

WHEN RECORDED, RETURN TO:

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<b>Document Title</b>	Master Declaration of Covenants, Conditions, and Restrictions for Riverfront
<b>Reference Number of Related Document</b>	-NA-
<b>Grantor(s)</b>	Riverfront Grocer LLC; Riverfront Phase 1 LLC; Riverfront Phase 2 LLC; Riverfront Phase 3 LLC; Riverfront Phase 4 LLC; Riverfront Theater LLC; Riverfront Commercial Investment, L.L.C.
<b>Grantee(s)</b>	Riverfront Grocer LLC; Riverfront Phase 1 LLC; Riverfront Phase 2 LLC; Riverfront Phase 3 LLC; Riverfront Phase 4 LLC; Riverfront Theater LLC; Riverfront Commercial Investment, L.L.C.; City of Everett
<b>Abbreviated Legal Description</b>	LOTS 1-4, 6-13, AND 16 OF BLA NO. BLA20-008, RECORDED ON NOVEMBER 24, 2020 UNDER SNOHOMISH COUNTY RECORDING NO. 202011245001  LOTS 5, 15, AND 17 OF BLA NO. BLA18-010, RECORDED ON NOVEMBER 15, 2019 UNDER SNOHOMISH COUNTY RECORDING NO. 2019111550003  LOTS 15 AND 16 OF BLA #08-004 RECORDED ON APRIL 8, 2008 UNDER SNOHOMISH COUNTY RECORDING NO. 200804085006  <i>Full legal description attached hereto as <b><u>Exhibit A</u></b>.</i>
<b>Tax Parcel Numbers</b>	00576001500003; 00576001300001; 00576001300002; 00576001800001; 00576001700001; 29052900402100; 00576001800002; 00576001700002; 00576002700002; 00576002700001; 00576003100003; 00576003100004; 00576003100005; 29052900402200; 00576004000004; 00576004000003; 29053200102400; 29053200102000

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**MASTER DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR RIVERFRONT**

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this “**Master Declaration**”) is made this 10<sup>th</sup> day of September, 2024 (“**Effective Date**”), by and among Riverfront Phase 1 LLC, a Washington limited liability company (“**Declarant**”) and the following affiliates: Riverfront Grocer LLC, a Washington limited liability company; Riverfront Theater LLC, a Washington limited liability company; Riverfront Phase 2 LLC, a Washington limited liability company; Riverfront Phase 3 LLC, a Washington limited liability company; Riverfront Commercial Investment, L.L.C., a Washington limited liability company; and Riverfront Phase 4 LLC, a Washington limited liability company (each an “**Affiliate**” and collectively the “**Affiliates**”).

A. Declarant is the owner of the property described as Lots 6, 9, and 10 of City of Everett Boundary Line Adjustment No. BLA20-008, recorded under Snohomish County Recording Number 202011245001 on November 24, 2020 (the “**Declarant Property**”). The Declarant Property, together with the Affiliate Property, as defined herein, are legally described on Exhibit A attached hereto, and the Affiliates are the owners of the property identified on Exhibit B (the “**Affiliate Property**”). The Declarant Property, the Affiliate Property and any additional property that may subsequently be submitted to this Master Declaration pursuant to its terms and provisions, including Section 2.3, are collectively referred to herein as the “**Property**.” The Property, and the lots comprising same, as constituted on the Effective Date of this Master Declaration, are depicted on the Site Plan, as defined below, contained in Exhibit C. In the event of conflict between Exhibit A, and Exhibit C, Exhibit A shall control. The exhibits attached and referred to in this Master Declaration are hereby incorporated herein by reference. Each of the maps attached hereto as exhibits are attached for the convenience of the parties only. Any discrepancies between the legal descriptions and the maps attached hereto shall be resolved in favor of the legal descriptions.

B. Declarant owns Declarant Property. Affiliates consent to this Master Declaration below, with respect to the Affiliate Properties.

C. The Property is within the Riverfront Planned Development Project and is subject to the Development Agreement among the City of Everett (the “**City**”), OM Everett, Inc., and OMH Transfer Agent, LLC, dated June 2, 2009, as amended by that certain First Amendment dated April 3, 2014, that certain Second Amendment dated May 17, 2019, and as further amended by that certain Addendum to Second Amendment dated May 4, 2021 (as amended and assigned, the “**Development Agreement**”).

D. Property has been subject of a detailed environmental characterization and remedial action under the Washington Model Toxics Control Act and is subject to a final court-approved Consent Decree entered into between the City and the Washington State Department of Ecology (“**DOE**”) dated April 2, 2001, as amended (the “**Consent Decree**”) which sets forth certain conditions and requirements imposed to protect public health, the environment and the integrity of the remedial actions that have been taken on portions of the Property. Subject to the provisions of the LEIA (defined below), each of the Members, and not the Master Association, shall be responsible for satisfying, and complying with, the conditions and requirements of the Consent Decree with respect to the Lot owned by such Member. The Property is also subject to a Landfill and Environmental Indemnification Agreement with the City, dated as of April 30, 2008 (“**LEIA**”). The Declarant and the Affiliates have assumed obligations under the LEIA as set forth in the Landfill Assignment and Assumption Agreement dated as of August 1, 2013 and recorded under Snohomish County recording number 201311180486 and as set forth in the Assignment and Assumption Agreement dated as of December 20, 2019 and recorded under Snohomish County recording number

202001090614. As set forth in LEIA Section 13.3.2, the Master Association upon formation will become a party to the LEIA. Each of the Members and the Master Association shall comply with the requirements of the LEIA.

E. Declarant and Affiliates desire to develop the Property as a planned development known as “**Riverfront Everett**” including common areas and facilities, roads and utilities, as generally depicted on the site plan attached hereto as Exhibit C (“**Site Plan**”), which Site Plan is subject to change from time to time. Declarant anticipates that Riverfront will consist of a combination of multi-family apartments or condominiums, retail stores (including shops, services and restaurants), entertainment facilities, grocery store, health club, recreational facilities, hotel and/or office uses. Some of these uses may be subject to their own covenants, conditions and restrictions and/or have their own owners association. However, any such additional declarations or owners associations shall at all times be subject and subordinate to this Master Declaration and the Master Association formed hereunder. Declarant’s anticipation of the uses described in this Recital D is neither a guaranty nor a limitation.

F. This Master Declaration provides for the development, administration, operation, maintenance and preservation of Riverfront.

NOW, THEREFORE, Declarant declares that the Property shall be developed and used in accordance with the following standards and guidelines, which shall apply to and be binding upon each owner, assignee and successor in interest of all or any part of the Property.

## AGREEMENTS

### 1. DEFINITIONS

In addition to the terms defined above and elsewhere in this Declaration, the following terms shall have the following meanings when used in this Master Declaration:

1.1. “**Additional Property**” means any interest in real property, whether owned by Declarant or not, submitted to this Master Declaration as provided in Section 2.3. Additional Property may include fee interests or lesser interests, including leasehold interests. Additional Property shall not include property owned by the City except to the extent otherwise agreed by the City in its sole discretion.

1.2. “**Architectural Review Committee**” or “**ARC**” means the committee appointed pursuant to Section 10.

1.3. “**Articles**” means the Articles of Incorporation of the Master Association, as amended from time to time.

1.4. “**Assessment**” means any assessment levied against one or more Members by the Master Association for payment of expenses relating to the Property and shall include General, Special and Limited Assessments.

1.5. “**Board**” means the Board of Directors of the Master Association.

1.6. “**Business Improvement Area**” means a special assessment district established and managed pursuant to RCW Chapter 35.87A, which authorizes all counties, cities and towns to levy and collect assessments on all business and multifamily residential or mixed use projects that benefit from the Business Improvement Area to pay for the costs associated with it.

- 1.7. **“Bylaws”** means the Bylaws of the Master Association, as amended from time to time.
- 1.8. **“Condominium”** means any property formed as a condominium in the manner provided in the Revised Code of Washington. This definition shall not be interpreted to mean that there is a condominium within the Property.
- 1.9. **“Common Area”** means all areas within Riverfront provided for the non-exclusive use and enjoyment of Declarant, Affiliates, Owners, and all other Permitted Users of any portion of Riverfront in common with other authorized users as permitted by this Declaration, but shall exclude: (i) any common areas or common elements within any Condominium or apartment project within the Property that is intended for the exclusive use of the owners and residents thereof, and (ii) any parks, greenways or other real property dedicated to the City of Everett or other governmental authority. The Common Area shall include, without limitation: parking areas; access points and internal roadways; walkways; sidewalks; lighting systems and standards; Riverfront identification signs and directional signs; ramps; service areas and ways; utility areas; landscaping; irrigation or sprinkler systems in landscaped areas; garbage collection areas; retaining walls; perimeter fencing, exterior stairways not attached to buildings; storm water systems and facilities.
- 1.10. **“Common Maintenance Area”** means the Common Area, if any, and also any areas within public rights-of-way, tracts or other property that the Master Association is required to maintain pursuant to this Master Declaration or that the Declarant (in its sole discretion) or the Board deems necessary, desirable or appropriate to maintain for the common benefit of the Members, including without limitation, all Improvements located outside of the exterior of the buildings within the Property; provided, however that all underground elements, utilities and Improvements that are pile supported by the structural piles of a particular building and all landfill gas collection systems beneath a particular building shall be maintained by the Owner of that building and shall not be considered Common Maintenance Areas. Common Maintenance Areas may also include parks, greenways, storm drainage maintenance areas, the low permeability barrier of the landfill gas collection system and other real property dedicated to the City of Everett or other governmental authority, if the Owner(s) of the Property or the Master Association is responsible for maintenance of such area.
- 1.11. **“Conversion Date”** means the date on which the Declarant special rights shall cease. The Conversion Date shall be the earlier of: (i) the date that eighty percent (80%) of the land area of all of the Lots in Riverfront that have been or may be submitted to this Master Declaration have been sold to an Owner other than: (a) Declarant or Affiliates (or their affiliates), or (b) an Owner holding title for purposes of development and resale, or (ii) such earlier date as Declarant shall, in its sole and absolute discretion, determine.
- 1.12. **“Declarant”** means Riverfront Phase 1, LLC, a Washington limited liability company and its successors and assigns if such successor or assign acquires all of the Declarant’s rights under this Master Declaration pursuant to a recorded instrument executed by Declarant.
- 1.13. **“Design Guidelines”** means the design guidelines as set forth more fully in the Development Agreement, subject to the Board’s right to establish and/or supplement any procedure or requirement therein pursuant to Section 10.2 of this Declaration.
- 1.14. **“Environmental Law”** means any and all federal, state and local statutes, regulations and ordinances pertaining to the protection of human health or the environment.

1.15. “**General Assessment**” means an assessment levied against all Members pursuant to Section 6.2 for the common benefit of the Property and the Members, as determined by the Board in its sole discretion.

1.16. “**Hazardous Substance**” means any and all hazardous, toxic, infectious or radioactive substances, wastes or materials listed or defined in any Environmental Law, including Hazardous Wastes and petroleum oil and its byproducts.

1.17. “**Hazardous Wastes**” means any and all hazardous or dangerous waste as defined or listed under the Resource Conservation and Recovery Act, any comparable state statute or any regulation promulgated thereunder.

1.18. “**Improvement**” means every structure or improvement of any kind, including but not limited to buildings, sidewalks, fences, benches, walls, works of art, trees, hedges, plantings, poles, changes in exterior color or shape, and site work (such as, without limitation, excavation, grading road construction, and utility improvements).

1.19. “**Limited Assessment**” means an assessment levied against a Member by the Master Association pursuant to Section 6.4 for costs and expenses incurred by the Master Association for corrective action performed pursuant to this Master Declaration that is required as a result of the willful or negligent acts or omissions of such Member or such Member’s agents, tenants, guests, customers, contractors or invitees, or Section 6.4 to equitably reflect the use of or benefit from one or more Common Maintenance Areas by a member or a Member’s agents, tenants, guests, contractors or invitees that is disproportionate to the percentage of the total General Assessments allocable to the Member (or, in the case of a Member who is a Sub-Association Member, allocable to such Member by such Member’s Sub-Association), as determined by the Board in its sole discretion, including, but not limited to, any assessments solely allocatable to a single Member for costs and expenses related to the maintenance of such Member’s Lot or Improvements located thereon.

1.20. “**Lot**” means a platted or partitioned lot or block within the Property, but does not include (a) any tract designated by Declarant in this Master Declaration or any Supplemental Declaration as common or open space or greenway, including New Lots 6 and 7, as depicted and legally described in the Site Plan, (b) any platted or partitioned lot, the owner of which by virtue of such ownership is a member of a Sub-Association, or (c) any Condominium unit. If a Lot in existence as of the date of this Master Declaration is replatted by an Owner other than Declarant or an Affiliate, the Lot that existed on the date of this Master Declaration prior to the replatting shall continue to be treated as a Lot for purposes of this Master Declaration unless Declarant joins in recording a Supplemental Declaration designating additional Lots. If a Lot is replatted by Declarant, Declarant may unilaterally record a Supplemental Declaration designating additional Lots.

1.21. “**Master Association**” means the non-profit corporation formed or to be formed to serve as the association of Members as provided in this Master Declaration and such corporation’s successors and assigns. The Master Association shall be known as “Riverfront Everett Owners Association.”

1.22. “**Member**” means any person or entity, including Declarant, at any time owning a Lot. Owners of any Lot developed as a Condominium project shall hold their membership interest in proportion to their interest in the Lot, as more particularly described in Section 3.2.

1.23. “**Mortgage**” has the meaning set forth in Section 11.3.



1.24. “**Mortgagee**” means the beneficial owner, or any successors, assignees, or designees of the beneficial owner, of an encumbrance on a Lot or Unit created by a Mortgage.

1.25. “**Owner**” means any person or entity (including, without limitation, a Sub-Association) owning a fee interest in a Lot.

1.26. “**Permitted Users**” mean an Owner’s agents, family members, tenants, guests, contractors, customers and invitees.

1.27. “**Property**” means the real property in Snohomish County, Washington, legally described on the attached Exhibit A and any Additional Property, but excluding any real property withdrawn by Supplemental Declaration. The Property shall not include any property owned by the City except to the extent otherwise agreed by the City in its sole discretion in a recorded instrument modifying this Master Declaration.

1.28. “**Rules and Regulations**” means the rules and regulations adopted by the Board governing the operation and use of the Property.

1.29. “**Special Assessment**” means an assessment levied by the Master Association against the Members pursuant to Section 6.3.

1.30. “**Sub-Association**” means a non-profit corporation formed or to be formed to serve as the governing association with respect to a project developed on one or more Lots and/or subdivision thereof.

1.31. “**Supplemental Declaration**” means any amendment or supplement to the Master Declaration duly executed and recorded by Declarant.

1.32. “**Turnover Meeting**” means the meeting of the Owners called by the Declarant pursuant to the Bylaws, to turn over control of the Master Association to the Class A Members.

1.33. “**Unit**” means a unit within a Condominium located on one or more Lots, however, this definition shall not be interpreted to mean that there are any condominium units located on any Lots.

1.34. “**Utility Local Improvement District**” or “**ULID**” means a special assessment district established and managed pursuant to RCW Chapter 36.94 or RCW 35.43, which authorizes all counties, cities and towns to levy and collect assessments on all property that benefits from the ULID to pay for the costs associated with it. As used in this Master Declaration, ULIDs shall include both local improvement districts and utility local improvement districts, although the methods of funding those are different.

1.35. “**Voting Member**” means a representative selected (pursuant to applicable governing documents) by the members of a Sub-Association, as provided in Section 3.5, to be responsible for casting votes attributable to any Sub-Association Lot(s) on matters requiring a vote of the Members. The term “Voting Member” shall include alternate Voting Members acting in the absence of the Voting Member and any Owners authorized to personally cast the votes for their respective Lots pursuant to Section 3.4.

## 2. DECLARATION

2.1. Purpose. The purpose of this Master Declaration is to govern the orderly, aesthetic development of Riverfront, to make provision for services to the Common Area (including, without limitation, the maintenance, repair, restoration, replacement, and improvement thereof), to establish the

Master Association, to provide for assessments of the Owners (including, without limitation, for those matters set forth in Section 6.2.2), and to set forth other terms and conditions governing the use and enjoyment of the Property.

2.2. Property Covered; Submission to Master Declaration. The property that is covered by and is hereby made subject to this Master Declaration is the Property. Additional Property may be annexed and made subject to this Master Declaration as described in Section 2.3 and areas of the Property may be withdrawn from coverage by this Master Declaration as described in Section 2.6.

2.3. Annexation of Additional Property.

2.3.1. Annexation without Approval of Membership. Declarant may, in its sole discretion, from time to time at any time prior to the Conversion Date, submit additional real property (including leasehold interests in real property) to the provisions of this Master Declaration, whereupon the real property (or interest therein) will become Additional Property. The Additional Property may be owned by Declarant or, with Declarant's consent (which may be given, conditioned or withheld by Declarant in its sole discretion), owned by another, so long as the owner of the Additional Property consents to its submission. No other Member's consent shall be required. Declarant may submit any leasehold interest held by Declarant in real property to the provisions of this Master Declaration, in which case the provisions of this Master Declaration shall apply to such interest of Declarant and be binding upon Declarant's assignees, sublessees and successors to such interest. If Declarant, as a lessee, submits its interest in the leasehold property to this Master Declaration, the submission shall bind only such lessee's interest and rights derived therefrom, and such Additional Property shall automatically be withdrawn from this Master Declaration upon termination of the leasehold without further action by Declarant or the lessor thereof.

2.3.2. Annexation with Approval of Membership. In addition to Declarant's rights to annex Additional Property as described in Section 2.3.1, the Master Association or Declarant may submit Additional Property to the provisions of this Master Declaration with the consent of the owner of the Additional Property and the affirmative vote of holders of at least fifty percent (50%) of the voting power of the Master Association.

2.3.3. Process for Annexation. The Additional Property to be submitted to the terms of this Declaration shall be annexed by recording a Supplemental Declaration in the deed records of Snohomish County, Washington. The Supplemental Declaration shall describe the Additional Property, identify the number of Lots the Additional Property is comprised of and specifically subject the Additional Property to the terms of this Master Declaration. The Supplemental Declaration may establish additional limitations, uses, restrictions, covenants and conditions applicable to the Additional Property. The Supplemental Declaration shall be signed by the Declarant and the owner of the Additional Property (if other than the Declarant) if annexed under Section 2.3.1 or by the chairperson and secretary of the Master Association and the owner of the Additional Property if annexed under Section 2.3.2. The annexation shall be effective upon recording of the Supplemental Declaration, unless a later effective date is provided therein.

2.4. Voting Rights Upon Annexation. Any Lots annexed as Additional Property shall be entitled to voting rights upon annexation in accordance with Section 3.3.

2.5. Adjustment of Assessments. Within sixty (60) days after the date any Additional Property is annexed, the Master Association shall re-compute the annual budget described in Section 6.2.2 based on the additional Lots and any additional Common Area and re-compute the Assessment for each Lot in

accordance with Section 6. The Master Association shall send notice of the Assessment allocated to an additional Lot to the new Member not later than ninety (90) days after the new Lot is annexed as Additional Property. If Additional Property is annexed during the Master Association's fiscal year, the Master Association shall send notice of and shall collect adjustments to Assessments for Lots that formed part of the Property prior to the annexation. Notice of the adjustment in the Assessments shall be sent to the applicable Members not later than ninety (90) days after the date of annexation. Assessments for the newly annexed Lots shall be due and payable on or before a date set forth in the notice, which shall be not less than thirty (30) days after the date the notice is mailed. To the extent that any adjustment results in a credit with respect to Assessments due from a Member, the credit shall be applied toward the future Assessments next due from the Member.

2.6. Withdrawal of Property. Declarant may unilaterally withdraw all or any part of the Property owned by it or any Additional Property owned by it from the Master Association and the terms of this Master Declaration at any time prior to the Conversion Date. Thereafter, except as provided below, Declarant may withdraw all or any part of the Property owned by it or any Additional Property owned by it from the Master Association and the terms of this Master Declaration only by duly adopted amendment to this Master Declaration. Notwithstanding the foregoing, if Declarant has submitted any lessee's interest in real property (or right derived therefrom) to the terms of this Master Declaration as Additional Property, that Additional Property shall be automatically withdrawn upon termination of the leasehold interest. Any withdrawal shall be effected (or confirmed, in the case of a leasehold interest) by recording a Supplemental Declaration executed by Declarant (if prior to the Conversion Date) or the Declarant and the chairperson and secretary of the Master Association (if on or after the Conversion Date) in the deed records of Snohomish County, Washington. If part of the Property is so withdrawn, all voting rights otherwise allocated to Lots being withdrawn shall be eliminated, and the common expenses shall be reallocated among the remaining Lots.

### 3. THE MASTER ASSOCIATION

3.1. Organization. Declarant has organized the Master Association as a nonprofit corporation pursuant to the Washington Nonprofit Corporation Act.

3.2. Membership. Every Owner of a Lot shall, immediately upon creation of the Master Association and thereafter during the entire period of such Owner's ownership, be a Member. Such membership shall commence, exist, and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership. If a condominium project is developed on any Lot, the owners of that Lot shall together constitute a single Member of the Master Association, although any of their voting rights shall be exercised by their Voting Member.

3.3. Voting Rights. All Members shall be entitled to one vote for each Lot owned by such member, so long as such Lot is improved by any building or structure intended for residential or commercial occupancy. For the avoidance of doubt, a Member shall not be entitled to a vote for the ownership of any Lot that does not contain a building or structure as described above. Under this Section 3.3, Members may be entitled to one vote, more than one vote, or no votes at all, provided there shall be no fractional votes. Except as provided otherwise in Section 3.4 regarding the voting rights of Lots subject to a Sub-Association, when more than one person holds an ownership interest in any Lot, all such persons shall be Members and be entitled to all of the rights of Members under this Master Declaration, the Bylaws and the Articles.

3.4. Exercise of Voting Rights. The vote for each Lot owned by a Member that is subject to a Sub-Association shall be exercised by its Voting Member as described in Section 3.5. All other Members shall each be entitled to personally exercise the vote of its Lot. If there is more than one Owner of a Lot, the vote for that Lot shall be exercised as is determined by a majority of its co-Owners, but in no event shall a Lot be allocated more than the voting power determined in accordance with Section 3.3. If a majority of the co-Owners of a Lot (other than the co-Owners of a Lot developed as a condominium project, who shall be represented by their Sub-Association's Voting Member) cannot agree upon the vote, any co-Owner may deliver written notice of the disagreement to the Master Association and the vote of the Lot shall be disregarded in determining the proportion of votes with respect to the particular matter at issue.

3.5. Voting Members. If a Lot is subject to a Sub-Association, the Owners of that Lot shall elect a Voting Member to represent it in accordance with the procedures specified in this Section 3.5. On all Master Association matters requiring a membership vote, the Voting Member for the Sub-Association shall be entitled to cast one vote for each whole Lot in such Voting Member's Sub-Association. If a Sub-Association owns a partial Lot, it shall be treated as a co-Owner with any other Owner(s) of the Lot and its voting rights shall be exercised as described in Section 3.4. Each Sub-Association shall notify the Master Association in writing of the name of the elected Voting Member representing it and such notification shall be effective until the Master Association receives written notice that the Voting Member has been removed or replaced. The Voting Member for a Sub-Association must be an owner of a Unit within the Sub-Association the Voting Member represents.

3.6. Board of Directors. The Master Association's Board of Directors shall be elected as provided in the Bylaws. The City shall have the right to appoint one City representative, and such City representative shall have the rights of a non-voting ex officio director on the Board of Directors.

3.7. Turnover Meeting. The Declarant shall call the Turnover Meeting within ninety (90) days following the Conversion Date for the purposes of turning over control of the Master Association to the Owners. The Turnover Meeting shall be conducted in accordance with the Bylaws.

3.8. Powers and Obligations. The Master Association shall have, exercise, and perform (a) the powers, duties, and obligations granted to the Master Association by this Master Declaration, the Bylaws, and the Articles of Incorporation of the Master Association; (b) the powers and obligations of a non-profit corporation pursuant to the Washington Nonprofit Corporation Act; and (c) any additional or different powers, duties, and obligations necessary or desirable for the purpose of carrying out the functions of the Master Association pursuant to this Master Declaration or otherwise promoting the general benefit of the Members within the Property. The powers and obligations of the Master Association may, from time to time, be amended, repealed, enlarged or restricted by changes in this Master Declaration, the Articles of Incorporation or the Bylaws that are made in accordance with their provisions, and changes in the nonprofit corporation laws of the state of Washington. However, unless expressly set forth herein or in the Articles of Incorporation or the Bylaws, the Master Association shall not act in the capacity of settling disputes between Members or resolving problems that Members may experience. Disputes or problems experienced by Members in which the Master Association has no express authority or role as set forth in this Master Declaration shall be resolved by private, lawful means chosen by the affected Members and there shall be no recourse to the Master Association.

3.9. Liability. To the fullest extent permitted by law, none of the Master Association, the Declarant, the Board, any committee established under or pursuant to the Bylaws, nor any of their officers, members, employees or agents (individually, a "**Master Association Party**," and collectively, the "**Master Association Parties**") shall be liable to any Member for any damage, loss, or prejudice suffered or claimed

on account of any action or failure to act by any Master Association Party, provided only that the Master Association Party has acted in good faith in accordance with the actual knowledge possessed by such person.

3.10. Indemnification. The Master Association shall indemnify every Master Association Party against all expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which the Master Association Party may be a party by reason of acting within their official capacity. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Master Association shall, as an expense subject to General Assessments under Section 6.2, maintain adequate officers' and directors' liability insurance to fund this obligation.

#### 4. MAINTENANCE AND INSURANCE

4.1.1. Maintenance. The Master Association shall be responsible for the maintenance, repair, restoration, replacement, and improvement of the Common Maintenance Area (including any utilities thereon, to the extent not maintained by governmental authorities or public or private utility companies) in good order and condition. In addition, the Master Association may undertake, upon direction of the Declarant or the Board (either of which may act in its sole discretion to direct and require the Master Association to do so), the maintenance, repair, and replacement of the following Common Maintenance Areas: (i) public parks and greenways within the vicinity of the Property; (ii) private streets and private pedestrian easements within the Property; (iii) plazas; (iv) parking lots and (v) any other area determined by the Declarant or the Board to be necessary, desirable or appropriate or otherwise in the interest of the Master Association to maintain, as determined by the Declarant or the Board in its sole discretion. The Master Association's responsibilities shall include, but shall not be limited to, the cleaning, repaving and replacing of any paved areas included in the Common Maintenance Area (including any private streets and adjoining sidewalks forming part of any platted tract within the Common Area, but excluding any public streets and sidewalks that are maintained by the City of Everett unless required by the City of Everett or, if not required, if approved by at least 50% of the voting power of the Master Association), landscape maintenance, replacement and repair of or to landscaped areas included in the Common Maintenance Area, the repair, repainting, re-staining and replacing of any benches, lights and light posts, planters, fences, irrigation systems, utility systems, methane systems, works of art, and other Improvements located within the Common Maintenance Area. The Master Association may (or at the direction of the Declarant or the Board shall) enter into shared maintenance agreements with other parties, including the City of Everett, if necessary or desirable for Common Maintenance Areas. The Master Association Board may, with the consent of the effected Member, allocate certain maintenance and repair obligations to a specific Member, in which case the Board shall, if applicable, equitably adjust applicable assessments for said Lot to reflect the reduced Master Association expense associated with said allocation. The Master Association shall enter into any shared maintenance agreement(s) requested by the Declarant or required by law. Further, the Master Association may perform any of the maintenance obligations or rights described in this Section 4.1 with respect to Common Areas or portions of the Property under its exclusive control.

4.2. Master Association Insurance. The Master Association shall obtain, and maintain in effect, general commercial liability and property damage insurance with respect to the Common Area, in such amounts and in such forms as the Board deems advisable to provide adequate protection for bodily injury, including deaths of persons, and property damage, whether caused by the negligence of the Master Association or otherwise. Additionally, the Master Association shall obtain, and maintain in effect, fire and extended coverage casualty insurance, including coverage for vandalism and malicious mischief, with

respect to all insurable Improvements within the Common Maintenance Area in an amount equal to 100% of the replacement cost thereof if available at a reasonable cost, as determined by the Board in its sole discretion. The Master Association shall also maintain the insurance required of the Landfill Owners Entity in accordance with the terms and provisions of the LEIA. When requested by the City, the Master Association will provide evidence (such as certificates of insurance) to the Office of the City Attorney showing such insurance. With respect to the insurance required under the LEIA, the Master Association shall use reasonable efforts to pursue claims thereunder, regardless of any denials of claims by the insurer. The Master Association may obtain such other further policies of insurance as it deems advisable. All policies shall be issued by reputable insurance companies authorized to do business in the state of Washington.

4.3. Members' Individual Insurance. Each Member shall maintain Commercial General Liability and property damage insurance in an amount equal to 100% of the replacement cost of its real property (exclusive of such items as land, foundations, excavations, and other items normally excluded from property policies). Each Member shall maintain a liability policy insuring against liability for property damage or bodily injury caused by the Member or those for whom each is legally responsible and cover any obligation to pay or reimburse the Master Association for any deductible under the Master Association's property insurance or for any portion of loss not covered by the Master Association's property insurance. The liability policy shall have a limit of liability of at least \$1,000,000 per occurrence and \$2,000,000 general and complete operation aggregated. Members must obtain the required insurance from insurance carriers authorized to do business in the State of Washington. All policies must provide that coverage may not be canceled without 30 days' written notice to the Master Association. The Board may adopt rules that establish additional requirements for such policies, including minimum amounts and types of coverage. The Master Association shall have the right, but not the obligation, to monitor the maintenance of such insurance by Members and shall have the right, but not the obligation, to obtain such insurance for a Member if the Member fails to obtain or maintain such insurance, and to specially assess the cost thereof to the Member.

4.4. Contractor Pollution Liability. Any Member that is performing substantial construction on the Property that involves substantial grading or subsurface activities subject to the Consent Decree or Clean-up Action Plan pursuant to the Consent Decree, shall obtain or require its contractor(s) to obtain its own contractor pollution liability ("CPL") insurance or financial assurance for the duration of the construction work, as required by Section 10 of the LEIA, unless the City agrees the development work is sufficiently covered by an existing CPL policy, which consent shall not be unreasonably withheld or delayed.

## 5. PROPERTY COVENANTS

5.1. The Lots are subject to matters of record recorded against title to the Property prior to the date of this Master Declaration. Neither the Master Association nor the Members shall take any action which will breach any such underlying Property covenants, including but not limited to, those covenants set forth in the LEIA, as applicable and subject to Section 13.3.2 contained therein. In particular, but without limitation, Members shall ensure that their Lot is not used in a manner that is inconsistent with the requirements of any agreements or orders applicable to the Property's methane management and monitoring systems. The Master Association and each Member shall comply with the LEIA, Consent Decree, the CAP/CD (as defined in the LEIA) and its environmental covenant, as required pursuant to the terms and provisions of the LEIA, Consent Decree, the CAP/CD and its environmental covenant. The Master Association shall execute and become a party to the LEIA contemporaneously with recording of this Declaration, and shall be deemed the "Landfill Owners Entity" as defined thereunder. The Master

Association, on behalf of each of its Members and for the benefit of the City, shall use commercially reasonable efforts to ensure that such Members comply with the LEIA, and shall provide a copy of the LEIA to each Member in connection with its acquisition of a portion of the Property. Without limiting the foregoing, this Master Declaration and the LEIA, and all of such documents' respective terms and conditions, shall be deemed covenants running with the land that shall be binding on and inure to the benefit of each owner of any portion of the Property and any of their respective heirs, successors, and assigns.

## 6. ASSESSMENTS

6.1. Creation of Lien and Personal Obligation for Assessments. Declarant, for each Lot owned by it within the Property, does hereby covenant, and each Owner of any Lot or Unit by acceptance of a conveyance thereof, whether or not so expressed in any such conveyance, shall be deemed to covenant, to pay to the Master Association all assessments and other charges as may be fixed, established, and collected from time to time in the manner provided in this Master Declaration or the Bylaws. The assessments and charges, together with any interest, expenses, or attorneys' fees imposed pursuant to Section 11.4, shall be a charge on the land and shall be a continuing lien on the Lot against which the assessment or charge is made. The assessments, charges, and other costs shall also be the personal obligation of the person or entity that was the Owner of the Lot when the assessment or charge fell due. Such liens and personal obligations shall be enforced in the manner set forth in Section 11. Upon the creation of a condominium or comparable project on one or more Lots by the recordation of a subdivision or condominium plat therefor, each Unit within that project shall be subject to the lien described in this Section 6.1; provided that the owner of any Unit may obtain the discharge of the lien for any assessment or other charge payable by the applicable Sub-Association to the Master Association upon payment to the Master Association of an amount equal to (a) the total amount of such assessment or other charge multiplied by (b) the percentage of such assessment or other charge allocated by the applicable Sub-Association to that Unit.

### 6.2. General Assessments.

6.2.1. Commencement. General Assessments against all Lots shall commence at the discretion of the Declarant, or if General Assessments have not been commenced at such time as the Association has been transitioned to the Association, then as determined by the Board, and may include a staged phase-in with regard to different Lots. No Lot shall be subject to General Assessments until the Declarant, or if after the Conversion Date, the Board, shall determine that said Lot has been substantially developed.

6.2.2. Amount of Annual General Assessment. The total annual General Assessment against all Lots shall be based upon an annual budget prepared by the Board with respect to the projected expenses for the common benefit of the Property and the Members, as determined by the Board in its sole discretion. Expenses that may be subject to General Assessments include, without limitation, costs and charges incurred in connection with:

- (i) Maintenance, repair, restoration, replacement, and improvement activities pursuant to Section 4.1;
- (ii) Acquisition, installation, and maintenance of seasonal decorations, ornamentation and lighting for the Property;
- (iii) Liaison and communication with the City of Everett, Snohomish County, and other governmental agencies with respect to issues of common concern to the Members;

(iv) Petitioning, liaison and communication with the City of Everett, Snohomish County, and other governmental agencies with respect to the creation of a Business Improvement Area as described in Section 9;

(v) Sponsorship and promotion of arts and cultural activities within or in the vicinity of the Property;

(vi) Meetings and other gatherings of residents of the Property for social, recreational, informational, or other purposes;

(vii) Professional management of the Master Association and the Common Area and other areas and items maintained pursuant to this Master Declaration;

(viii) Legal, accounting and other professional and consulting services for the Master Association;

(ix) General commercial liability and property damage insurance pursuant to Section 4.2, officers' and directors' liability insurance coverage, errors and omissions coverage for members of the Board, pollution liability insurance and construction pollution liability insurance in accordance with the LEIA, and such other insurance coverage as the Board may deem necessary or appropriate, including but not limited to any environmental insurance policies;

(x) Provision of security services for the Property, provided that the Master Association shall have no obligation whatsoever to provide such security services;

(xi) Other activities, events, or services for the common benefit of the Property and the Members, as determined by the Board from time to time in its sole discretion;

(xii) Contingency and reserve funds to pay for insurance premiums and deductibles, and for replacement, in whole or in part, of the Common Area and any Improvement located in, on, or under the Common Maintenance Area and any other Improvements for which the Board elects to collect reserve assessments. At all times, the amount of the contingency and reserve funds of the Master Association must be sufficient to pay for all environmental insurance premiums and deductibles as and when required under the LEIA.

(xiii) Funds for paying for and administering any long-term obligations assumed by the Master Association, such as, for example, obligations assumed pursuant to Section 6 of the Agreement for Use and Maintenance of Stormwater System and Grant of Easements dated as of June 30, 2021 recorded under Snohomish County recording number 202107080970, Section 9 of the Riverfront Boulevard Easements Agreement dated as of June 30, 2021 and recorded under Snohomish County recording number 202107010535, or Section 13 of the Consultant Agreement for Professional Services by and among the City, Riverfront Phase 1 LLC, and Herrera Environmental Consultants, Inc., dated on or about August 25, 2022.

6.2.3. Allocation of Assessments. All General Assessments shall be allocated among Members then subject to assessment in accordance with the Allocation Schedule attached hereto as Exhibit D.

6.2.4. Notice of General Assessments and Time for Payment. General Assessments shall be determined on an annual basis. Subject to amendment by the Board, the Master Association shall give



written notice to each Member as to the amount of the General Assessment with respect to each Lot on or before November 1 of each year for the calendar year commencing January 1 of the next year, and if no such notice is timely delivered then General Assessments for the prior year shall remain in effect until further notice from the Board. The General Assessment shall be due and payable in equal monthly installments or on such other basis as the Board shall determine.

6.3. Special Assessments. In addition to the General Assessments, the Board shall have the authority to levy Special Assessments to satisfy any actual or projected deficiency between the expenses of the Master Association and the amounts realized through General Assessments. If the aggregate Special Assessment for a fiscal year amounts to more than 15% of the budgeted General Assessment for that year, the written consent of holders of at least 50% of the voting power of the Master Association and the consent of the Declarant, if applicable, shall also be required. Prior to the Conversion Date, the Board shall also have the authority to levy Special Assessments for capital improvements or additions to the Common Maintenance Area or Improvements therein with the written consent of at least 50% of the voting power of the Master Association. Special Assessments shall be allocated in the manner described in Section 6.2.3. Special Assessments shall be payable as the Board may from time to time determine, within thirty (30) days after mailing notice thereof to the Members.

6.4. Limited Assessments. The Master Association may levy against any Member a Limited Assessment (a) equal to the costs and expenses incurred by the Master Association, including legal fees, for corrective action performed pursuant to this Master Declaration that is required as a result of the willful or negligent actions or omissions of such Member or Member's agents, family members, tenants, guests, contractors, or invitees, (b) that equitably reflects use of or benefit from any Common Maintenance Area by a Member or a Member's agents, family members, tenants, guests, contractors, or invitees that is disproportionate to the percentage of the total General Assessments allocable to the Member (or, in the case of a Member who is a Sub-Association member; allocable to such Member by such Member's Sub-Association), as determined by the Board in its sole discretion, or (c) against each Member for cost and expense of performing the maintenance, repair, restoration, replacement, and improvement activities described in Sections 4.1 and 5, if those costs apply to such Member's Lot or any Improvements located thereon, as determined by the Board in its sole discretion. The Master Association may begin to levy any Limited Assessments under this Section 6.4 prior to, upon, or following the levy of any General Assessment.

## 7. PROPERTY RIGHTS

7.1. Members' Use and Occupancy. Except as otherwise expressly provided in this Master Declaration or in the plat in which a Lot was platted or partitioned, the Owner of a Lot shall be entitled to the exclusive use and benefit of such Lot. Declarant and any representative of the Master Association authorized by the Master Association may at any reasonable time, upon reasonable notice to the applicable Member, enter upon any Lot for the purpose of performing the maintenance, repair, restoration, replacement, and improvement activities described in Sections 4.1 and 5 with respect to any Common Maintenance Area, whether a part of or adjoining such Lot; and as necessary for purposes of Design Review under Section 10. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in favor of the applicable Member. Declarant until Conversion Date, or the Master Association thereafter, may grant or assign easements and dedications over, or with respect to, any Common Area to municipalities or other utilities providing utility services, to communication companies, and to individuals, groups, entities or the public for purposes consistent with use of a mixed use center. Declarant until Conversion Date, or the Master Association thereafter, may partition off certain sidewalk areas and grant

them for use by specific Permitted Users, including without limitation restaurant tenants, as outdoor seating areas.

7.2. Intentionally Deleted.

7.3. Improvements in the Common Area. Declarant shall not be obligated to build any particular Improvement in the Common Area. Declarant's right to add Improvements in the Common Area shall not be restricted. Lot Owners shall cooperate with permitting, development, operation and maintenance/repair of Improvements located in Common Areas on or about their Lot(s).

7.4. Parking. There will one or more dedicated parking lots (or portions thereof) for (i) residential users and such residential parking lots may be closed to other users, (ii) retail users and such retail parking lots may be available to other retail users, and (iii) exclusive retail users of certain designated parking lot(s) and such parking lot(s) shall be closed to other retail users. The parking described in (ii) above shall be available on a "first come, first served" unassigned basis in common with Members and other Permitted Users at the Property and their employees, customers, guests and invitees, and other persons to whom the Master Association shall grant the right to use the same. The Master Association reserves the right to, at the Master Association's sole discretion: (a) designate portions of any parking lot for the retail users and the residential users; (b) reserve spaces for small and other size cars, disabled persons, and other particular tenants, customers and guest of tenants or other parties; (c) designate portions of the parking lots for retail employees, short term customers and guests; (d) adopt any system of parking stickers or passes that must be displayed; (e) restrict hours and use of the parking slots according to reasonable rules including time limitations; (f) require Members or Permitted User employees to park off-site; and (g) relocate the any reserved parking areas. In case of any violation of these rules or any other system or designation herein, the Master Association may also refuse to permit the violator to park, and may remove the vehicle owned or driven by the violator from the Property without liability whatsoever, at such violator's risk and expense.

7.5. Extent of Members' Rights. Subject to the provisions of this Master Declaration, covenant, restriction, or other document recorded against the Property, every Member and its Permitted Users shall have a right and nonexclusive easement of enjoyment in and to the Common Area, which easement shall be appurtenant to and shall pass with the title to every Lot and Unit. Notwithstanding the foregoing, the Declarant, or if after the Conversion Date, the Board, may restrict Common Area use and enjoyment to less than all of the Members and Permitted Users. No Member or Permitted User shall use the Common Area in a manner or for a purpose that causes an unreasonable disturbance of any other Owner. All use of the Common Areas shall be subject to the Rules and Regulations adopted by the Board from time to time. The rights and nonexclusive easements of enjoyment in the Common Area created hereby shall be subject to the following and all other provisions of this Master Declaration, including, without limitation, future easements granted by Declarant or the Master Association:

7.5.1. Master Association's Easements. Declarant and Affiliates grant to the Master Association the following easements over, under, and upon the Common Area:

(i) An easement for installation and maintenance of power, gas, electric, water, and other utility and communication lines and services, whether installed by Declarant or with the approval of the Board, and any such easement shown on any plat of the Property.

(ii) An easement for construction, maintenance, repair, restoration, replacement, improvement, and use of the Common Area and any Improvements thereon.

(iii) An easement for ingress and egress for the passage of motor vehicles, bicycles and pedestrians to and from the public and private roads within the Property.

(iv) An easement for parking of motor vehicles and bicycles.

(v) An easement for construction, maintenance, repair, restoration, replacement, improvement and use of fences, monuments, directional markers and signage.

(vi) An easement for construction, maintenance, repair, restoration, replacement, or improvement on the Property in connection with, or relating to, the Property's methane management and monitoring systems.

(vii) An access easement for the Board as necessary for the Board to perform its duties and obligations set forth herein, as the same may be amended or supplemented.

7.5.2. Declarant's Easements. So long as Declarant owns any Lot or Unit, and in addition to any other easements to which Declarant may be entitled, Declarant reserves an easement over, under, and across the Common Area in order to carry out development, construction, sales, and rental activities necessary or convenient for the development of the Property or the sale or rental of Lots, Units, or other units of the Property and for such other purposes as, in its sole discretion, may be necessary or convenient for discharging Declarant's obligations or for exercising any of Declarant's rights hereunder. These rights include the right of Declarant to use the Common Area for construction staging, storing of spoils and other activities necessary or convenient for Declarant's construction activities.

7.5.3. Utility and Other Municipal Easements. Declarant, until the Conversion Date, or the Master Association thereafter may (and, to the extent required by law, shall) grant or assign utility and access easements on the Common Area to municipalities or other utilities providing utility services and to communication companies, and the Master Association may grant free access thereon to police, fire, and other public officials and to employees of utility companies and communications companies serving the Property.

7.6. Alienation of the Common Area. The Master Association may not by act or omission abandon, partition, subdivide, encumber, sell or transfer the Common Area owned by the Master Association for the benefit of the Lots unless approved in writing by at least 75% of the voting power of the Master Association, and approved in writing by at least 75% of the holders of all unsatisfied Mortgages encumbering any portion of the Property. This provision shall not apply to a grant of the easements in the Common Area described herein or to dedications of Common Area to a government authority or utility, which shall not require approval of the Owners. A sale, transfer or encumbrance of the Common Area or any portion of the Common Area in accordance with this Section may provide that the Common Area so conveyed shall be released from all restrictions imposed on such Common Area by this Master Declaration. No such sale, transfer or encumbrance may, however, deprive any Lot of such Lot's right of access or support without the written consent of the Owner of such Lot. Changes to Common Areas may also require local governmental approvals.

7.7. Conversion to Common Area. Declarant may elect to build common facilities on any Lot owned by Declarant or part thereof and may designate such areas as Master Association Common Areas by recording a Supplemental Declaration executed by Declarant in the deed records of Snohomish County, Washington.

## 8. ADDITIONAL RESTRICTIONS AND DUTIES

8.1. Offensive or Unlawful Activities. No noxious or offensive activities shall be carried on upon the Property. No unlawful use shall be made of the Property or any part of it, and all applicable laws, zoning ordinances, health, fire and safety ordinances, regulations, requirements and directives of all governmental authorities having jurisdiction over the Property shall be observed. Development and construction activities by Declarant or its affiliates or by or on behalf of the Master Association shall not be considered to violate this Section.

8.2. Maintenance of Structures and Grounds. Each Owner shall maintain such Owner's Lot, Unit, Improvements and appurtenances thereon in a safe, clean and attractive condition, in a first class manner, and in such fashion as not to create a fire or other hazard. Such maintenance shall include, without limitation, painting, repair, and replacement of and care for roofs, gutters, downspouts, exterior building surfaces, glass, other building Improvements. Unless provided to the contrary herein, in Sub-Association governing documents, or by notice from the Declarant, the Owners are not responsible for maintaining and repairing Common Maintenance Areas (if any) located on the Owner's Lot but the Master Association's cost of same shall be deemed a cost payable by the Lot Owners pursuant to Association assessments. Specific rules on the trimming and cultivation of trees designed to preserve views within the Property may be adopted in the Rules and Regulations.

8.3. Vehicles in Disrepair. No Owner or Permitted User shall permit any vehicle that is inoperable, in an extreme state of disrepair or does not have a current operating license to be abandoned or parked upon any Lot or on the Common Area. A vehicle shall be deemed in an "extreme state of disrepair" when the Board reasonably determines that its presence would be offensive to the Permitted Users of the Property. Should any Owner or Permitted User fail to remove such vehicle within twenty-four (24) hours following the date on which notice is mailed or delivered to the owner of the vehicle by the Master Association (including by attachment to the vehicle), the Master Association may have the vehicle removed from the Property and charge the expense of such removal and storage to the owner of the vehicle.

8.4. Signs. No signs shall be erected or maintained on any Lot or the exterior of any building(s) or Improvements located thereon except signs that comply with the Comprehensive Signage Plan dated [ ] as approved by the City of Everett. In all events, signs must comply with applicable law. Signs erected or maintained by Declarant or its affiliates, agents, employees or contractors, or by or on behalf of the Master Association shall not be considered to violate this Section.

8.5. Rubbish and Trash. No Lot, Unit, or part of the Common Area shall be used as dumping ground for trash or rubbish of any kind. All garbage and the other debris and waste shall be kept in appropriate closed sanitary containers for proper disposal. All outdoor refuse collection areas shall be visually screened to the reasonable satisfaction of the Board so as to minimize visibility from neighboring properties or streets. No refuse collection area shall be permitted between the street and the front of any building. The containers and all grounds shall be maintained in a manner that will not attract or aid in the propagation of insects or vermin or create a health hazard. No Hazardous Substances shall be disposed of in any manner in the refuse collection area. Hazardous Substances that are to be removed from a Lot for reprocessing or disposal off site may be stored on the Lot for reasonable periods not exceeding sixty (60) days while removal is being arranged; however, those Hazardous Substances must be stored in appropriately designed and marked containers within enclosed buildings and in strict accordance with all applicable Environmental Laws. The storage of materials related to Declarant's or the Master Association's development or construction activities shall not be deemed to violate this Section 8.5. Should any Owner or occupant responsible for generating any trash or rubbish of any kind fail to remove it from the Property

where it was deposited within ten (10) days following the date on which notice is mailed or delivered to the Owner or occupant by the Master Association, the Master Association may have the trash or rubbish removed and charge the expense of removal to the Owner. Provided, however, if the Master Association reasonably believes the trash or rubbish presents a nuisance, health hazard or unreasonable restriction on commerce, the Master Association may have the trash or rubbish removed immediately and charge the expense of removal to the Owner.

8.6. Pest Control. No Owner shall permit any condition or thing to exist on any part of the Property that encourages, spreads, attracts or harbors infectious plant or animal diseases or noxious insects or vermin.

8.7. Temporary Structures. No structure of a temporary character, trailer, tent, shack, or other outbuilding shall be used on any Lot, and/or any Common Area located therein, at any time, either temporarily or permanently, without the prior written approval of the Board. Notwithstanding the foregoing, it is anticipated that certain Lots shall contain kiosk, jewel boxes, construction trailers, and/or food trucks will be allowed and the Board shall not unreasonably withhold approval of same. The placement and use of such temporary structures by Declarant or the Master Association related to special events or the development, construction, or sales activities of Declarant and its affiliates, agents, employees or contractors shall not be deemed to violate this Section 8.7.

8.8. Utilities and Antennae. No sewer, drainage, or utility lines, wires, or other devices for the transmission of electric or power shall be constructed, placed, or maintained anywhere in or upon the Property other than within Lots, without the prior written approval of the Board; locations within Lots (but not within buildings or other structures) shall be subject to review and approval by the Board. No device for the transmission or reception of telephone, television, microwave, or radio signals will be allowed within the Property unless the antenna dish or other such device is located and screened so as not to be visible from the ground level of neighboring streets within the Property. Nothing contained in this Section 8.8 shall be construed to prohibit the erection or use of temporary power or telephone facilities during construction or repair of Improvements. The restrictions contained in this Section 8.8 shall be effective only to the extent permissible under applicable laws and regulations, including, without limitation, regulations of the Federal Communications Commission regarding satellite dishes and antennae. The restrictions contained in this Section 8.8 shall not apply to the activities of Declarant or its affiliates, agents, employees or contractors.

8.9. Nuisances. No nuisance shall be permitted to exist or operate on any Lot. A “nuisance” shall include any condition that is offensive or detrimental, as determined by the Board in its reasonable discretion, to any Lot or its Owner or Permitted Users and any of the following conditions:

8.9.1. Any activity or occurrence that is not in strict compliance with any applicable federal, state or local law, regulation or ordinance adopted for the protection of the environment and the protection of public health and safety;

8.9.2. Any discharge into the storm sewer system, groundwater, other waterway or water feature of contaminated water, oil, grease, detergents or other improper liquids, solid wastes or harmful matter. No toxic waste, deleterious substance or improper materials of any kind, liquid or solid, shall be discharged into any public sewer serving the Property in violation of any regulation of any public body having jurisdiction over the public sewer;

8.9.3. Any escape or discharge of any fumes, odors, gases, vapors, steam, acids, or other substance into the atmosphere that the Board reasonably believes may be detrimental to the health, safety or welfare of any person or may interfere with the comfort of any persons within the Property or may be harmful to property or vegetation;

8.9.4. Any radiation or discharge of intense heat or glare (as determined by the Board in its reasonable discretion) from a Lot, unless such heat or glare is isolated within an enclosed or screened area within the Lot so that it is not discernable outside the Lot;

8.9.5. Any use that produces noise levels that exceed any limitations specified in any Rules and Regulations adopted by the Board governing the use of the Property;

8.9.6. Visible emissions of dust, dirt, steam, smoke or other particulates into the atmosphere (outside any building) that exceed any limitations specified in any Rules and Regulations adopted by the Board governing the use of the Property;

8.9.7. Any use that creates a ground vibration that is perceptible, without instruments, at any point outside the Lot on which it originates (however, the Common Maintenance Areas shall be excluded from this restriction);

8.9.8. Any disposal of Hazardous Substances on any Lot; and

8.9.9. Any use that the Board reasonably believes poses a significant increase in the risk of fire, explosion or other safety hazards.

Notwithstanding anything contrary contained in this Section 8.9, (i) ground vibration and/or noise that is produced by construction of the Improvements or any other construction on the Property as approved by the Declarant, Board, and/or Master Association and (ii) the release of any fumes, gases, vapors, and/or odors, in accordance with the requirements of any agreements or orders applicable to the Property's methane management and monitoring systems, including this Declaration, or the operation, use, maintenance and repair of such systems, shall not constitute a nuisance under this Section 8.9.

8.10. Use of Lots. Each Lot may be used only for commercial, retail, restaurant, educational, clinical, research, institutional, public, office, residential, recreational, entertainment, and parking uses permitted by the Master Plan, and such other uses as may be authorized by Declarant in writing, in its sole discretion, or after the Conversion Date by the Master Association, but in all events limited to those allowed by applicable law.

8.11. Master Association Rules and Regulations. The Master Association may, from time to time, adopt, modify or revoke nondiscriminatory Rules and Regulations governing the conduct of persons and the operation and use of the Property that the Master Association deems necessary or appropriate in order to ensure the peaceful and orderly use and enjoyment of the Property. The Board shall promptly deliver a copy of the Rules and Regulations and amendments, modification or revocation thereof, upon adoption, to each Member. The Owners and occupants of all affected Lots shall be bound by the Rules and Regulations, and amendments, modifications and revocations, upon the date of delivery. The method of adoption of such Rules and Regulations shall be as provided in the Bylaws of the Master Association.

8.12. Condition of Property. The Owner and occupants of all Lots shall at all times keep it and the Improvements and appurtenances thereon in a safe, clean and wholesome condition and comply, at its own expense, in all respects with applicable governmental, health, fire and safety ordinances, regulations,

requirements and directives, and the Owner and occupants shall at regular intervals remove at its expense any rubbish that may accumulate on the Lot. Any graffiti must be painted over or removed by the Owner of the affected Lot within twenty-four (24) hours, unless the Master Association has contracted for graffiti removal. Any exterior damage caused by vandalism or break-in must be secured and covered by the Owner of the affected Lot within two (2) business days.

8.13. Repair and Repainting. No Improvement on any Lot shall be permitted to fall into disrepair. Each Improvement shall at all times be kept in good condition, repair and appearance and be adequately painted, repainted or otherwise finished.

## 9. MORTGAGEE PROVISIONS.

9.1. Notices of Actions. If the first Mortgagee on any Lot has so requested of the Master Association in writing, the Master Association shall provide copies of any notice from the Master Association to any Owner or Member under this Master Declaration to such first Mortgagee simultaneously with the transmittal of same to such Owner or Member, including, without limitation, any notice of any condemnation loss or any casualty loss which affects a material portion of the Property or the Lot that is subject to such Mortgage, any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a Mortgage or of any default in the performance by the Owner of the encumbered Lot of any obligation under this Master Declaration or Bylaws of the Master Association.

9.2. Cure Rights of Mortgagees. Upon receipt of a notice from the Master Association of a default by the Owner of a Lot subject to a Mortgage, a Mortgagee that holds a Mortgage encumbering the Lot owned by the defaulting Owner may, but shall not be obligated to, cure any default of such Owner within thirty (30) days period following the expiration of the time period afforded an Owner under this Master Declaration to cure a breach. Notwithstanding the foregoing, with respect to any default of Owners under the Declaration that cannot be remedied without a Mortgagee obtaining possession of the Lot owned by such defaulting Owner, any cure period afforded a Mortgagee hereunder shall not commence until Mortgagee obtains possession of the Lot, so long as all monetary defaults which reasonably can be cured by Mortgagee by the payment of money are so cured, and provided that Mortgagee commences to exercise any rights to obtain possession or to effect foreclosure, and diligently pursues the exercise of such rights thereafter.

9.3. Furnishing of Documents. The Master Association shall make available to Mortgagees, at their request, current copies of the Declaration, Bylaws, Articles of Incorporation and Rules and Regulations.

9.4. No Priority. No provision of this Master Declaration gives or shall be construed as giving any Owner or other person priority over any rights of a first Mortgagee of a Lot in the case of the distribution to such Owner of insurance proceeds or condemnation awards for losses to or taking of the Common Area.

9.5. Consent of Mortgagees. Notwithstanding anything herein to the contrary, (a) neither Declarant nor any Owner may withdraw any Property or portion thereof from this Declaration or change the boundaries of any Lot or portion thereof, in each case, without the prior written consent of all Mortgagees holding any unsatisfied Mortgages duly recorded against any such Property or portion thereof, (b) no amendment of this Master Declaration shall be effective to terminate this Master Declaration or otherwise modify, change, limit or alter the rights expressly conferred upon Mortgagees in this Master Declaration with respect to any unsatisfied Mortgage duly recorded unless the amendment shall be consented to in writing by the holder of such Mortgage, and (c) the consent of the holders of at least 67%

of the unsatisfied Mortgages duly recorded against the Property shall be required in order to materially amend any of the provisions of this Master Declaration, which such consent shall not be unreasonably withheld. Notwithstanding the foregoing, for avoidance of doubt, non-material amendments to this Master Declaration may be made without consent of Mortgagees (it being agreed that amendments of the type described in the foregoing Section 9.5(b) shall be deemed material and require Mortgagee consent as provided therein). Any Mortgagee who receives a written request from the Master Association to respond to or consent to any action shall be deemed to have approved such action if the Master Association does not receive a written response from the Mortgagee within 30 days of the date of the Master Association's request, provided that such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

## 10. ARCHITECTURAL REVIEW COMMITTEE

10.1. Design Review. No application or request for approvals or permits for any Improvements shall be submitted to the City of Everett or any other authority for any Improvement and no Improvement shall be commenced, erected, placed, altered, or added to, on, within, or beneath the ground level of the Property until design plans and specifications showing the site layout, structural design, exterior elevations, exterior materials and colors, signs, landscaping, drainage, lighting, irrigation, utility facilities layout, and screening therefor have been submitted for review by the Architectural Review Committee and have been approved by the Architectural Review Committee in writing, which approval shall not be granted if the application or request would contradict the terms of the Design Guidelines. Notwithstanding the foregoing, any Owner may renovate, paint, or redecorate the interior of structures on the Owner's Lot without such approval. In addition, no approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. It is the intent and purpose of this Master Declaration to achieve a high standard of quality of workmanship and materials and to ensure harmony of external design with existing Improvements and anticipated future improvements and with location with respect to topography and finished grade elevations and other architectural features, and compliance with applicable laws.

10.2. Procedure. In all cases that require Architectural Review Committee review and approval or consent pursuant to this Master Declaration, the provisions of this Section 10 shall apply. The procedure and specific requirements for the Architectural Review Committee review and approval or consent shall be set forth in the Design Guidelines. The Board may establish and/or supplement any procedure or specific requirements under this Section 10.2, or define and describe design standards for the Property and uses therein, so long as any of the foregoing procedures, requirements, definitions, standards, or uses do not contradict the terms of the Design Guidelines. The Architectural Review Committee may charge a reasonable fee to the applicant to cover the cost of processing an application for its approval, including, without limitation, costs of obtaining professional review and advice related to the application. The Architectural Review Committee may avail itself of technical and professional advice and consultants as it deems appropriate, at the applicant's expense. Compliance with the design review process set forth in this Master Declaration is not a substitute for compliance with governmental building, zoning, and subdivision regulations, and each Owner is responsible for obtaining all governmental approvals, licenses, and permits as may be required prior to commencing construction.

10.3. Variance. The Architectural Review Committee may, but is not required to, authorize variances from compliance with any of its Design Guidelines when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations so require; *provided* that such authorization may be conditioned on separate approval of any such variances by the City of Everett. However, such variances may only be granted when unique circumstances exist and no such variance shall



(i) be effective unless in writing; (ii) be contrary to this Master Declaration; or (iii) estop the Architectural Review Committee from denying a variance in other circumstances. For purposes of this Section 10.3, the inability to obtain approval of any governmental agency, the inability to obtain issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

10.4. Committee Decisions. The Architectural Review Committee shall render its decision on an application for approval of an Improvement or any other proposal submitted to it for approval or consent within a reasonable period after the Architectural Review Committee has received a complete written application therefor. A complete application shall specify the approval or consent requested and be accompanied by all material reasonably required or desired by the Architectural Review Committee to make an informed decision on the application. If the Architectural Review Committee approves an application, it may not thereafter revoke, rescind, or materially modify its approval without the consent of the affected applicant. Within ten (10) business days after receipt of the ARC's written decision, an applicant may submit a written appeal to the Board. The Board shall respond to a timely appeal within thirty (30) days after the Board's receipt of such appeal request, indicating its decision in writing whether to uphold, modify or overturn the ARC's decision. The Board's decision shall be final. Modifications of approved applications shall require the Architectural Review Committee's review and consent.

10.5. Committee Discretion. The Architectural Review Committee may, at its sole discretion, withhold consent to any proposed Improvement if the Architectural Review Committee finds the proposed Improvement would be inappropriate for the particular Lot or incompatible with the design standards that the Architectural Review Committee intends for the Property. Consideration of siting, shape, size, color, design, height, solar access, impairment of the view from other Lots or Units, effect on the enjoyment of other Lots, Units, or the Common Area, environmental impact, variety of design, consistency of design, and any other factors that the Architectural Review Committee reasonably believes to be relevant may be taken into account by the Architectural Review Committee in determining whether to approve or condition its approval of any proposed Improvement. No approval of any Improvement shall serve as precedent requiring approval or waiver of the Architectural Review Committee's right to withhold approval in any other instance.

10.6. Membership, Appointment and Removal. The Architectural Review Committee shall consist of as many persons, but not less than three (3), as the Board may from time to time appoint. The Board may remove any member of the ARC from office at any time and may appoint new or additional members at any time. The Master Association shall keep on file at its principal office a list of the names and addresses of the members of the ARC. The Board may elect to approve the payment of reasonable compensation to members of the ARC who are not Owners or an Owner's representative for their services on the ARC. Members of the ARC who are Owners or Owner's representatives shall not be paid for serving on the ARC, but may be reimbursed for actual, reasonable out-of-pocket expenses incurred by such Committee member in the performance of such Committee member's duties under this Section 10. Notwithstanding the foregoing, Declarant reserves the right to appoint the members of the Architectural Review Committee and all replacement members until all of the initial Improvements have been constructed on the Lots and final occupancy certificates issued for all Lots.

10.7. Majority Action. The affirmative vote of a majority of the members of the Architectural Review Committee shall govern its actions and constitute the act of the Board under this Section. A quorum of the Architectural Review Committee shall consist of a majority of the Architectural Review Committee's members. The Architectural Review Committee may render its decision only by written instrument setting forth the action taken by the members consenting thereto.

10.8. Limitation of Liability. The Architectural Review Committee and the Board, as applicable, shall use reasonable judgment in approving or disapproving all plans and specifications submitted to it. Neither the Architectural Review Committee nor the Board, nor any individual Architectural Review Committee member or Board member, as applicable, shall be liable to any person or entity for any official act of the Architectural Review Committee or the Board in connection with submitted plans and specifications, except to the extent the Architectural Review Committee, the Board, as applicable, or any individual Architectural Review Committee member or Board member, as applicable, acted with bad faith. Approval by the Architectural Review Committee or Board, as applicable, does not necessarily ensure approval by any governmental agency. Notwithstanding that the Architectural Review Committee or Board, as applicable, has approved plans and specifications, neither the Architectural Review Committee or Board nor any of their members shall be responsible or liable to any Owner, contractor, or other person or entity with respect to any loss, liability, claim, or expense that may arise by reason of such approval. Neither the Architectural Review Committee or Board, as applicable, or any agent thereof, nor Declarant or any of their members, managers, employees, agents, affiliates or consultants, shall be responsible in any way for any defects in any plans or specifications submitted, revised, or approved in accordance with the provisions of this Master Declaration, nor for any structural or other defects in any work done according to such plans and specifications. None shall have any responsibility whatsoever for ensuring structural integrity or soundness of construction or modifications, completeness, nor for compliance with building codes or other governmental requirements. The Master Association shall indemnify, hold harmless, and defend the Architectural Review Committee and the Board, as applicable, and their members in any suit or proceeding that may arise by reason of any of the Architectural Review Committee's or Board's acts or omissions related to this Section 10 committed in good faith. The Master Association shall use all reasonable efforts to procure errors and omissions insurance coverage with respect to members of the Architectural Review Committee and the Board.

10.9. Nonwaiver. Consent by the Architectural Review Committee to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

10.10. Effective Period of Consent. The Architectural Review Committee's consent to any proposed Improvement shall automatically be revoked unless construction of the work has been commenced within two (2) years after issuance and is thereafter diligently pursued to completion or the Owner has applied for and received an extension of time from the Architectural Review Committee.

10.11. Estoppel Certificate. Within forty-five (45) days after written request therefor is delivered to the Architectural Review Committee by any Owner, and upon payment to the Architectural Review Committee of a reasonable fee, if any, fixed by the Architectural Review Committee to cover its costs, the Architectural Review Committee shall provide such Owner with an estoppel certificate executed by a member of the Architectural Review Committee and acknowledged, certifying with respect to any Lot owned by the Owner, that as of the date thereof, either: (i) all Improvements made or done upon or within such Lot by the Owner comply with this Master Declaration, or (ii) such Improvements do not so comply. If the estoppel certificate states that the Improvements do not comply, such certificate shall also identify the noncomplying Improvements and set forth with particularity the nature of such noncompliance. Any purchaser from the Owner, and any mortgagee, shall be entitled to rely conclusively on such certificate with respect to the matters set forth therein. If the Architectural Review Committee fails to respond to the request for such a certificate within the required forty-five (45) day period and the requesting Owner paid the required fee, if any, prior to expiration of the forty-five (45) day period, the certificate shall be deemed given, verifying that the Improvements on such Owner's Lot comply with this Master Declaration.

10.12. Activities of Master Association and Declarant. This Section 10 shall not apply to Improvements to the Common Area by or on behalf of the Master Association or the activities of Declarant and its affiliates with regard to Improvements located on its Lots.

10.13. Discontinuance of Review. After the initial Improvements have been constructed on a Lot, the Board may elect to exempt future Improvements on the Lot from review by the Architectural Review Committee. After the initial Improvements have been constructed on all of the Lots, the Board may elect to temporarily discontinue (for a definite or indefinite period of time) or permanently discontinue review by the Architectural Review Committee.

## 11. ENFORCEMENT

11.1. Use and Improvement Restrictions. In the event any Member shall violate or shall allow such Member's Permitted Users to violate any provision of this Master Declaration, any Supplemental Declaration, the Bylaws, or any Rules and Regulations adopted by the Master Association governing the use or improvement of Lots, Units, or the Common Area, then the Master Association, acting through the Board, may notify the Member in writing (which, in addition to the means provided for notice herein, in this case shall also include by email or fax) that the violations exist and that such Member is responsible for such violations, and may, after affording the Member reasonable notice and opportunity to be heard, do any or all of the following: (a) suspend the Member's voting rights for the period that the violations remain unabated, or for any period not to exceed sixty (60) days for any infraction of its Rules and Regulations, (b) impose reasonable fines upon the Member in the manner and amount the Board deems appropriate in relation to the violation, (c) bring suit or action against such Member to enforce this Master Declaration, the Bylaws or applicable Rules and Regulations, or (d) if the Master Association has notified the Member of required remedial or abatement action and the Member is unable or unwilling to comply with the Master Association's specific directives for remedy or abatement, or the Member and the Master Association cannot agree on a mutually acceptable solution within the framework and intent of this Master Declaration, within sixty (60) days after such notice, enter the offending Lot (which entry shall not subject the Master Association, the Board or Officers of the Master Association, or any agent or representative thereof to liability for trespass or any other claim for damages) and remove the cause of such violation, or alter, repair or change the item that is in violation of this Master Declaration in such a manner as to make it conform thereto and assess such Member for the entire cost of the work done, provided that no items of construction shall be altered or demolished in the absence of judicial proceedings. Nothing in this Section, however, shall give the Master Association the right to deprive any Member of access to and from such Member's Lot or Unit, as applicable.

11.2. Default in Payment of Assessments; Enforcement of Lien. If an assessment or other charge levied under this Master Declaration is not paid within thirty (30) days after its due date such assessment or charge shall become delinquent and shall bear interest from the due date until paid at the rate set forth below and, in addition, the Master Association may exercise any or all of the remedies described in Section 11.1, as well as any other remedy available to it by law or in equity. The Master Association shall have a lien against each Lot for any assessment levied against such Lot and any fines or other charges imposed under this Master Declaration or the Bylaws against the Owner of the Lot from the date on which the assessment, fine, or charge is due (but upon the creation of a condominium project on one or more Lots by the recordation of a condominium plat therefor, the lien will be imposed against the Units within such project, subject to the provisions of Section 6.1). The Master Association shall record a notice of lien in the deed records of Snohomish County, Washington, and may thereafter foreclose the lien in accordance with the provisions regarding foreclosure of liens under Washington law. The Master Association, through its duly authorized agents, may bid on the Lot or Unit at such foreclosure sale, and may acquire and hold,

lease, mortgage, and convey the Lot or Unit. If any assessment is payable in installments, the full amount of the assessment shall be a lien from the date the first installment of the Assessment becomes due. The Master Association may bring an action to recover a money judgment for unpaid assessments, fines, and charges under this Master Declaration without foreclosing or waiving its lien. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made. The Master Association shall also have any remedy available to it at law or in equity.

11.3. Subordination of Lien to Mortgages. The lien for assessments or charges provided for in this Master Declaration shall be subordinate to the lien of any mortgage or deed of trust on such Lot or Unit that was made in good faith and for value (any such mortgage or deed of trust, a "**Mortgage**") and which was recorded prior to the recordation of the Master Association's notice of lien. Sale or transfer of any Lot or Unit shall not affect the assessment lien; provided, however, that with respect to any lender who has requested the same in writing from the Master Association, the Master Association shall agree that the sale or transfer of any Lot or Unit subject to such lender's mortgage or deed of trust pursuant to a decree of foreclosure thereunder or pursuant to a proceeding, deed, or assignment in lieu of foreclosure shall extinguish the lien of an assessment, notice of which was recorded after the recording of the mortgage or trust deed. Any such sale or transfer, however, shall not release the Lot or Unit from liability for any assessments or charges thereafter becoming due or from the lien of such subsequent assessments or charges.

11.4. Interest, Expenses, and Attorneys' Fees. Subject to Section 11.2, any amount not paid to the Master Association when due in accordance with this Master Declaration shall bear interest from the date due until paid at a rate 8% per annum above the "prime rate" or "reference rate" offered by Bank of America or its successor as of the due date therefor, or at such other rate as may be established by the Board, but not to exceed the lawful rate of interest under the laws of the state of Washington. A late charge may be charged for each delinquent assessment in an amount established from time to time by resolution of the Board. In the event the Master Association files a notice of lien, the lien amount shall also include the recording fees associated with filing the notice, and a fee for preparing the notice of lien established from time to time by resolution of the Board. In the event the Master Association brings any suit or action to enforce this Master Declaration, the Bylaws or Rules and Regulations of the Master Association, or to collect any money due hereunder or to foreclose a lien, the Member-defendant shall pay to the Master Association all costs and expenses incurred by the Master Association in connection with the suit or action, including a foreclosure title report, and the prevailing party in such suit or action shall recover such amount as the court may determine to be reasonable as attorney fees at trial and upon any appeal or petition for review thereof. Except as permitted in the foregoing sentence or as otherwise required by law, no attorney fees or costs shall be recoverable for actions to enforce this Master Declaration, the Bylaws, or Rules and Regulations of the Master Association, whether arising in arbitration, mediation, judicial or administrative proceedings.

11.5. Non-exclusiveness and Accumulation of Remedies. An election by the Master Association to pursue any remedy provided for violation of this Master Declaration shall not prevent concurrent or subsequent exercise of any other remedy permitted hereunder. The remedies provided in this Master Declaration are not exclusive, but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable law to the Master Association. In addition, any aggrieved Member may bring an action against another Member or the Master Association to recover damages or to enjoin, abate, or remedy any violation of this Master Declaration by appropriate legal proceedings.

12. CASUALTY AND CONDEMNATION

12.1. Casualty. In the event of damage to or destruction of a part of the Common Area, the Master Association shall repair and restore the damaged or destroyed portions of the Common Area, unless holders of at least 75% of the voting power of the Master Association agree that the damaged or destroyed portions shall not be repaired or restored. All repair, reconstruction, rebuilding, or restoration shall begin with six (6) months following the damage or destruction and shall be diligently pursued to completion thereafter, unless work is delayed by causes beyond the reasonable control of the Master Association. If the proceeds of the insurance policies held by the Master Association are insufficient to fund the full cost of repair and/or restoration of the Common Area, the difference between the amount of such proceeds and such cost shall be charged to the Members as a Special Assessment pursuant to Section 6.3.

12.2. Condemnation. If any part of the Common Area shall be taken by any authority having the power of condemnation or eminent domain (or shall be sold under threat of condemnation), each Member shall be entitled to notice of such event. The Master Association shall represent the Members in negotiations with the condemning authority. The condemnation award shall be applied first to restoration of the Common Area not so taken (unless holders of at least 75% of the voting power of the Master Association agree that the remaining Common Area shall not be restored) and then to such other purposes as the Board may determine in its discretion (including payment to the Members). All repair, reconstruction, rebuilding, or restoration shall begin within six (6) months following the condemnation event and shall be diligently pursued to completion thereafter, unless work is delayed by causes beyond the reasonable control of the Master Association.

13. Intentionally Deleted.

14. MISCELLANEOUS

14.1. Term. The covenants, conditions and restrictions of this Master Declaration shall run until December 31, 2099, unless amended as herein provided. After December 31, 2099, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument approved by holders of at least 75% of the voting power of the Master Association which is recorded in the deed records of Snohomish County, Washington.

14.2. Amendment and Repeal.

14.2.1. Unless otherwise specifically provided herein, this Master Declaration, or any provision thereof, as from time to time in effect with respect to all or any part of the Property, may be amended or repealed by the vote of holders of at least 75% of the voting power of the Master Association, subject to the approval of the City, which approval shall not be unreasonably withheld, and if such approval is required pursuant to Section 14.4 below. Notwithstanding the foregoing, no amendment to this Master Declaration shall change the boundaries of any Lot or any uses to which any Lot or Unit is restricted or change the method of determining liability for common expenses, the method of determining the right to common profits or the method of determining voting rights of any Lot unless the Owners of affected Lots or Units unanimously consent to the amendment. In no event shall an amendment pursuant to this Section create, limit, or diminish Declarant's special rights without the consent of all the Declarant prior to the Conversion Date.

14.2.2. Any such amendment or repeal shall become effective only upon recordation in the deed records of Snohomish County, Washington of a certificate of the chairperson and secretary of the

Master Association setting forth in full the amendment, amendments, or repeal so approved and certifying that said amendment, amendments, or repeal have been approved in the manner required by this Master Declaration.

14.3. Amendment by Declarant. Notwithstanding anything to the contrary herein, but only with the prior written approval of the City, which approval shall not be unreasonably withheld, and if such approval is required under Section 14.4 below, the Declarant may amend this Master Declaration in order to comply with any applicable statute, ordinance or regulation, court ruling, or any requirements of the Federal Housing Administration of the United States, the Veterans Administration, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Loan Corporation, any department, bureau, board, commission or agency of the United States or the state of Washington, or any other state in which the Lots are marketed and sold or any corporation wholly owned, directly or indirectly, by the United States or the state of Washington, or such other corporation wholly owned, directly or indirectly, by the United States or the state of Washington or any local governmental agency, the approval of which entity is required in order for it to insure, guarantee or provide financing in connection with development of the Property and sale of Lot or which regulates the development or sale of real property. In addition, at any time prior to the Conversion Date, but only with the prior written approval of the City, which approval shall not be unreasonably withheld, if such approval is required under Section 14.4 below, Declarant may unilaterally amend this Declaration for any other purpose, provided that the amendment has no material adverse effect (as determined by Declarant in its reasonable discretion). No such Declarant's amendment shall require approval by any other Member.

14.4. City Approval of Repeal/Amendment. Notwithstanding anything to the contrary herein, the City's prior written approval is required for amendment or repeal, which amendment or repeal shall not contradict the terms and provisions of the LEIA, of any of the following instruments and documents to be effective:

14.4.1. Any provision of this Master Declaration pertaining to (i) the governance, organization, or operation of the Master Association, (ii) the obligations of the Master Association or its Members or Owners pursuant to the terms and provisions of the LEIA or (iii) any provision of this Master Declaration to which the City is third party beneficiary pursuant to Section 14.16 hereof;

14.4.2. Any organizational or governing document (including without limitation the Articles and Bylaws) of the Master Association to the extent that such amendment or repeal would (i) materially impair the Master Association's or its Members ability to comply with the terms and provisions of the LEIA or comply with any of the provisions of this Master Declaration referred to in subsection (a) of this Section 14.4, (ii) change the Master Association so that membership in the Master Association did not run with ownership of a fee interest in a lot or parcel of land within the Landfill Pad, subject to the exceptions thereto in the LEIA, or (iii) change the rights of the City representative described in Section 3.6 hereof; or

14.4.3. Any real estate covenants to which the City is not a party that pertain to the obligation of Owners to participate in and contribute to the Master Association.

The City's approval of any of the foregoing shall not be unreasonably withheld so long as they do not materially and adversely affect the City.

14.5. Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally, by messenger, or by overnight delivery service. Notices

shall be addressed to any person at the address given by such person to the Master Association for the purpose of service of such notice, or to the residence of such person (or, in the case of an entity, the registered agent for such entity) if no address has been given to the Master Association. Such address may be changed from time to time by notice in writing to the Master Association.

14.6. Right of Enforcement. Except as otherwise provided herein, any Member covered by this Master Declaration shall have the right to enforce any or all of the provisions hereof against any property covered by this Master Declaration, the Owners thereof, the Master Association, and the Members. The provisions of this Master Declaration referencing a Mortgagee or giving a Mortgagee specific rights shall be enforceable by any such Mortgagee and any such Mortgagee shall be a third-party beneficiary with respect to all such provisions of this Master Declaration.

14.7. No Fiduciary Standard. In no event shall Declarant or any of Declarant's agents, employees, officers, affiliates or contractors be deemed to be a fiduciary of the Owners, any sub-association or member thereof or be held to a fiduciary standard with respect to activities hereunder.

14.8. Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

14.9. Joint Owners. In any case in which two or more persons share the ownership of any Lot or Unit, regardless of the form of ownership, the responsibility of such persons to comply with this Master Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest.

14.10. Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the rights to enforce any such provision or any other provision of said restrictions.

14.11. No Partition. There shall be no judicial partition of the Common Area. No person or entity shall seek any judicial partition unless the Property or such portion thereof have been removed from the provisions of this Master Declaration.

14.12. Security. The Master Association shall have no responsibility for safety and security matters within the Property, although the Master Association may, in its sole discretion, elect to provide security services for the Property. Neither the Master Association nor Declarant shall in any way be considered insurers or guarantors of security for the Property nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of ineffectiveness of security measures undertaken. No representation or warranty is made that any security measures cannot be compromised or circumvented, nor that any such security measures undertaken will in all cases prevent loss or provide the protection for which the measures are intended. Each owner acknowledges and understands that the Master Association, its Board of Directors and committees, and Declarant are not insurers and that each person using the Property assumes all risks for loss or damage to persons, Lots, Units, and the contents of Units resulting from acts of third parties.

14.13. Indexing. Whenever any dollar amount is specified in these Bylaws, such amount shall be automatically adjusted each January 1 based upon any changes in the Consumer Price Index—All Items—for all urban consumers published by the U.S. Bureau of Labor Statistics (or any generally accepted substitute for such index, if such index shall be discontinued) using the index for December, 20\_\_\_\_, as the base year.

14.14. Restrictions Severable. Each of the provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

14.15. Interpretation. In construing this Master Declaration, it is understood that if the context so requires the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply generally to one or more individuals and/or corporations, limited liability companies and partnerships. All captions and Section headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Master Declaration. Any use of the term “including” shall mean “including but not limited to.”

14.16. City as Third-Party Beneficiary. The City shall be a third-party beneficiary with respect to all provisions of this Master Declaration referencing the City or giving it approval rights or referencing assessments for obligations pertaining to the LEIA or pertaining to other agreements to which the Master Association and the City are parties, including without limitation the assessments in Section 6.22(ix), (xii) and (xiii) hereof and the insurance requirements of Section 4 hereof, which Section 4 requirements reflect the Master Association’s obligations to be responsible for the cost of maintaining insurance coverage required pursuant to Section 13.3.3 of the LEIA.

*[Remainder of page left blank; signature page(s) follows.]*



EXECUTED as of the date first above written by duly authorized officers of the parties hereto, intending to be legally bound hereby.

DECLARANT:

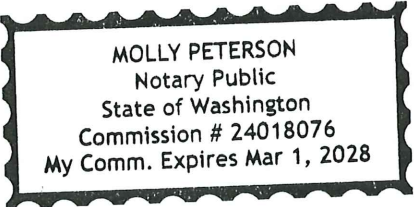
Riverfront Phase 1 LLC.  
a Washington limited liability company,  
by its authorized signatory:

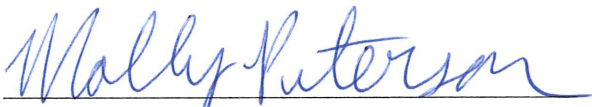
By:   
Name: Derek Straight  
Title: authorized signatory

STATE OF Washington :  
COUNTY OF King : SS.

On this, the 10<sup>th</sup> day of Sept, 2024, before me a notary public, the undersigned officer, personally appeared Derek Straight, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.




  
Notary Public  
My commission expires 3/1/2028

*[Remainder of page intentionally left blank; signatures continue on following page]*

AFFILIATES:

Riverfront Commercial Investment, L.L.C.  
a Washington limited liability company,  
by its authorized signatory:

By:


  
Name: Derek Straight  
Title: authorized signatory

STATE OF Washington :  
COUNTY OF King : SS.

On this, the 10<sup>th</sup> day of Sept, 2024, before me a notary public, the undersigned officer, personally appeared Derek Straight, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.



  
Notary Public  
My commission expires 3/1/2028

*[Remainder of page intentionally left blank; signatures continue on following page]*

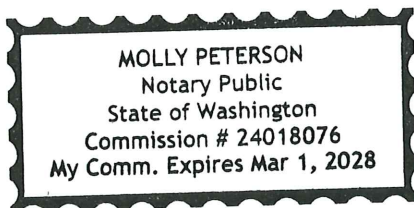
Riverfront Phase 2 LLC.  
a Washington limited liability company,  
by its authorized signatory:


By:   
Name: Derek Straight  
Title: Authorized Signatory

STATE OF Washington :  
COUNTY OF King : SS.

On this, the 10<sup>th</sup> day of Sept, 2024, before me a notary public, the undersigned officer, personally appeared Derek Straight, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.



  
Notary Public  
My commission expires 3/1/2028

*[Remainder of page intentionally left blank; signatures continue on following page]*

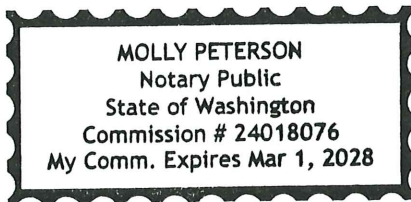
Riverfront Phase 3 LLC  
a Washington limited liability company,  
by its authorized signatory:


By:   
Name: Derek Straight  
Title: authorized signatory

STATE OF Washington :  
COUNTY OF King : SS.

On this, the 10<sup>th</sup> day of Sept., 2024, before me a notary public, the undersigned officer, personally appeared Derek Straight, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.



  
Notary Public  
My commission expires 3/1/2028

*[Remainder of page intentionally left blank; signatures continue on following page]*

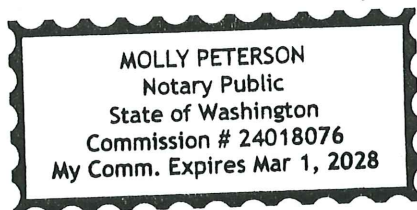
Riverfront Phase 4 LLC  
a Washington limited liability company,  
by its authorized signatory:


By:   
Name: Derek Straight  
Title: authorized signatory

STATE OF Washington :  
COUNTY OF King : SS.

On this, the 10<sup>th</sup> day of Sept, 2023, before me a notary public, the undersigned officer, personally appeared Derek Straight, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.


In witness hereof, I hereunto set my hand and official seal.



  
Notary Public  
My commission expires 3/1/2028

*[Remainder of page intentionally left blank; signatures continue on following page]*

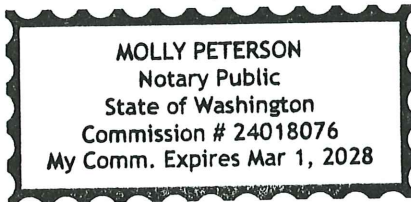
Riverfront Grocer LLC  
a Washington limited liability company,  
by its authorized signatory:

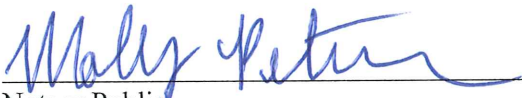
By:   
Name: Derek Straight  
Title: authorized signatory

STATE OF Washington :  
COUNTY OF King : SS.

On this, the 10<sup>th</sup> day of Sept, 2021, before me a notary public, the undersigned officer, personally appeared Derek Straight, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.




  
Notary Public  
My commission expires 3/1/2028

*[Remainder of page intentionally left blank; signatures continue on following page]*



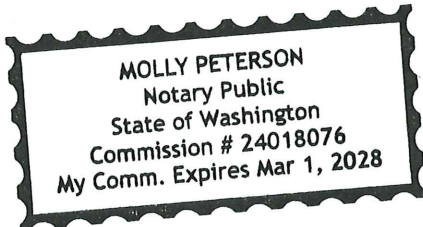
Riverfront Theater LLC  
a Washington limited liability company,  
by its authorized signatory:


By:   
Name: Derek Straight  
Title: authorized signatory

STATE OF Washington :  
COUNTY OF King : SS.

On this, the 10<sup>th</sup> day of Sept, 2023, before me a notary public, the undersigned officer,  
personally appeared Derek Straight, known to me (or satisfactorily proven) to  
be the person whose name is subscribed to the within instrument, and acknowledged that he/she  
executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

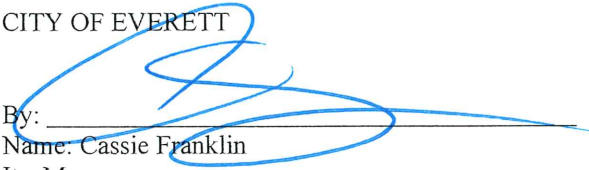


  
Notary Public  
My commission expires 3/1/2028

CITY OF EVERETT APPROVAL

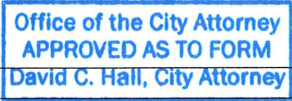
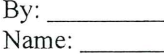
Approved for purposes of Section 13.3 of the LEIA and no other purpose:

CITY OF EVERETT

By:   
Name: Cassie Franklin  
Its: Mayor

APPROVED AS TO FORM  
(for purposes of Section 13.3 of the LEIA and no other purpose)

OFFICE OF THE CITY ATTORNEY

By:   
Name:   
Its: \_\_\_\_\_

ATTEST

OFFICE OF THE CITY CLERK

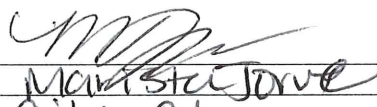
By:   
Name: Mary Staci Jorve  
Its: City Clerk



EXHIBIT A

Legal Description of the Property

LOTS 1-4, 6-13, AND 16 OF CITY OF EVERETT BOUNDARY LINE ADJUSTMENT NO. BLA20-008, RECORDED ON NOVEMBER 24, 2020, UNDER SNOHOMISH COUNTY RECORDING NO. 202011245001.

LOTS 5, 15, AND 17 OF CITY OF EVERETT BOUNDARY LINE ADJUSTMENT NO. BLA18-010, RECORDED ON NOVEMBER 15, 2019, UNDER SNOHOMISH COUNTY RECORDING NO. 2019111550003.

LOTS 15 AND 16 OF CITY OF EVERETT BOUNDARY LINE ADJUSTMENT NO. BLA08-004 RECORDED ON APRIL 8, 2008, UNDER SNOHOMISH COUNTY RECORDING NO. 200804085006.

## EXHIBIT B

### Affiliate Property

#### Riverfront Grocer LLC

Lot 12 of City of Everett Boundary Line Adjustment No. BLA20-008, recorded on November 24, 2020 under Snohomish County Recording No. 202011245001

#### Riverfront Theater LLC

Lot 5 of City of Everett Boundary Line Adjustment and Record of Survey, BLA18-010, recorded under Snohomish County Recording Number 201911155003 on November 15, 2019

#### Riverfront Phase 2 LLC

Lot 1 and Lot 4 of City of Everett Boundary Line Adjustment No. BLA20-008, recorded on November 24, 2020 under Snohomish County Recording No. 202011245001

#### Riverfront Phase 3 LLC

Lot 7, Lot 8, Lot 11, Lot 13, and Lot 16 of City of Everett Boundary Line Adjustment No. BLA20-008, recorded on November 24, 2020 under Snohomish County Recording No. 202011245001; Lot 17 of City of Everett of Boundary Line Adjustment No 18-010, recorded on November 15, 2019 under Snohomish County Recording No. 2019111550003

#### Riverfront Phase 4 LLC

Lot 2 and Lot 3 of City of Everett Boundary Line Adjustment No. BLA20-008, recorded on November 24, 2020 under Snohomish County Recording No. 202011245001

#### Riverfront Commercial Investment, L.L.C.

Lot 15 and Lot 16 of City of Everett Boundary Line Adjustment No. 08-004, recorded on April 8, 2008 under Snohomish County Recording No. 200804085006; Lot 15 of City of Everett of Boundary Line Adjustment No 18-010, recorded on November 15, 2019 under Snohomish County Recording No. 2019111550003

## EXHIBIT C

### Site Plan and Depiction of Property

EXHIBIT C

SITE PLAN

Approved site plan is not in recordable form. The approved site plan is on file with the  
City of Everett

## EXHIBIT D

### Allocation Schedule

General Assessments shall be allocated among the Lots based on the rentable square footage of space located on each Lot.