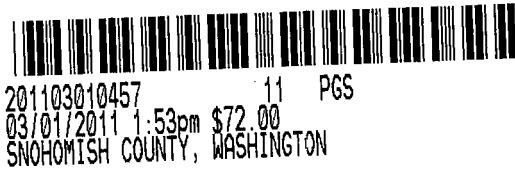


After Recording, Return to:

Ronald G. Housh
Ronald G. Housh, P.S.
800 Fifth Avenue, Suite 4000
Seattle, Washington 98104



DOCUMENT TITLE:	Amended and Restated Declaration Including Amendment No. 3 to Declaration of Covenants, Conditions and Restrictions for Pioneer Trails
REFERENCE NUMBER(S):	8711040290 Declaration of Covenants, Conditions and Restrictions for Pioneer Trails 8810050176 Re-recording of Declaration of Covenants, Conditions and Restrictions for Pioneer Trails 8810050177 Amendment No. 1 to Declaration of Covenants, Conditions and Restrictions for Pioneer Trails 8810055005 Plat of Pioneer Trails Division 2 9101280382 Amendment No. 2 to Declaration of Covenants, Conditions and Restrictions for Pioneer Trails
GRANTOR(S):	Pioneer Trails Homeowners Association
GRANTEE(S):	Pioneer Trails Homeowners Association
LEGAL DESCRIPTION:	Plat recorded in Volume 48 of Plats, pages 232 to 237, records of Snohomish County, WA.

**AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
PIONEER TRAILS**

Pursuant to Section 8.7 of the Declaration of Covenants, Conditions, and Restrictions for Pioneer Trails, recorded under Snohomish County Auditor's File No. 8711040290 and as amended by Amendments previously recorded under Snohomish County Recording Nos. 8810050177 and 9101280382, the undersigned, being the President and Secretary of Pioneer Trails Owners Association do hereby declare that a Third Amendment to the Declaration has been approved by a majority of the Board of Directors and by not less than seventy percent (70%) of all Lot Owners revising Section 6.8 and deleting in its entirety Section 8.14 as set forth hereafter.

This AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PIONEER TRAILS sets forth the revisions pursuant to the Third Amendment and fully and completely restates the Declaration with the inclusion of the revisions made pursuant to Amendment No. 1 and Amendment No. 2.

**ARTICLE I.
DEFINITIONS**

Section 1.1 "Association" shall mean and refer to PIONEER TRAILS HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 1.2 "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.3 "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of members of the Association.

Section 1.4 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or maps of the properties with the exception of the Common Area contained therein.

Section 1.5 "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 1.6 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, except that purchasers under a real estate contract shall be deemed the "owner," as against the contract

seller. Those having an interest merely as security for the performance of an obligation shall not be deemed an "owner" as herein provided.

Section 1.7 "Declarant" shall mean and refer to PIONEER PROPERTIES, INC., its successors and assigns.

Section 1.8 "General Plan" as approved by the County of Snohomish shall mean the preliminary and final plat for planned residential development and contain: (a) a general indication of the size and location of additional development phases and proposed land uses in each; (b) the approximate size and location of common properties proposed; (c) the general nature of proposed common facilities and improvements.

ARTICLE II. ANNEXATION OF ADDITIONAL PROPERTIES

Section 2.1 Annexation of additional property other than that included in the General Plan referred to in Section 1.8 above, when requested by the owner or owners of such additional property shall require the assent of two-thirds (2/3) of the members at a meeting duly called for the purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting, setting forth the purpose of the meeting. The presence of members or of proxies entitled to cause sixty percent (60%) of votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum for the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two-thirds (2/3) of the membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

Subsequent divisions of Pioneer Trails which encompass property identified in the General Plan shall not be considered annexations subject to this Article. Rather, such divisions, when developed, shall constitute "lots" and "properties" and the respective owners thereof shall be the "members" of the Association.

ARTICLE III. MEMBERSHIP

Section 3.1 Every person or entity who is an "owner" of record of any lot which is subject by covenants of record to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership for a particular lot. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership shall be the sole qualification for membership.

ARTICLE IV. VOTING RIGHTS

Section 4.1 Each member shall have one vote for each lot owned whether improved or not. When more than one person holds such interest in any lot, all such persons shall be

members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE V. PROPERTY RIGHTS

Section 5.1 Member's Easements of Enjoyment. Every member shall have a nonexclusive right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed lot, subject to the following provisions:

- (a) the right of the Association to limit the number of guests of members;
- (b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) the right of the Association to borrow money for the purpose of improving the Common Area and facilities and in aid thereof convey a security interest in said property, and the rights of such security holder in said properties shall be subordinate to the rights of the homeowners hereunder;
- (d) the right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during such times any assessment against his/her Lot remains unpaid; and for a period not to exceed 180 days for an infraction of its published rules and regulations;
- (e) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days nor more than 60 days in advance;
- (f) the right of members from subsequent divisions of Pioneer Trails, when developed, to use and enjoy the common area consistent with the rights and responsibilities set forth herein.

Section 5.2 Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Association subject to encumbrances and liens arising by virtue of development of the property as well as easements for utilities including maintenance thereof and the right of the public to make necessary slopes for cuts or fills in the reasonable original grading of public ways dedicated in the plat.

**ARTICLE VI.
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 6.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, and (b) special assessments for capital improvements, as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them. Subsequent divisions of Pioneer Trails shall not be subject to assessment until after the final plat(s) therefor is recorded.

Section 6.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area and of the homes situated upon the Properties.

Section 6.3 Maintenance Charges. The Board of Directors of the Association shall have the right and power to subject the property situated in the plats of Pioneer Trails, except the common areas, to a monthly maintenance charge. In addition, the Board shall have the right to subject the lots within any division of the plats of Pioneer Trails which are serviced by a private road or roads, to a separate monthly maintenance charge in order to create a fund for the purpose of maintaining and periodically resurfacing said private road or roads. At the discretion of the Board of Directors of the Association, the monthly charge may be aggregated and billed annually or for any portions of a year. Commencing on January 1, 1988, the maximum general monthly assessment on all lots shall be \$15.00 per lot. When commenced, the maximum monthly assessment for road purposes upon Lots 55 through 65 of Division 2 shall be \$4.00 per lot. On the same day of each year thereafter, each owner of property in Pioneer Trails, other than the Declarant, shall pay to the Association, in advance, the maintenance charges against his property, and such payments shall be used by the Association to create and continue a maintenance fund to be used by the Association as hereinafter stated. The charge will be delinquent when not paid within thirty (30) days after it becomes due. In the event that an owner acquires title to a property in Pioneer Trails after the annual due date for the maintenance charge, then such owner shall be given a pro-rata credit for the annual maintenance charge from the due date to the date on which said owner acquires title, or becomes a contract purchaser.

The annual general charge may be increased or decreased from year to year by the Board of Directors as the needs of the property in its judgment may require, but in no event shall the increase in any other year exceed the sum of ten (10) mills on the dollar assessed valuation of the common areas only and any improvements constructed thereon, exclusive of personal property as fixed each year by the Snohomish County Assessor for county taxation purposes. The annual special charge for Lots 55 through 65 of Division 2 may be increased or decreased from year to year by the Board of Directors as the Board, in its discretion, determines but only in proportion to the increase in the annual general charge.

Section 6.4 Uses of the Maintenance Fund(s). The General Maintenance Fund may be used:

To pay real property taxes and insurance for the Common Area and for lighting, improving and maintaining the streets and dedicated right of way areas maintained for the general use of the owners and occupants of the land included in Pioneer Trails;

For operating and maintaining any storm water drains now or hereafter constructed in such subdivision that are not or will not be under the direct supervision of the state or county;

For employing policemen and watchmen;

For establishing and maintaining any park or recreational facilities on the Common Areas of Pioneer Trails; and

For doing any other thing necessary or desirable in the opinion of the Board of Directors of the Association, to keep the property neat and in good order and to eliminate fire hazards, or which in the opinion of the Board of Directors may be of general benefit to the owners or occupants of the land included in Pioneer Trails.

The separate maintenance fund generated from and for the benefit of Lots 55 through 65 in Division 2 may be used for improving, maintaining, and periodically resurfacing the private roadway upon which each of said lots fronts.

Section 6.5 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting for the purpose of the meeting.

The Association may also levy in any assessment year a special assessment applicable to that year only upon the lots in any division of the Plat of Pioneer Trails which is serviced by a private road or roads for the purposes of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of said road or roads, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members of such subdivision who are voting in person or by proxy in a meeting duly called for that purpose, written notice of which shall be sent to all such members not less than 30 days or more than 60 days in advance of the meeting, which notice shall set forth the purpose of the meeting.

Section 6.6 Effect of Nonpayment of Assessments and Special Assessments for Capital Improvements: Remedies of the Association. The Association shall have a lien on all the lots in Pioneer Trails to secure the payment of maintenance charges due and to become due, and the record owners of such lots shall be personally liable for all maintenance charges. The Association may bring an action at law against the Owner personally obligated to pay the same including the cost of foreclosing the lien against the property, plus interest, costs and

reasonable attorney fees of any such action. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his/her Lot.

Upon demand, the Association shall furnish to any owner or mortgagor or other interested person a certificate showing the unpaid maintenance charges against any lot or lots.

Section 6.7 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 6.8 Quorum for Action. The required quorum for any meeting of members of the Association shall be set forth in the Bylaws of the Association.

Section 6.9 Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Trustees shall fix the amount of the annual assessment. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6.10 Subordination of the Lien to Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any mortgage, mortgages or deed of trust, and the Association will, upon demand, execute a written subordination in accordance with this paragraph. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or proceeding in lieu of foreclosure thereof, or trust deed or sale under deed of trust shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 6.11 Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Areas.

ARTICLE VII. ARCHITECTURAL CONTROL

Section 7.1 Before any building is erected, placed or altered upon any lot, notice of intent to build or locate such structure shall be filed with the ARCHITECTURAL CONTROL COMMITTEE. The ARCHITECTURAL CONTROL COMMITTEE, within five days from receipt of such notice, may require the submission by the applicant or owner of the construction plans and specifications and a plan showing the location of the structure. In the event of such requirement, no building shall be erected, placed or altered upon any lot until such plans have been approved by the ARCHITECTURAL CONTROL COMMITTEE as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. All dwellings shall have shake roofs unless written permission is obtained from the ARCHITECTURAL CONTROL COMMITTEE.

Section 7.2 No fence or wall shall be permitted between the front portion of the house and the roadway right-of-way, except that decorative fences having a height not exceeding three feet may be constructed in said areas. All fences in the front and/or back yard shall be of wood material. The decision of the ARCHITECTURAL CONTROL COMMITTEE shall be final and binding upon all parties. Approval shall be as provided in the paragraphs next below.

Section 7.3 The ARCHITECTURAL CONTROL COMMITTEE of the subdivision of Pioneer Trails shall be comprised as follows:

Two, but not more than five members nominated from the Pioneer Trails Homeowners Association membership or volunteers from that membership and selected by the Board of Directors.

In the event that any of the members of the ARCHITECTURAL CONTROL COMMITTEE selected in the manner set forth above are unwilling or unable to continue service on that committee, a replacement member shall be designated consistent with the method of selection set forth above.

Section 7.4 The ARCHITECTURAL CONTROL COMMITTEE shall act within fifteen (15) days of the date all plans and documents requested have been submitted to the committee. If the committee fails to act within such time period, its consent shall be deemed to have been given.

ARTICLE VIII. USE RESTRICTIONS

Section 8.1 The area covered by these covenants is the entire area described above.

Section 8.2 No lot shall be used except for residential purposes. No building shall be erected, placed or permitted to remain on any lot other than one detached single-family dwelling with a minimum double attached garage.

Section 8.3 Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Section 8.4 No noxious or offensive activity shall be carried upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 8.5 No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

Section 8.6 No goods, equipment, or vehicle (including buses or trailers of any description) shall be dismantled or repaired outside any building or residential lot.

Section 8.7 The land owners at no time shall keep or permit to be kept on their premises or street area any house trailers, trucks (excluding pickup trucks of one ton or less), campers, mobile homes, boats or boat trailers, unless housed within a garage or suitably screened from view from the street or park area, except with the approval of the ARCHITECTURAL CONTROL COMMITTEE.

Section 8.8 No visible radio or television antenna shall be permitted without the written approval of the ARCHITECTURAL CONTROL COMMITTEE. All exposed fireplaces shall be of brick or quarry stone material or the same as the exterior and specifically not cement block.

Section 8.9 Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting and front yard landscaped within nine months from the date of start of construction.

Section 8.10 No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Section 8.11 No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept; PROVIDED they are not kept, bred or maintained for any commercial purpose.

Section 8.12 No Lot or Common Area shall be used or maintained as a dumping ground for rubbish, debris, salvage, garbage, trash, equipment, cars, vehicles or other waste; trash, garbage or other waste shall not be kept except in sanitary containers. No yard rakings such as rocks, roots, dead grass, and other materials accumulated as a result of landscaping shall be dumped on any Common Area, other Lot or into streets. The proper removal and disposal of all such materials shall be the sole responsibility of individual lot owners. The Association, through the Board of Trustees, shall have the power to assess any lot owner responsible for abusing said Common Areas as stated above by disposing such said materials or damaging any vegetation. The Board of Trustees may have any of the above-stated infractions repaired, replaced and/or removed as it sees fit.

Section 8.13 No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

Section 8.14 Deleted.

Section 8.15 The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 8.16 Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 8.17 The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. the covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than eighty percent (80%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy percent (70%) of the Lot Owners. Any amendment must be properly recorded.

**ARTICLE IX.
COMMON AREA MAINTENANCE**

Section 9.1 The Association, through the Board of Directors, shall preserve and maintain all Common Areas in the natural setting and in close conformity to the condition at the time Declarant conveyed the same to the Association. All pathways are to be kept open and free of all obstacles for safe access by all members.

IN WITNESS WHEREOF, the undersigned have hereunder affixed their signatures.

DATED this 16th day of February, 2011.

PIONEER TRAILS HOMEOWNERS ASSOCIATION

By: Christine Kern
Christine Kern, President

CERTIFICATE OF SECRETARY

THE UNDERSIGNED hereby certifies that he/she is the Secretary of PIONEER TRAILS HOMEOWNERS ASSOCIATION, and that the foregoing-described Third Amendment to the Declaration of Covenants, Conditions, and Restrictions for Pioneer Trails has been approved by a majority of the Board of Directors, by not less than seventy percent (70%) of the total Lot Owners and that this AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PIONEER TRAILS sets forth the revisions pursuant to the Third Amendment and fully and completely restates the Declaration with the inclusion of the revisions made pursuant to Amendment No. 1 and Amendment No. 2 .

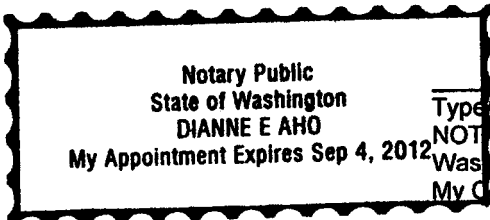
PIONEER TRAILS HOMEOWNERS ASSOCIATION

By: Genevieve M. Edgeworth
Genevieve M. Edgeworth, Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Christine Kurn is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledge it as the President of PIONEER TRAILS HOMEOWNERS ASSOCIATION to be the free and voluntary at of such party for the uses and purposes mentioned in the instrument.

DATED 2.16.2011



Dianne Aho

Type/Print Name: Dianne Aho
NOTARY PUBLIC in and for the State of
Washington, residing at Snohomish
My Commission Expires: 9.4.2012

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Genevieve Edgeworth is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledge it as the Secretary of PIONEER TRAILS HOMEOWNERS ASSOCIATION to be the free and voluntary at of such party for the uses and purposes mentioned in the instrument.

DATED 2.16.2011



Dianne Aho

Type/Print Name: Dianne Aho
NOTARY PUBLIC in and for the State of
Washington, residing at Snohomish
My Commission Expires: 9.4.2012