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SNOHOMISH COUNTY, WASHINGTON

RETURN ADDRESS:

SIENNA I, LLC
3601 Colby Avenue
Everett, WA 98201

DOCUMENT TITLE(S) OR TRANSACTIONS CONTAINED THEREIN:

Declaration of Covenants, Conditions and Restrictions for Sienna

REFERENCE NUMBER(S) OF DOCUMENT ASSIGNED OR RELEASED:

N/A

GRANTOR(S):

Sienna I, LLC, a Washington limited liability company

GRANTEE(S):

Plat of Sienna/ Public

LEGAL DESCRIPTION:

Lot 310, Sunnyside 5 Acre Tracts, according to the plat thereof, recorded in Volume 7 of Plats, page 19, records of Snohomish County, Washington

See Exhibit "A" attached hereto and incorporated herein by this reference

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER(S):

00590700031000

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SIENNA**

THIS DECLARATION is made this 28th day of August, 2006, by Sienna I, LLC ("Declarant"), who is the owner of certain land situated in the State of Washington, County of Snohomish, known as Sienna, which is more particularly described in Exhibit "A". Declarant agrees and covenants that all land and improvements now existing or hereafter constructed thereon will be held, sold, conveyed subject to, and burdened by the following covenants, conditions, restrictions, reservations, limitations, liens and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such lands for the benefit of all of such lands and the owners thereof and their heirs, successors, grantees and assigns. All provisions of this Declaration shall be binding upon all parties having or acquiring any right, title or interest in such lands of any portion thereof and shall inure to the benefit of each owner thereof and to the benefit of the Sienna Homeowners' Association and shall otherwise in all respects be regarded as covenants running with the land.

ARTICLE I

Definitions

For purposes of the Declaration, the Articles of Incorporation and the Bylaws of the Sienna Homeowners' Association, certain words and phrases shall have particular meanings as follows:

Section 1. Association. "Association" shall mean and refer to the Sienna Homeowners' Association, its successors and assigns.

Section 2. Board. "Board" shall mean and refer to the Board of Directors of the Association, as provided for in Article VII. For purposes of exercising the powers and duties assigned in this Declaration to the Board, these terms shall also mean the

"Temporary Board" or "Declarant" as provided in Article III unless the language or context clearly indicates otherwise

Section 3. Common Maintenance Areas. "Common Maintenance Areas" shall mean those portions of all real property (including the improvements thereto) maintained by the Association for the benefit of the members of the Association. The areas to be maintained by the Association at the time of recording this Declaration are described as follows:

- (1) The drainage facilities located on Tract 999, Plat of Amber Glen, Snohomish County Planning and Development Services Project File No. 05-120158-SD, according to the final plat thereof, as recorded with the Snohomish County Auditor, records of Snohomish County, Washington;

Section 4. Declarant. "Declarant" shall mean and refer to Sienna I, LLC, its successors and assigns.

Section 5. Development Period. "Development Period" shall mean and refer to that period of time defined in Article III of this Declaration.

Section 6. Lot. "Lot" shall mean and refer to any legal building lot existing now or in the future within the boundaries of the Property.

Section 7. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee interest in any Lot, including the Declarant, but excluding mortgagees or other persons or entities only holding a security interest. Purchasers or assignees under recorded real estate contracts shall be deemed Owners as against their respective sellers or assignors.

Section 8. Speculative Builder. "Speculative Builder" shall mean and refer to an entity or person that buys a Lot for the purpose of constructing a home and selling the Lot with the home to another Owner.

Section 9. Property. "Property" shall mean and refer to the real property described with particularity in Exhibit "A".

ARTICLE II

Maintenance, Building, and Land Use Restrictions

Section 1. Residential Use. Except as otherwise provided herein, all Lots within the Property shall be used solely for private single-family residential purposes. Attached or detached "Accessory Apartments" and "Temporary Dwellings" as defined in the Snohomish County Zoning Code are prohibited on any Lot

Section 2. Business and Commercial Use. No trade, craft, business, profession, commercial use or similar activity of any kind shall be conducted on any Lot, unless (i) it is a "Permitted Use" under the applicable zoning code, (ii) it is conducted within a fully enclosed building, and (iii) it does not create a level of noise, vibration, smoke, dust, odors, heat, light, or glare beyond that which is acceptable in a residential area. Furthermore, no goods, equipment, materials, or supplies used in connection with any such trade, craft, business, profession, commercial use, or similar activity shall be placed or stored on any Lot except within a fully enclosed building.

Section 3. Dwelling Restrictions. No mobile homes, prefabricated or pre-manufactured homes, or modular homes shall be located on any Lot either on a temporary or permanent basis.

Section 4. Garages and Outbuildings. All dwellings must have at least an attached two-car garage. Outbuildings are permitted, but shall be designed to compliment the single-family residence located on the Lot.

Section 5. Minimum Dwelling Size. The following minimum dwelling size restrictions shall apply. The ground floor area of a one-story dwelling shall not be less than 1500 finished square feet. In the case of a two-story dwelling, the lower living level shall not be less than 1100 finished square feet and the total area shall constitute a minimum of 2000 finished square feet. For a tri-level dwelling, the total area shall constitute a minimum of 2000 finished square feet. Split entry or split foyer type homes shall have a main floor area of not less than 1300 square feet and the total area shall constitute a minimum of 2000 finished square feet. In computing the total square footage of a residence, the basement, garage and porches shall not be included.

Section 6 Building Materials. All residences and outbuildings constructed on each Lot shall be built of new materials, with the exception of decor items such as used brick,

weathered planking, and similar items. All roofs are to be 30-year architectural composition or better, unpainted cedar shingles, shakes, or tile. Vinyl and plywood type exterior siding (i.e. T 1-11) is prohibited.

Section 7. Building Colors. The exterior siding of all buildings shall be stained or painted with earth tone colors, which are deemed to not include shades of red, bright green, orange, bright yellow or purple.

Section 8. Driveways. All driveways shall be surfaced with asphalt, concrete or a better material. Gravel driveways are prohibited.

Section 9. Fencing. Fences may only be placed along the rear property line, along the front building line or within ten (10) feet of the front building line and along the side property line from the front building line to the rear Lot line. Fences shall not exceed six (6) feet in height above the ground and must be constructed of wood. The finished side of all fences shall face outward i.e. towards the neighboring property or the street. All fences facing a public right of way shall be constructed, maintained, repaired and replaced in accordance with the Common Fence Design Standards contained in attached Exhibit "B" and shall be stained using Messmer's Natural Cedar Stain #9445316 or equivalent natural color stain.

Section 10. Permits. No construction or exterior addition or change or alteration of any structure may be started on any portion of any Lot without the Owner first obtaining a building permit and other necessary permits from the proper local governmental authority.

Section 11. Codes. All construction shall conform to the requirements of the State of Washington, Uniform Codes (building, mechanical, plumbing) and the City of Marysville Codes and requirements, in force at the commencement of the construction.

Section 12. Completion of Construction. The exterior of any structure, including painting or other suitable finish, and landscaping shall be completed within twelve months of the beginning of construction so as to present a finished appearance when viewed from any angle. The construction area shall be kept reasonably clean during the construction period.

Section 13. Temporary Structures. No structures of temporary character, trailer, recreational vehicle, tent, shack,

detached garage, barn, or other outbuildings shall be used for residential purposes, either temporarily or permanently. The foregoing shall not prevent guests from using recreational vehicles in driveways for a period of fourteen days or less.

Section 14. Wiring. All wiring to residences and outbuildings shall be underground.

Section 15. Antennae No exterior mounted radio or television antennae, transmitters or parabolic reflectors greater than one meter in diameter (satellite dish antennae) shall be permitted on any Lot. Whenever possible, all parabolic reflectors one meter or less in diameter shall be placed out of the view of adjacent roads and residences on other Lots.

Section 16. Signs. No signs, billboards, or other advertising structure or device shall be displayed to the public view on any Lot except one sign not to exceed nine square feet in area may be placed on a Lot to offer the Lot for sale or rent. Signs may also be used by a builder to advertise the Property during the construction and sale period. Political yard signs of a temporary nature will be allowed on Lots during campaign periods. Within five days of the occurrence of the election, such signs must be removed. The Board may cause any sign placed on Property in violation of this section to be removed and disposed of. The foregoing sign restrictions shall not apply to the Declarant during the Development Period.

Section 17. Right-of-way Landscape Strip. The right-of way landscape strip created as part of the plat of Sienna shall be maintained by the Lot Owners. Each Lot Owner shall be responsible for that portion of the right-of-way landscape strip which is adjacent to his or her Lot.

Section 18. Exterior Maintenance by Owner. Each Lot and the improvements constructed thereon and all landscaping shall be maintained by the Owner of such Lot in a neat, clean and attractive condition at all times.

Section 19. Refuse. All Lots shall be kept free of debris. All refuse shall be kept in sanitary containers concealed from the view of other Lots; the containers shall be regularly emptied and the contents disposed of off the Property. No grass cuttings, leaves, limbs, branches, and other debris from vegetation shall be dumped or allowed to accumulate on any Lot.

Section 20. Parking of Vehicles and Storage of Goods and Equipment.

(a) Storage and Permanent Parking. Owners may not store goods or equipment or permanently park vehicles (e.g. boats, cars, trucks, trailers, campers, recreational vehicles) in open view on any Lot. When such vehicles, equipment or goods are parked or stored on Lots for a period over forty-eight hours, they shall be adequately screened from the view of adjacent roads and other Lots.

(b) Improperly Parked Vehicles. Upon forty-eight hours notice to the Lot Owner of an improperly parked vehicle, the Board has the authority to have towed, at the Owner's expense, any vehicles which are parked in violation of this section.

(c) Temporary Parking by Owners. This section does not prevent Owners from parking automobiles and trucks on driveways when the Owners are out-of-town

(d) Temporary Parking by Guests. This section does not prevent guests from parking automobiles, trucks or recreational vehicles in driveways for a period of fourteen days or less. However, if the guests either (1) plan to park their vehicles in driveways or (2) stay in their recreational vehicles, for a period in excess of fourteen days, the Owners must obtain written permission from the Board.

(e) Dilapidated, Unsightly Vehicles. Neither Owners nor their family members or guests are allowed to park dilapidated, dysfunctional or unsightly vehicles in open view on any Lot.

Section 21. Prohibition of Nuisances and Untidy Conditions. No noxious or offensive activity or condition shall be conducted on any Lot nor shall anything be done or maintained on any Lot which may be or become an activity or condition which unreasonably interferes with the right of other Owners to use and enjoy their respective Lots.

Section 22. Mining. No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted on or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted on or in any Lot. Propane gas storage for residential heating or cooking purposes is permissible

Section 23. Animals No animals other than domesticated household pets may be raised, bred or kept on any Lot; provided

however they may not be kept, bred or raised for commercial purposes nor may they become a nuisance. With the exception of cats, all animals shall be confined to the boundary of the Lot and shall not be permitted to roam freely throughout the Property.

Section 24. Weapons. No firearms of any kind or nature shall be discharged for sport, hunting or recreation on the Property.

Section 25. Repair of Plat Improvements. Any damage to plat improvements by an Owner, his or her contractors, subcontractors, family members or guests shall be repaired within one week by the Owner who caused or whose contractor, family member or guest caused the damage. If such repairs are not timely made, the Declarant may execute the repair and the Owner will be obliged to immediately remit to Declarant, funds for the repair in an amount equal to two hundred percent of the actual cost of the repairs. If the Owner fails to promptly make payment for such repairs, the Owner will be charged interest at the rate of twelve percent per annum until paid. In the event it is necessary for the Declarant to seek the services of an attorney in order to enforce this provision, the party against whom enforcement is sought shall be obligated to pay reasonable attorney's fees and costs incurred by the Declarant. As used herein "damage to plat improvements" shall include but is not limited to: broken sidewalks, curbs and driveways, damaged asphalt, survey pins, landscaping and fencing, silt in storm water drainage facilities, changing the grade of storm water channels and around meter boxes and fire hydrants, removing NGPA signs and damaged utilities.

Section 26. Derogation of Laws. No Owner shall carry on any activity of any nature whatsoever on any Lot that is in derogation or in violation of the laws or statutes of the State of Washington, the City of Marysville, or other applicable governmental body.

ARTICLE III

Development Period; Management Rights of Declarant During Development.

Section 1. Management by Declarant Development Period shall mean that period of time from the date of recording the Declaration until (1) a date five years from the date of recording this Declaration or (2) the thirtieth day after Declarant has

transferred title to the purchasers of Lots representing one hundred percent of the total voting power of all Lots as then constituted or (3) the date on which Declarant elects to permanently relinquish all of Declarant's authority under this Article III by written notice to all Owners, whichever date first occurs. Until termination of the Development Period, either upon the expiration of five years, the sale of all Lots, or at the election of the Declarant, the Property shall be managed and the Association organized at the sole discretion of the Declarant.

Section 2. Notice to Owners. Before the termination of the Development Period, the Declarant will give written notice of the termination of the Development Period to the Owners of all Lots. Said notice shall specify the date when the Development Period will terminate and shall further notify the Owners of the date, place and time when a meeting of the Association will be held. The notice shall specify that the purpose of the Association meeting is to elect new Officers and Directors of the Association. Notwithstanding any provision of the Articles or Bylaws of the Association to the contrary, for the purpose of this meeting, the presence, either in person or by proxy, of the Owners of thirteen Lots shall constitute a quorum. The Board of Directors and Officers of the Association may be elected by a majority vote of said quorum. If a quorum is not present, the Development Period shall nevertheless terminate on that date specified in said notice and it shall thereafter be the responsibility of the Lot Owners to provide for the operation of the Association.

Section 3. Temporary Board. During the Development Period, Declarant may in its sole discretion, and at such times as the Declarant deems appropriate, appoint one person who does not have to be a Lot Owner, as a Temporary Board. This Temporary Board shall have full authority and all rights, responsibilities, privileges and duties to manage the Property under this Declaration and shall be subject to all provisions of this Declaration, the Articles and the Bylaws, provided that after selecting a Temporary Board, the Declarant, in the exercise of its sole discretion, may at any time terminate the Temporary Board and resume its management authority under Article III or select a new Temporary Board under this section of Article III. During the Development Period, it will not be necessary to conduct the affairs of the Association in accord with the provisions of the Bylaws. It shall only be necessary to adhere to the Bylaws if a Temporary Board is appointed during this period.

Section 4. Absence of Temporary Board. So long as no Temporary Board is managing the Property or until such time as the

permanent Board is elected, should Declarant choose not to appoint a Temporary Board, Declarant or a managing agent selected by the Declarant shall have the power and authority to exercise all the rights, duties and functions of the Board and generally exercise all powers necessary to carry out the provisions of this Declaration, including but not limited to enacting reasonable administrative rules, contracting for required services, obtaining property and liability insurance, and collecting and expending all assessments and Association funds. Any such managing agent or the Declarant shall have the exclusive right to contract for all goods and services, payment for which is to be made from any monies collected from assessments.

Section 5. Acceptance of Management Authority. The purpose of this management arrangement is to ensure that the Property will be adequately managed during the initial stages of development. Acceptance of an interest in a Lot evidences acceptance of this management arrangement.

ARTICLE IV

Common Maintenance Areas

Section 1. Responsibility for Maintaining Common Maintenance Areas. The Association is responsible for maintaining and preserving the character of areas designated in these covenants as Common Maintenance Areas. The Association's responsibility shall include the maintenance of facilities located in such areas.

Common Maintenance Areas include the following:

- (1) Tract 999, Plat of Amber Glen Snohomish County Planning and Development Services Project File No. 05-120158-SD, according to the final plat thereof, as recorded with the Snohomish County Auditor, records of Snohomish County, Washington;

Section 2. Repair of Damage by Lot Owner. Any damage to Common Maintenance Areas by a Lot Owner, his or her contractor, subcontractor, family members or guests shall be repaired within one week by the Owner who caused or whose contractor, subcontractor, family member or guest caused the area to be damaged. If such repairs are not timely made, the Association may execute the repair and the Owner will be obliged to immediately remit funds for the repair. If the Owner fails to promptly make payment for such repairs, the Owner will be charged interest at the

rate of twelve percent per annum until paid, together with attorney's fees and costs pursuant to Article VIII, Section 4.

ARTICLE V

Assessments

Section 1. Creation of Lien and Personal Obligation Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges and (2) special assessments. Annual and special assessments shall be established and collected in accord with this Declaration. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each assessment, together with the interest, costs and reasonable attorneys' fees incurred to collect such assessments, shall be the personal obligation of the individual who is the Owner of the Lot at the time that the assessment fell due.

Section 2. Purpose of Assessments. The assessments imposed by the Association shall be used (1) to promote the recreation, health, safety and welfare of the residents of the Property, (2) for the improvement, maintenance, upkeep, repair, replacement, operation, and use of the Common Maintenance Areas, (3) for legal fees and damages incurred in any action in which the Association or a member of the Board, acting on behalf of the Association is named as a party, (4) for legal fees incurred by the Association, and (5) for any other reasonable expenses incurred by the Association.

Section 3 Annual Assessment. Beginning on the sale of the first Lot to a buyer other than a Speculative Builder, the annual assessment shall be \$100.00 per Lot. Lots owned by the Declarant or a Speculative Builder shall not be subject to the annual assessment until sold with a home to another Owner. The annual assessment may be increased during the Development Period to reflect increased (1) maintenance costs, (2) repair costs, (3) operation costs, (4) Association costs, or (5) legal costs. All increases in the annual assessment during the Development Period must directly reflect increases in the above-recited costs. During the Development Period, it shall not be necessary to amend this Declaration to raise or lower assessments. During that period, the Declarant shall give members of the Association notice of any

increase or decrease in the annual assessment thirty days before the date that the assessment becomes effective.

(a) After the Development Period expires, the maximum annual assessment may be increased each year by not more than ten percent above the maximum annual assessment for the previous year without a vote of the membership.

(b) After the Development Period expires, the maximum annual assessment may be increased by more than ten percent only if the Owners representing sixty percent of the total number of Lots who are voting in person or by proxy at a meeting duly called for this purpose, consent to such an increase.

(c) After the Development Period expires, the Board of Directors shall fix the annual assessment in accord with the above-recited standards.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, (1) the cost of any capital improvements to the Common Maintenance Areas, (2) legal fees and damage costs, or (3) any other reasonable expenses incurred by the Association. Any assessment for capital improvements, which exceeds \$10,000.00, shall require the consent of the Owners representing seventy percent of the total number of Lots. Lots owned by the Declarant or a Speculative Builder shall not be subject to the special assessment until sold with a home to another Owner.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4 Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 of this Article shall be sent to all members not less than thirty days or more than sixty days in advance of the meeting.

Section 6 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and must be collected on an annual basis. Notwithstanding the foregoing, Lots owned by the Declarant or a Speculative Builder shall not be subject to either an annual or special assessment until sold with a home to another Owner.

Section 7. Date of Commencement of Annual Assessment; Due Dates. The annual assessments described in this Article shall commence on the sale of the first Lot to a buyer other than a

Speculative Builder. Written notice of the annual assessment shall be sent to every Owner subject to such assessments. The due date shall be established by the Board. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Non-Payment of Assessments; Remedies of the Association Any assessment not paid within thirty days after the due date shall bear interest at the rate of twelve percent per annum. Each Owner hereby expressly vests in the Association and its agents the right and power to bring suit personally against such Owner for the collection of such assessments as debts and to enforce lien rights of the Association by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in like manner as a mortgage of real property. Such Owner hereby expressly grants to the Association the power of sale in connection with such liens. The liens provided for in this section shall be in favor of the Association and shall be for the benefit of the Association. The Association shall have the power to bid in its interest at foreclosure sale and to acquire hold, lease, mortgage and convey the same. The Owner is responsible for payment of all attorneys' fees and costs incurred in collecting past due assessments or enforcing assessment liens. No Owner may waive or otherwise escape liability for the assessments provided herein by abandonment of his or her Lot.

The Association shall have the right to suspend the voting rights of an Owner for any period during which any assessment against the Lot remains unpaid and for a period not to exceed sixty days for any infraction of the terms of either this Declaration, the Articles or the Bylaws of the Association.

Section 9. Subordination of the Lien to Mortgage. The lien for assessments, provided for in this Article, shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure of a first mortgage or deed of trust, or any proceeding in lieu thereof, shall extinguish the lien created pursuant to this Article as to payments which become due prior to such sale or transfer. No sale or transfer, however, shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

Homeowners' Association

Section 1. Non-Profit Corporation. The Association shall be a non-profit corporation under the laws of the State of Washington. The Association will be incorporated following the termination of the Development Period or upon appointment of a Temporary Board of Directors. Until incorporated, the Association shall function as an unincorporated association consisting of the Owners of all Lots.

Section 2. Membership. Every person or entity which is an Owner of any Lot shall be a member of the Association. Membership shall be appurtenant to the Lot and may not be separated from ownership of any Lot and shall not be assigned or conveyed in any way except upon the transfer of title to said Lot and then only to the transferee of title to the Lot. All Owners shall have the rights and duties specified in this Declaration, the Articles and the Bylaws of the Association.

Section 3. Voting Rights. Owners, including the Declarant, shall be entitled to one vote for each Lot owned. When more than one person or entity owns an interest in any Lot, the vote for that Lot shall be exercised as the Owners decide to exercise that vote but, in no event, shall more than one vote be cast with respect to any Lot nor shall any vote be divided. The voting rights of any Owner may be suspended as provided for in this Declaration, the Articles and the Bylaws of the Association.

Section 4. Meetings. Meetings after the termination of the Development Period, or upon appointment of a Temporary Board, shall be conducted in accord with the Bylaws of the Association.

ARTICLE VII

Management by Board

Section 1. Expiration of the Development Board. Upon expiration of the Declarant's management authority under Article III, all administrative power and authority shall vest in a Board of three directors who must be members of the Association. The Association by amendment of the Bylaws, may increase the number of directors. All Board positions shall be open for election at the first annual meeting after termination of the Development Period

under Article III. At the first meeting of either the temporary or permanent Board of Directors, the new Board shall adopt Bylaws.

Section 2. Terms. The terms of the Board shall be defined in the Bylaws.

Section 3. Powers of the Board. All powers of the Board must be exercised in accord with the specifications, which are set forth in the Bylaws. The Board, for the benefit of the Property and the Lot Owners, shall endorse the provisions of this Declaration and the Bylaws. In addition to the duties and powers imposed by the Bylaws and any resolution of the Association that may be hereafter adopted, the Board shall have the power and be responsible for the following by way of explanation but not limitation:

(a) Insurance. Obtain policies of general liability insurance

(b) Legal and Accounting Services. Obtain legal and accounting services if necessary for the administration of Association affairs, or the enforcement of this Declaration.

(c) Maintenance. Pay all costs associated with the improvement, maintenance, upkeep, and repair of the Common Maintenance Areas.

(d) Maintenance of Lots. If necessary, maintain any Lot if such maintenance is reasonably necessary in the judgment of the Board to (1) protect the Common Maintenance Areas, or (2) to preserve the appearance and value of the Property if the Owner or Owners of the Lot have failed or refused to perform maintenance within a reasonable time after written notice of the necessity of such maintenance has been delivered by the Board to the Owner or Owners of such Lot, provided that the Board shall levy a special assessment against the Owner or Owners of such Lot for the cost of such maintenance.

(e) Utilities Pay all utility charges attributable to the Common Maintenance Areas. Authorize the installation of utility or service lines, which the Board deems to be in the best interest of the Association.

(f) Security. Pay all costs deemed appropriate by the Board to ensure adequate security for the Lots constituting the residential community created on the Property.

(g) Right to Contract. Have the exclusive right to contract for all goods, services, maintenance, and improvements.

(h) Improvements Make capital improvements to the Common Maintenance Areas subject to the provisions of Article V, Section 4.

(i) Right of Entry. Enter any Lot when reasonably necessary, in the event of emergencies or in connection with any maintenance, landscaping or construction for which the Board is responsible. Except in cases of emergencies, the Board, its agents or employees shall attempt to give notice to the Owner or occupant of any Lot twenty-four hours prior to such entry. Such entry must be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board if the entry was due to an emergency (unless the emergency was caused by the Owner of the Lot entered, in which case the cost shall be specially assessed to the Lot). If the repairs or maintenance activities were necessitated by the Owner's neglect of the Lot, the cost of such repair or maintenance activity shall be specially assessed to that Lot. If the emergency or the need for maintenance or repair was caused by another Owner of another Lot, the cost thereof shall be specially assessed against the Owner of the other Lot.

(j) Promulgation of Rules. Adopt and publish rules and regulations governing the members and their family members and guests and establish penalties for any infraction thereof.

(k) Declaration of Vacancies. Declare the office of a member of the Board to be vacant in the event that a member of the Board is absent from three consecutive regular meetings of the Board.

(l) Employment of Manager. Employ a manager, an independent contractor, or such other employees as the Board deems necessary and describe the duties of such employees.

(m) Payment for Goods and Services. Pay for all goods and services required for the proper functioning of the Common Maintenance Areas and the Association.

(n) Impose Assessments. Impose annual and special assessments.

(o) Bank Account. Open a bank account on behalf of the Association and designate the signatories required.

(p) Legal Actions Commence legal actions for the enforcement of these covenants or any other legal action, which the Board of Directors deems necessary for the protection of the Property. The Board also has the authority to defend against legal actions initiated against the Association.

(q) Exercise of Powers, Duties and Authority. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of the Bylaws, Articles of Incorporation, or this Declaration. The Board shall have all powers and authority permitted to it under this Declaration and the Bylaws. However, nothing herein contained shall be construed to give the Board authority to conduct a business for profit on behalf of all the Owners or any of them.

ARTICLE VIII

General Provisions

Section 1. Covenants Running with the Land. These covenants are to run with the land and be binding on all parties and persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time the covenants shall be automatically extended for successive periods of ten years.

Section 2. Amendment. This Declaration may be amended during the Development Period by any instrument signed by the Declarant. After the Development Period, this Declaration may be amended if the Owners representing sixty-seven percent of the total number of Lots within the Property approve the amendment. The provisions which expressly refer to the Declarant may not be amended without the Declarant's prior written approval. All amendments must be filed with the office of the Snohomish County Auditor or its successor agency and will be effective upon filing.

Section 3 Enforcement. The Association, the Board, or any Owner shall have the right to enforce, by any legal proceeding, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to insist on strict performance of any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Attorney's Fees. In the event that it is necessary for the Board to seek the services of an attorney in order to enforce any (1) provision of this Declaration, or (2) lien created pursuant to the authority of this Declaration, the party against whom enforcement is sought shall be obliged to pay reasonable attorney's fees and costs incurred by the Board. If the Owner fails to pay such fees and costs within sixty days, such fees and costs shall become a lien against the Owner's Lot

Section 5. Successors and Assigns The covenants, restrictions and conditions articulated in this Declaration shall run with the land and shall accordingly be binding on all successors and assigns.

Section 6. Severability. The invalidity of any one or more phrases, clauses, sentences, paragraphs or sections hereof shall not affect the remaining portions of this Declaration or any part thereof. In the event that one or more of the phrases, clauses, sentences, paragraphs or sections contained herein should be invalid, this Declaration shall be construed as if the invalid phrase, clause, sentence, paragraph or section had not be inserted.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal as of the day and year first hereinabove set forth.

SIENNA I, LLC

By.

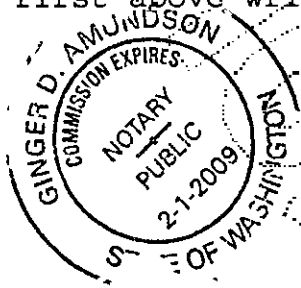


Martin H. Robinett

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this 28th day of August, 2006, before me personally appeared Martin H. Robinett, to me known to be the Manager of Sienna I, LLC, a Washington limited liability company, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said limited liability company.

Witness my hand and official seal hereto affixed the day and year first above written.



Ginger D. Amundson

Name: Ginger D. Amundson
NOTARY PUBLIC in and for the State of
Washington, residing at Granite Falls
My appointment expires: 2/01/2009

Original Document

EXHIBIT "A"

LOT 310, SUNNYSIDE 5 ACRE TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN
VOLUME 7 OF PLATS, PAGE 19, RECORDS OF SNOHOMISH COUNTY, WASHINGTON

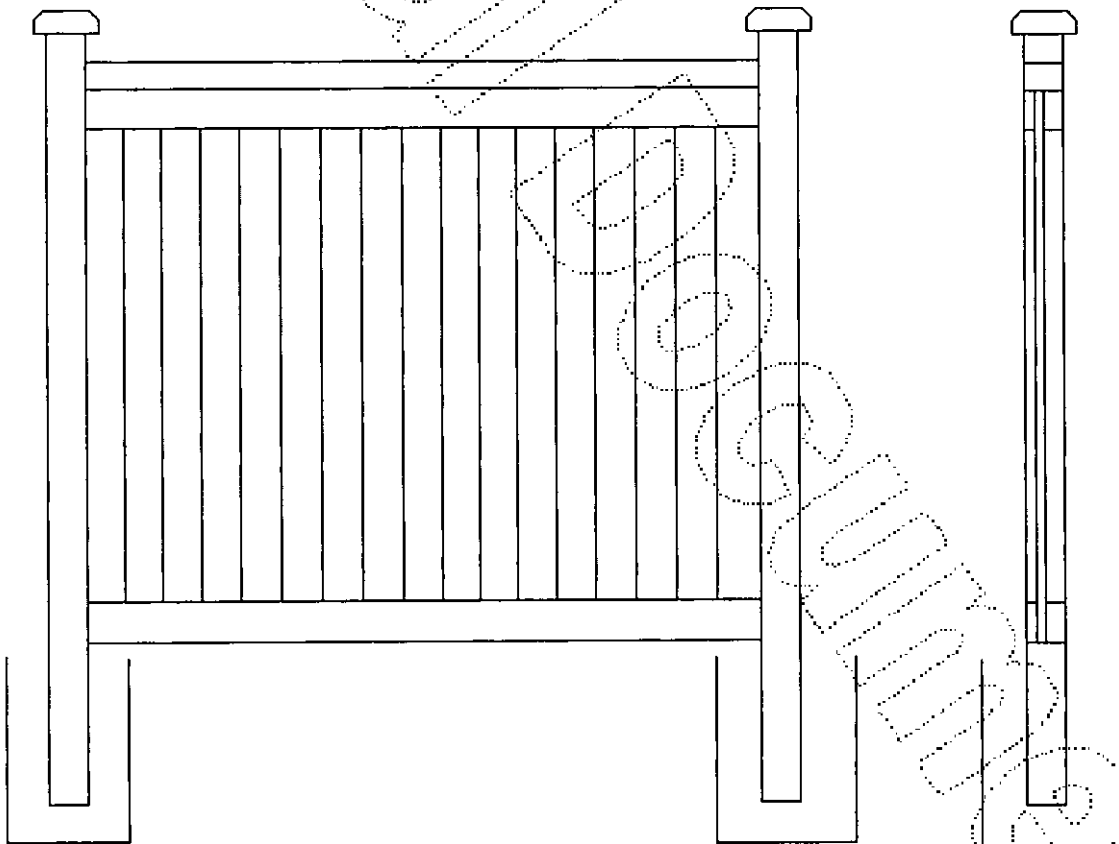
SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

Exhibit "B"

Common Fence Design Standards

Full Panel – Cedar Fence Style

Fence Height	6'
Post Size	4 x 4 Pressure Treated
Board Size	1 x 4 x 6' Cedar
Cap	1" Cedar
Stringer	2 x 4 Cedar
Top Cap Board	2 x 4 Cedar
Trim	1 x 4 Cedar
Post Spacing	8' Maximum
Post Depth	8" Diameter & 24" Deep



Front View

Side View