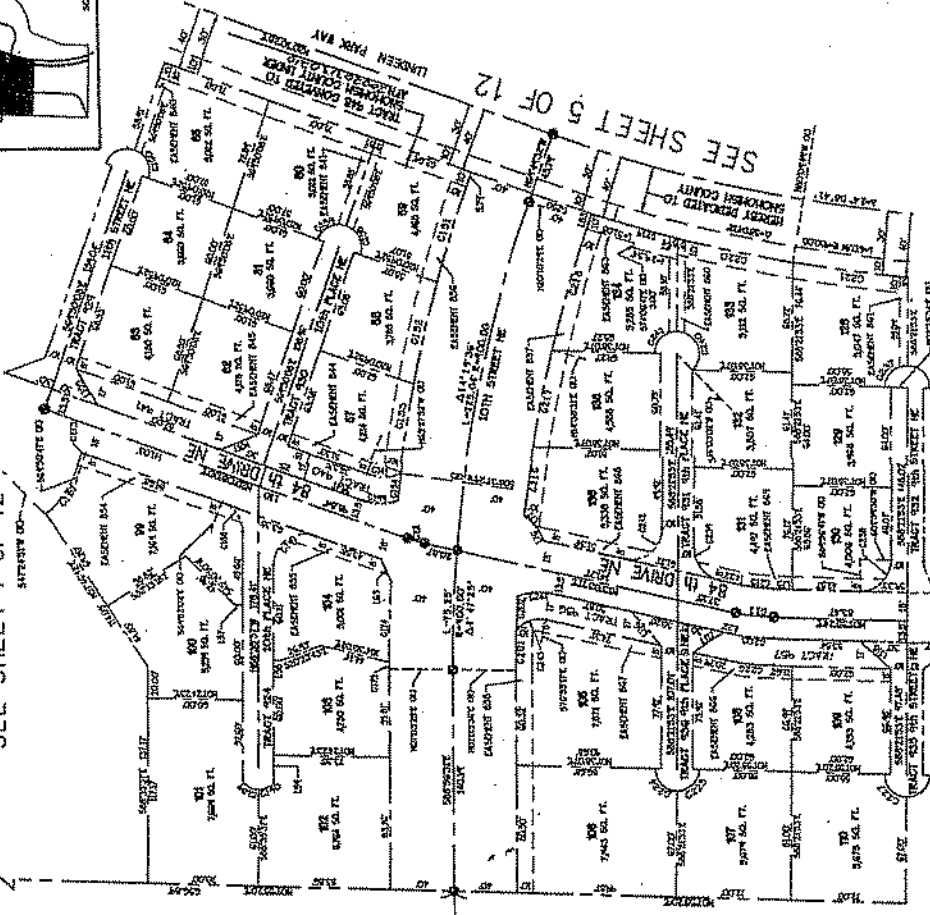
PRN 85-807194 SD
HELEENA HILLS
 A PLANNED RESIDENTIAL DEVELOPMENT
 SPOKANE COUNTY, WASHINGTON



99153
 FEB. 14, 2002
SPT17
 7 of 12



HELEENA HILLS
 A PLANNED RESIDENTIAL DEVELOPMENT
 PORTION OF NW1/4, NW1/4, SEC. 13, T29N, R5E, WM.
 SEE SHEET 7 OF 12



UNPLATTED
 142905-1-002

TRACT AREAS	
NO.	AREA SQ. FT.
681	3,000
682	3,000
683	3,000
684	3,000
685	3,000
686	3,000
687	3,000
688	3,000
689	3,000
690	3,000
691	3,000
692	3,000
693	3,000
694	3,000
695	3,000
696	3,000
697	3,000
698	3,000
699	3,000
700	3,000

TRACT TABLE	
NO.	DESCRIPTION
681	PRIVATE ROAD
682-684	PRIVATE ROAD
685-687	PRIVATE ROAD
688-690	PRIVATE ROAD
691-693	PRIVATE ROAD
694-696	PRIVATE ROAD
697-699	PRIVATE ROAD
700	PRIVATE ROAD

EASEMENT TABLE	
NO.	DESCRIPTION
101	10' EASEMENT
102	10' EASEMENT
103	10' EASEMENT
104	10' EASEMENT
105	10' EASEMENT
106	10' EASEMENT
107	10' EASEMENT
108	10' EASEMENT
109	10' EASEMENT
110	10' EASEMENT

* THESE TRACTS ARE FOR THE PURPOSES OF CONSIDERING THE TRACTS TO BE SEPARATE UNITS AND FOR THAT REASON, USE OF AN ADJACENT PRIVATE TRACTS.

MONUMENT SET IN BRASS DISC SET IN 4"x4" CONCRETE MONUMENT, BEARING SURVEYOR'S REGISTRATION NUMBER 21384

SEE SHEET 9 OF 12

20020713 12006

SEE SHEET 5 OF 12

WEST CENTRAL PORTION

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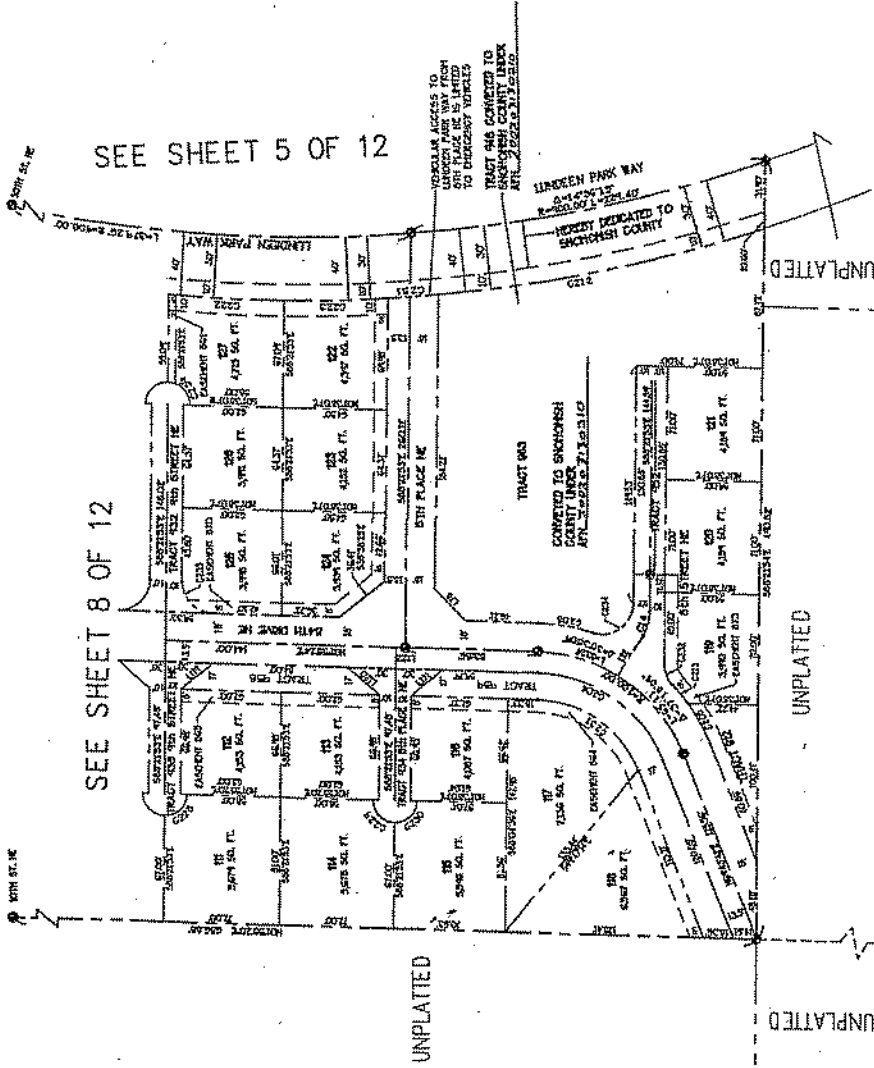
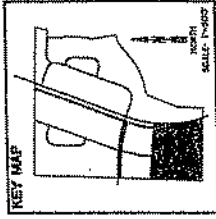
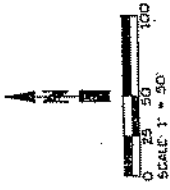


PN 85-0784 SD
HELEENA HILLS
 A PLANNED RESIDENTIAL DEVELOPMENT
 SPOKANE COUNTY, WASHINGTON

INDEX IN NW1/4, NW1/4, SEC. 13, T29N, R5E, WM

99153
 FEB. 14, 2002
SPT8
 5 of 12

HELEENA HILLS
 A PLANNED RESIDENTIAL DEVELOPMENT
 PORTION OF NW1/4, NW1/4, SEC. 13, T29N, R5E, WM.



TRACT AREAS	
NO.	AREA, SQ. FT.
91	2,051
92	2,231
93	1,145
94	1,145
95	1,145
96	1,145
97	1,145
98	1,145
99	1,145
100	1,145

TRACT TABLE	
NO.	DESCRIPTION
91	FRONT YARD
92	FRONT YARD
93	FRONT YARD
94	FRONT YARD
95	FRONT YARD
96	FRONT YARD
97	FRONT YARD
98	FRONT YARD
99	FRONT YARD
100	FRONT YARD

EASEMENT TABLE	
NO.	DESCRIPTION
1	FRONT YARD
2	FRONT YARD
3	FRONT YARD
4	FRONT YARD
5	FRONT YARD
6	FRONT YARD
7	FRONT YARD
8	FRONT YARD
9	FRONT YARD
10	FRONT YARD

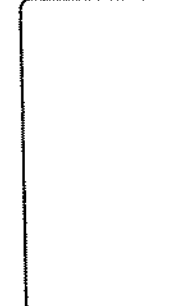
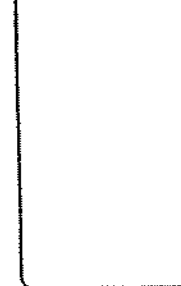
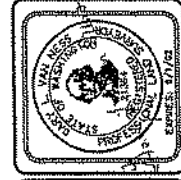
ADDRESS TRACT 946 IS CARRIED TO LOTS BY 450 TO FOR DRIVEWAY ACCESS.

200202190210

INDEX IN NW1/4, NW1/4, SEC. 13, T29N, R5E, WM.

PERMITS
 CHECKED
 99153
 DATE
 FEB. 14, 2002
 DRAWING MADE
SPT9
 9 00 12

PN 95-40784 SD
HELEENA HILLS
 A PLANNED RESIDENTIAL DEVELOPMENT
 BROWNSHAW COUNTY, WASHINGTON



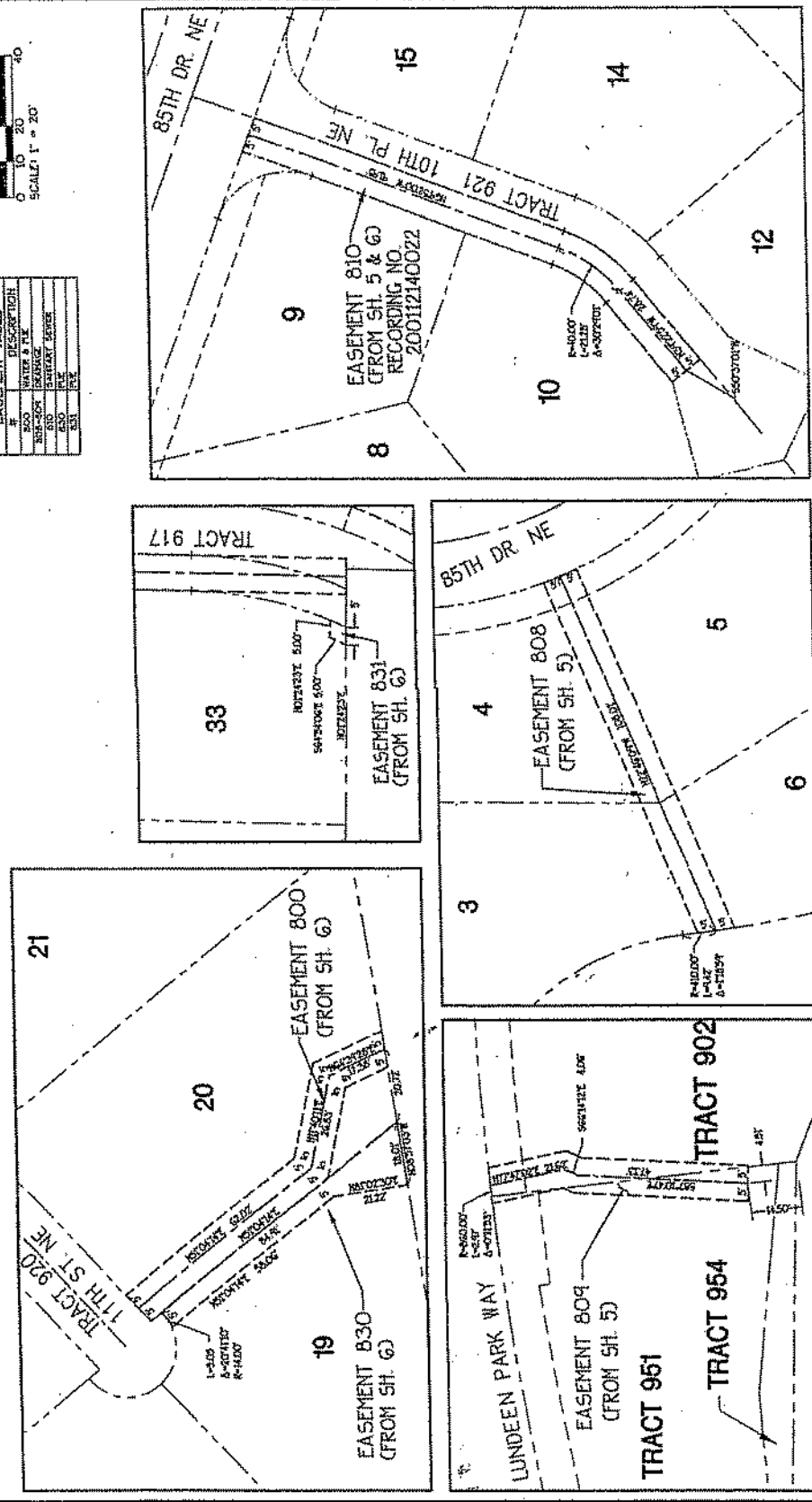
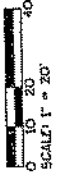
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MONUMENT SET: 2" BRASS DISC, SET IN 4x4" CONCRETE
 MONUMENT, BEARING SURVEYOR'S REGISTRATION NUMBER 21354

SOUTHWEST PORTION

HELEENA HILLS
 A PLANNED RESIDENTIAL DEVELOPMENT
 PORTION OF NW1/4, NW1/4, SEC. 13, T28N, R5E, W4M

EASEMENT TABLE	
#	DESCRIPTION
800	WATER & ILE
801-803	SEWERAGE
804	SEWER
805	SEWER
806	SEWER
807	SEWER
808	SEWER
809	SEWER
810	SEWER

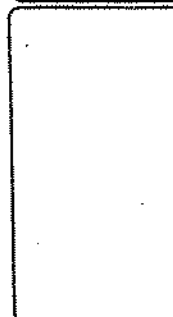
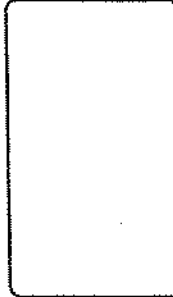
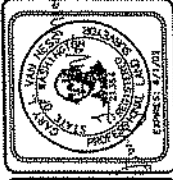


Z 2002 3/13/05

INDEX IN NW1/4, NW1/4, SEC. 13, T28N, R5E, W4M

REGISTERED ON	99153
BOOK	
PAGE	
DATE	FEB. 14, 2002
RECORDING NO.	SPT10
10 OF 12	

PER 98-07184 SD
HELEENA HILLS
 A PLANNED RESIDENTIAL DEVELOPMENT
 SPOKANE COUNTY, WASHINGTON



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EASEMENT DETAILS

HELEENA HILLS
 A PLANNED RESIDENTIAL DEVELOPMENT
 PORTION OF NW1/4, NW1/4, SEC. 13, T29N, R9E, W.M.

LINE	LENGTH	BEARING
L1	20.87	N05°52'27"E
L2	20.87	N07°52'27"E
L3	20.87	N09°52'27"E
L4	20.87	N11°52'27"E
L5	20.87	N13°52'27"E
L6	20.87	N15°52'27"E
L7	20.87	N17°52'27"E
L8	20.87	N19°52'27"E
L9	20.87	N21°52'27"E
L10	20.87	N23°52'27"E
L11	20.87	N25°52'27"E
L12	20.87	N27°52'27"E
L13	20.87	N29°52'27"E
L14	20.87	N31°52'27"E
L15	20.87	N33°52'27"E
L16	20.87	N35°52'27"E
L17	20.87	N37°52'27"E
L18	20.87	N39°52'27"E
L19	20.87	N41°52'27"E
L20	20.87	N43°52'27"E
L21	20.87	N45°52'27"E
L22	20.87	N47°52'27"E
L23	20.87	N49°52'27"E
L24	20.87	N51°52'27"E
L25	20.87	N53°52'27"E
L26	20.87	N55°52'27"E
L27	20.87	N57°52'27"E
L28	20.87	N59°52'27"E
L29	20.87	N61°52'27"E
L30	20.87	N63°52'27"E
L31	20.87	N65°52'27"E
L32	20.87	N67°52'27"E
L33	20.87	N69°52'27"E
L34	20.87	N71°52'27"E
L35	20.87	N73°52'27"E
L36	20.87	N75°52'27"E
L37	20.87	N77°52'27"E
L38	20.87	N79°52'27"E
L39	20.87	N81°52'27"E
L40	20.87	N83°52'27"E
L41	20.87	N85°52'27"E
L42	20.87	N87°52'27"E
L43	20.87	N89°52'27"E
L44	20.87	N91°52'27"E
L45	20.87	N93°52'27"E
L46	20.87	N95°52'27"E
L47	20.87	N97°52'27"E
L48	20.87	N99°52'27"E
L49	20.87	N101°52'27"E
L50	20.87	N103°52'27"E
L51	20.87	N105°52'27"E
L52	20.87	N107°52'27"E
L53	20.87	N109°52'27"E
L54	20.87	N111°52'27"E
L55	20.87	N113°52'27"E
L56	20.87	N115°52'27"E
L57	20.87	N117°52'27"E
L58	20.87	N119°52'27"E
L59	20.87	N121°52'27"E
L60	20.87	N123°52'27"E
L61	20.87	N125°52'27"E
L62	20.87	N127°52'27"E
L63	20.87	N129°52'27"E
L64	20.87	N131°52'27"E
L65	20.87	N133°52'27"E
L66	20.87	N135°52'27"E
L67	20.87	N137°52'27"E
L68	20.87	N139°52'27"E
L69	20.87	N141°52'27"E
L70	20.87	N143°52'27"E
L71	20.87	N145°52'27"E
L72	20.87	N147°52'27"E
L73	20.87	N149°52'27"E
L74	20.87	N151°52'27"E
L75	20.87	N153°52'27"E
L76	20.87	N155°52'27"E
L77	20.87	N157°52'27"E
L78	20.87	N159°52'27"E
L79	20.87	N161°52'27"E
L80	20.87	N163°52'27"E
L81	20.87	N165°52'27"E
L82	20.87	N167°52'27"E
L83	20.87	N169°52'27"E
L84	20.87	N171°52'27"E
L85	20.87	N173°52'27"E
L86	20.87	N175°52'27"E
L87	20.87	N177°52'27"E
L88	20.87	N179°52'27"E
L89	20.87	N181°52'27"E
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L91	20.87	N185°52'27"E
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L94	20.87	N191°52'27"E
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L97	20.87	N197°52'27"E
L98	20.87	N199°52'27"E
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L100	20.87	N203°52'27"E
L101	20.87	N205°52'27"E
L102	20.87	N207°52'27"E
L103	20.87	N209°52'27"E
L104	20.87	N211°52'27"E
L105	20.87	N213°52'27"E
L106	20.87	N215°52'27"E
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L109	20.87	N221°52'27"E
L110	20.87	N223°52'27"E
L111	20.87	N225°52'27"E
L112	20.87	N227°52'27"E
L113	20.87	N229°52'27"E
L114	20.87	N231°52'27"E
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L135	20.87	N273°52'27"E
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L159	20.87	N321°52'27"E
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L162	20.87	N327°52'27"E
L163	20.87	N329°52'27"E
L164	20.87	N331°52'27"E
L165	20.87	N333°52'27"E
L166	20.87	N335°52'27"E
L167	20.87	N337°52'27"E
L168	20.87	N339°52'27"E
L169	20.87	N341°52'27"E
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L200	20.87	N403°52'27"E
L201	20.87	N405°52'27"E
L202	20.87	N407°52'27"E
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L210	20.87	N423°52'27"E
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L253	20.87	N509°52'27"E
L254	20.87	N511°52'27"E
L255	20.87	N513°52'27"E
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L257	20.87	N517°52'27"E
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20020524081b



20020524081b 200205240818

05/24/2002 03:31 PM Snohomish
P.0004 RECORDED County

AFTER RECORDING RETURN TO:
TBH Homes
Attention: Richard Milford
11410 NE 124th St., PMB 155
Kirkland, WA 98034-4399

Document Title:

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS &
RESTRICTIONS (Declaration recording No. 200203130217)

Grantor:

Jon C. Peterson

Grantee:

HELEENA HILLS
Snohomish County

Legal Description:

Lots 1 through 136 of the Plat of Heleena Hills according to the Plat thereof
recorded under Snohomish County Auditor's File Number 200203135006

Assessor's Property Tax Parcel/Account Numbers:

009340-000-001-00	009340-000-024-00	009340-000-047-00	009340-000-070-00	009340-000-093-00	009340-000-116-00
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009340-000-006-00	009340-000-029-00	009340-000-052-00	009340-000-075-00	009340-000-098-00	009340-000-121-00
009340-000-007-00	009340-000-030-00	009340-000-053-00	009340-000-076-00	009340-000-099-00	009340-000-122-00
009340-000-008-00	009340-000-031-00	009340-000-054-00	009340-000-077-00	009340-000-100-00	009340-000-123-00
009340-000-009-00	009340-000-032-00	009340-000-055-00	009340-000-078-00	009340-000-101-00	009340-000-124-00
009340-000-010-00	009340-000-033-00	009340-000-056-00	009340-000-079-00	009340-000-102-00	009340-000-125-00
009340-000-011-00	009340-000-034-00	009340-000-057-00	009340-000-080-00	009340-000-103-00	009340-000-126-00
009340-000-012-00	009340-000-035-00	009340-000-058-00	009340-000-081-00	009340-000-104-00	009340-000-127-00
009340-000-013-00	009340-000-036-00	009340-000-059-00	009340-000-082-00	009340-000-105-00	009340-000-128-00
009340-000-014-00	009340-000-037-00	009340-000-060-00	009340-000-083-00	009340-000-106-00	009340-000-129-00
009340-000-015-00	009340-000-038-00	009340-000-061-00	009340-000-084-00	009340-000-107-00	009340-000-130-00
009340-000-016-00	009340-000-039-00	009340-000-062-00	009340-000-085-00	009340-000-108-00	009340-000-131-00
009340-000-017-00	009340-000-040-00	009340-000-063-00	009340-000-086-00	009340-000-109-00	009340-000-132-00
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009340-000-023-00	009340-000-046-00	009340-000-069-00	009340-000-092-00	009340-000-115-00	

AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS & RESTRICTIONS

WHEREAS, Jon Peterson, Declarant, is the owner of one hundred percent (100%) of the 136 lots in the Plat of Heleena Hills;

WHEREAS, Article XVII, Section 3 of the original Declaration of Covenants, Condition, & Restrictions (recorded under Snohomish County recording number 200203130217) provides that the Heleena Hills Homeowners Association is authorized to execute and record an amendment to the declaration that has the approval of Lot Owners having seventy-five percent (75%) of the total votes,

NOW THEREFORE, Heleena Hills Homeowners Association hereby amends the original declaration as follows:

1. ARTICLE II, Section 1 shall be replaced with the following:

Section 1 Development Period. The Development Period shall mean that period of time from the date of the recording of these Declarations until the date when 100% of the lots with completed residences have been sold. Notwithstanding the foregoing, the Developer at its option may elect to terminate the Development Period at any time after April 30, 2003. Upon termination of the Development Period, the Developer shall record with the Snohomish County Recording Officer a Declaration of Termination of Development Period referencing the Declaration and stating that the Development Period is terminated. The Development Period shall terminate with the recording of said document.

2. The first three sentences of ARTICLE VIII, Section 1 shall be replaced with the following:

Section 1 Creation of the Lien and Personal Obligation of Assessments. Each Lot Owner, other than the Developer, by acceptance of a deed or other conveyance, 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 all common expenses assessed against his or her Lot by the Association, including, but not by way of limitation, (1) the initial assessment, (2) monthly, quarterly or annual assessments or charges, and (3) special assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided. Upon the closing of the sale of each Lot with a completed residence to a buyer other than a speculative builder (who purchases lots to build on and sells completed houses), the initial assessment of fifty dollars (\$50.00) shall be paid by the original Lot purchaser for the period until the Development Period ends. This initial assessment shall be collected although the closing of the lot may occur after the end of the Development Period. The initial, annual and special assessments, together with such interest

thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made.

3. **Delete** the following sentence at the beginning of ARTICLE VIII, Section 3:

Section 3 Amount of the Monthly Assessments. The amount of the monthly assessments shall be as follows: \$15.00.

4. ARTICLE VIII, Section 3 shall be re-headed as follows:

Section 3 Assessments Set by Board.

5. ARTICLE VIII, Section 3, Subsection (a) shall be replaced with the following:

(a) Following the end of the Development Period, monthly dues for lots with completed residences shall be \$5.00 per lot, or other amount approved by the board according to Subsection (b) of this ARTICLE VIII, Section 3 below.

6. ARTICLE VIII, Section 3, Subsection (b) shall be replaced with the following:

(b) Within thirty (30) days prior to the beginning of each fiscal year of the Association, the Board shall estimate the net charges to be paid by the Association during the coming year for the purposes specified in Section 2 of this Article VIII (including a reasonable provision for contingencies and replacements and less any expected income, initial assessments yet to be collected, and any surplus from the prior year's fund), and divide the estimated net charges by the number of non-exempt Lots. The Association's fiscal year commences January 1. If the assessed amount proves inadequate for any reason, including nonpayment of any Lot Owner's assessment, a further assessment may be levied, which shall be assessed in like manner. Notwithstanding the above, any Lot owned by the developer or a speculative builder and not occupied shall be exempt from all types of assessments until January 1, 2004. Each Lot Owner shall be obligated to pay assessments made pursuant to this paragraph to the Association within 30 days of the notice of such assessment by the association.

7. Add the following sentence to the end of ARTICLE IX, Section 4:

Notwithstanding the foregoing, during the sales period there shall be no limit on the size of signs used by speculative builders advertising the homes for sale or rent.

8. ARTICLE IX, Section 8 shall be changed to read as follows:

Section 8 Temporary Structures. Except for the job trailers of speculative builders during the construction and sales period, there shall be no outbuilding,



200209300240

09/30/2002 10:15 AM Snohomish County
P.0005 RECORDED

AFTER RECORDING RETURN TO.

Himalaya Homes, Inc
1059 D State Ave
Marysville WA 98270

200209300240

Document Title:

2nd AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS (Declaration recording No.200203130217)

Grantor:

Jon C Peterson

CHICAGO 5920208

Grantee:

Snohomish County

Legal Description:

Lots 1 through 136 of the Plat of Heleena Hills according to the Plat thereof recorded under Snohomish County Auditor's File Number 200203135006

Assessor's Property Tax Parcel/Account Numbers:

009340-000-001-00 009340-000-024-00 009340-000-047-00 009340-000-070-00 009340-000-093-00 009340-000-116-00
009340-000-002-00 009340-000-025-00 009340-000-048-00 009340-000-071-00 009340-000-094-00 009340-000-117-00
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009340-000-010-00 009340-000-033-00 009340-000-056-00 009340-000-079-00 009340-000-102-00 009340-000-125-00
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009340-000-021-00 009340-000-044-00 009340-000-067-00 009340-000-090-00 009340-000-113-00 009340-000-136-00
009340-000-022-00 009340-000-045-00 009340-000-068-00 009340-000-091-00 009340-000-114-00
009340-000-023-00 009340-000-046-00 009340-000-069-00 009340-000-092-00 009340-000-115-00

This amendment to the declaration of Covenants, Conditions, and Restrictions of the above named Plat is made as of 10th day of September, 2002.

NOW, THEREFORE, to accomplish the foregoing purposes, the Owners hereby publish and declare this Amendment to the Declaration as follows:

ARTICLE IV .BYLAWS OF THE ASSOCIATION. The following language is hereby added to Section 2. Initial Board of Directors.

The affairs of the Association shall be governed by a Board of Directors (the "Board") which shall be composed of one or more members. The developer hereby appoints Professional Builders (Pat Gogal), DB Johnson Construction, Inc. (David B. Johnson), and Himalaya Homes, Inc. (Zakir H. Parpia) as the Initial Board of Directors. When 100% of the lots owned by any member of the Initial Board of Directors are conveyed to future lot owners the term of that board member shall end and the remaining member(s) shall be the only member(s) of the board. A majority of the existing members shall constitute a Quorum for the Initial Board. In the event any member(s) of the Initial Board of Directors resigns, the remaining member(s) shall be the only member(s) of the board. All decisions of the Initial Board of Directors shall be conducted by majority vote of the members of the Initial board. The Initial Board may at their discretion turn over the Homeowners Association to future homeowners after 80% of the homes have been transferred to future homeowners by the Initial Board. When one hundred percent (100%) of the lots are conveyed to Future Owners by the Initial Board of Directors and without further action by any Person(s); the term of the initial Board member(s) shall end. All members of the Initial Board of Directors, Professional Builders (Pat Gogal), DB Johnson Construction, Inc (David B. Johnson), and Himalaya Homes, Inc (Zakir H. Parpia) and the Developer (Jon Peterson) shall be indemnified against all expenses and liabilities, including attorney's fees reasonably incurred or imposed in connection with any proceeding, dispute or settlement in connection with the Covenants, Conditions, and Restrictions.

ARTICLE VII, ASSESSMENTS SET BY BOARD. The following language is hereby Deleted:

- (a) Following the end of the Development period, monthly dues for lots with completed residences shall be \$5.00 per lot, or other amount approved by the board according to Subsection (b) of Article VII, Section 3 below

ARTICLE VII, ASSESSMENTS SET BY BOARD. Section 3, Subsection (a) shall be replaced with the following:

ASSESSMENTS SET BY BOARD Commencing January 1st 2003 the Homeowners dues shall be \$100.00 per year and collected by escrow at closing of the sale of any lot to a future Owner and is forwarded to the Homeowners Association. Homeowner dues in the amount determined by the Board and approved by the members are payable every

January 15th in advance for the forthcoming year. HELEENA HILLS ASSOCIATION shall be responsible for maintaining the landscaping theme set forth by Initial Board. Maintenance will include, but not necessarily be limited to the Common Property.

ARTICLE XVII, RESERVATION OF RIGHT TO AMEND TO COMPLY WITH FNMA/FHLMC/VA/FHA/ REQUIREMENTS. The following language is hereby added:

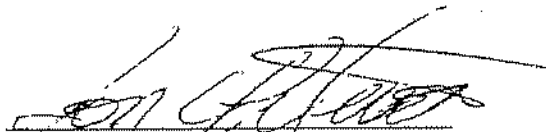
AMENDMENTS: No amendments of any kind shall be permitted without the approval of the then current members of Initial Board of Directors, until 100% of the lots are conveyed to future owners.

EFFECTIVE DATE: This amendment shall take effect upon recording.

OTHER PROVISIONS: Except as modified specifically herein, all other provisions of the Declaration shall remain in effect.

IN WITNESS WHEREOF, the undersigned have executed this 2nd amendment to the Declaration as of the date first above given.

Declarant:

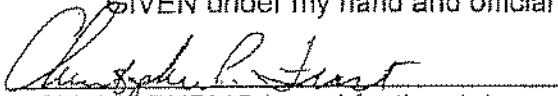

By: Jon C. Peterson

STATE OF WASHINGTON)

 KING :SS
COUNTY OF SNOHOMISH)

On this 16th day of SEPTEMBER 2002, Jon C. Peterson personally appeared before me that executed the foregoing instrument, and acknowledged that he is, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

GIVEN under my hand and official seal this 16th day of SEPTEMBER, 2002


NOTARY PUBLIC in and for the state
Of Washington, residing Redmond
My Appointment expires 1-15-2006



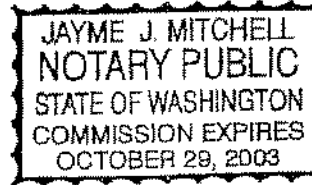
Professional Builders

Page 3 of 5

200209300240

WITNESS my hand and official seal hereto affixed the day and year first above written,

Jayme J. Mitchell
NOTARY PUBLIC in and for the state
Of Washington, residing Everett
My Appointment expires 10/29/02



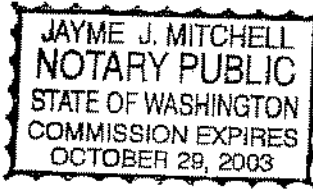
Himalaya Homes, Inc.
Zakir H. Parpia
Its President, Zakir H. Parpia

STATE OF WASHINGTON)
 :SS
COUNTY OF SNOHOMISH)

On this 10th day of September 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Zakir H Parpia, to me know to be the President of Himalaya Homes, Inc., the corporation that executed the foregoing instrument, and acknowledged the said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written,

Jayme J. Mitchell
NOTARY PUBLIC in and for the state
Of Washington, residing Everett
My Appointment expires 10/29/02



200209300240