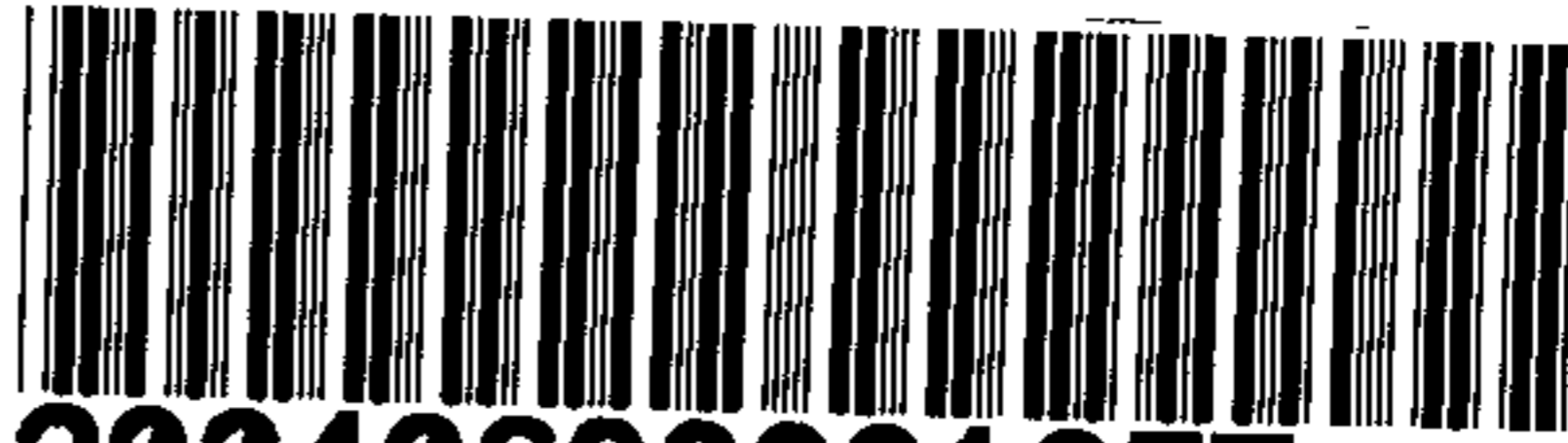


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Document Title: Amended and Restated Declaration of Covenants, Conditions and Restrictions of The Meadows at Rock Creek

Grantor: Rock Creek Meadows LLC

Grantee: Plat of The Meadows at Rock Creek

Legal Description:

Abbreviated Legal Description: LOTS 2-3 KING COUNTY SHORT PLAT #679047, REC#8111130750; LOTS 2-3 KING COUNTY SHORT PLAT #679048, REC# 8111130751; PORTIONS TRACTS 10-15, VOLUME 20 PAGE 27, AND PORTIONS LOTS 1-6, BLOCK 18, LAKE WILDERNESS SHORE ACRES, UNRECORDED

Full Legal Description: See Exhibit A attached

Assessor's Tax Parcel Nos.: 412460-0033, 412460-0035, 412460-0040, 412460-0045, 412460-0071, 412460-0072, 412460-0075, 412460-0076, 412700-1033, 412700-1035, 412700-1036, 412700-1037, 412700-1038, 412700-1043, and 412700-1046

Reference Nos. of Documents Released or Assigned: 20040505002489

THIS AGREEMENT SHALL AMEND AND RESTATE THE PRIOR DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE MEADOWS AT ROCK CREEK RECORDED AS DOCUMENT NO: 20040505002489

FILED BY CHICAGO TITLE INSURANCE CO. (33)

REF. # W0401103-10

AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

OF

THE MEADOWS AT ROCK CREEK

KING COUNTY, WASHINGTON

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EXHIBIT B – Common Fence Design Standards

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

OF

THE MEADOWS AT ROCK CREEK

KING COUNTY, WASHINGTON

THIS DECLARATION is made this 4TH day of May, 2003, by the undersigned, hereinafter collectively referred to as "Declarant "

DESCRIPTION OF THE LAND

A. Declarant owns certain real property located within the State of Washington, which property and improvements are commonly known as **The Meadows at Rock Creek**, located in King County, Washington, and legally described in attached Exhibit A (the "Project") All Common Areas of the Project are shown on the Plat Maps recorded in conjunction with this Declaration

B For the benefit and protection of the Project, to enhance its value and attractiveness, and as an inducement to lenders and investors to make and purchase loans secured by Lots within the Project, Declarant agrees to provide herein for a method of use and architectural control within the Project.

NOW, THEREFORE, Declarant hereby declares that the Lots described herein shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following uniform covenants, conditions, restrictions, reservations, grants of easement, rights, rights-of-way, liens, charges and equitable servitudes

Any conveyance, transfer, sale, assignment, lease or sublease of a Lot in the Project, shall and hereby is deemed to incorporate by reference all provisions of this Declaration. The provisions of this Declaration shall be enforceable by Declarant, any Lot Owner, the Association, and any first mortgagee of any Lot

ARTICLE 1: INTERPRETATION

1 1 **Liberal Construction** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation and maintenance of the Project

1 2 **Covenant Running with Land.** It is intended that this Declaration shall be operative as a set of covenants running with the land, or equitable servitudes, as applicable, binding on Declarant, its successors and assigns, all subsequent Owners of the Project or any

Lots, together with their grantees, successors, heirs, executors, administrators, devisees or assigns

1.3 **Declarant is Original Owner.** Declarant is the original Owner of all Lots and Project and will continue to be deemed the Owner thereof except as conveyances or documents changing such ownership regarding specifically described Lots or portions of the Project are filed of record by Declarant.

1.4 **Captions.** Captions given to the various articles and sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof

1.5 **Definitions.**

1.5.1 **"ACC"** shall mean the Architectural Control Committee provided for in Article 6

1.5.2 **"Association"** shall mean the Owners' Association provided for in Article 4 and its successors and assigns

1.5.3 **"Board"** shall mean the Board of Directors of the Association provided for in Article 5.

1.5.4 **"Bylaws"** shall mean the duly adopted bylaws of the Association.

1.5.5 **"Common Area"** shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners and shall include (unless/until dedicated to a governmental entity) all Common Areas described on the Plat Map including but not limited to Tracts A, B, C, D, E, G, I, J, K, L, Q, R, U and V, Project entry sign(s) and landscaping, planter islands on roads or cul-de-sacs, and mailbox stands serving more than one Lot

1.5.6 **"Declarant"** shall mean the undersigned (being the sole Owner of the real property described in Exhibit A hereof), and its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development and by written instrument in recordable form be specifically assigned the rights and duties of Declarant

1.5.7 **"Declarant Control Period"** shall mean the period of time from the date of recording of this Declaration until one (1) year after the date upon which all of the Lots and any other portion of the Project (excluding Common Areas) that are subject to this Declaration have been sold, or any earlier period as may be agreed to by Declarant. A partial delegation of authority by Declarant of any of its management duties described in the Declaration shall not terminate the Declarant Control Period

1 5 8 "Declaration" shall mean this declaration and any amendments thereto

1 5 9 "Home" shall mean and refer to any structure, or portion of a structure, located on a Lot, which structure is designed and intended for use and occupancy as a residence by a single family or which is intended for use in connection with such residence

1 5.10 "Lot" shall mean and refer to any plot of land shown upon any recorded Plat Map of the Project excluding Common Areas, provided the "Lot" shall not include any land now or hereafter owned by the Association or by all of the Lot Owners as tenants in common, nor include any land shown on a Plat Map but dedicated to the public or to a governmental entity.

1 5 11 "Mortgage" shall mean a recorded mortgage or deed of trust that creates a lien against a Lot and shall also mean a real estate contract for the sale of a Lot

1 5 12 "Mortgagee" shall mean the beneficial holder, or the designee of the beneficial holder, of an encumbrance on a Lot created by mortgage or deed of trust and shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of a Lot.

1.5.13 "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 Project, and, except as may be otherwise expressly provided herein, shall, in the case of a Lot which has been sold pursuant to a real estate contract, include any person of record holding a vendee's interest under such real estate contract, to the exclusion of the vendor thereunder. Any person or entity having such an interest merely as security for the performance of an obligation shall not be considered an Owner

1.5 14 "Person" shall include natural persons, partnerships, limited liability companies, corporations, associations and personal representatives

1.5 15 "Project" shall mean the real estate described in Exhibit A and all improvements and structures thereon, including such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1 5 16 "Plat Map" shall mean the Plat Map(s) approved by the appropriate governmental entity and recorded in conjunction with or subsequent to this Declaration, which Plat Maps depict the layout of the Lots on the Project

1 6 **Percentage of Mortgagees.** For purposes of determining the percentage of first Mortgagees approving a proposed decision or course of action, a Mortgagee shall be deemed a separate Mortgagee for each Lot on which it holds a mortgage that constitutes a first lien on said Lot.

1.7 **Percentage of Owners.** For purposes of determining the percentage of Owners approving a proposed decision or course of action, an Owner shall be deemed a separate Owner for each Lot owned

ARTICLE 2: OWNERSHIP OF COMMON AREA

2.1 **Ownership of Common Area** The Common Areas, if any, within any Additional Lands (as defined in Article 16) will be deemed to be conveyed to the Association upon the recording of an amendment to this Declaration incorporating such Additional Lands within the Project and will be depicted on the Plat Map recorded in conjunction with such amendment. The Common Area shall exclude those portions of common areas (and improvements thereto) which have been or may hereafter be, dedicated to and owned by the public or a governmental entity. The Common Area shall for all purposes be under the control, management and administration of the Declarant during the Declarant Control Period, and under the control, management and administration of the Association thereafter. The Association (and the Owners who are members thereof) have the responsibility and obligation to maintain, repair and administer the Common Area in a clean, attractive, sanitary and safe condition and in full compliance with applicable, governmental laws, rules and regulations and the provisions of this Declaration

ARTICLE 3: OWNER'S PROPERTY RIGHTS

3.1 **Owner's Rights of Enjoyment** Every Owner shall have a non-exclusive right and easement, in common with all Owners, of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

3.1.1 The right of the Association to limit access to those portions of the Common Areas, which in the opinion of the Board are dangerous

3.1.2 The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon any Common Area

3.1.3 The right of the Association to suspend the voting rights and right to use of the Common Areas by an Owner for any period during which any assessment against such Owner's Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

3.1.4 The rights of the Association to dedicate or transfer all or any part of the Common Area, including easements across said properties, to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the Owners has been recorded and the provisions of Article 12 hereof have been observed, provided, only

a majority of Owners will be necessary to approve dedicating a storm retention pond or similar facility, if any, to a governmental entity which shall maintain such ponds or facilities.

3.1.5 The right of the Association to limit the number of guests of members.

3.1.6 The right of the Association, in accordance with this Declaration and its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, but the rights of such Mortgagee in said property shall be subordinate to the rights of the Owners hereunder and subject to the provisions of Section 11.5.

3.1.7 The right of the Association to take such steps as are reasonably necessary to protect any property mortgaged in accordance with Section 3.1.6 against foreclosure, including, but not limited to, the right to charge admission and other fees as a condition to continued enjoyment by the Owners and, if necessary, to open the enjoyment of such properties to the public.

3.1.8 During the Declarant Control Period, the exercise of all of the rights and powers set forth in subsections 3.1.2, 3.1.3, 3.1.4, 3.1.5 and 3.1.6 shall require the prior written approval of Declarant.

3.2 **Delegation of Use.** Any Owner may delegate (in accordance with the Bylaws), his/her right of enjoyment to the Common Area and facilities to the members of his/her family, or his/her tenants or contract purchasers who reside on the Owner's Lot and (subject to regulation by the Association) to his/her temporary guests.

ARTICLE 4: OWNERS' ASSOCIATION

4.1 **Establishment.** There is hereby created an association to be called THE MEADOWS AT ROCK CREEK HOMEOWNERS' ASSOCIATION (referred to hereinafter as the "Association").

4.2 **Form of Association.** The Association shall be a nonprofit corporation formed and operated pursuant to Title 24 and Chapter 64.38, Revised Code of Washington. In the event of any conflict between this Declaration and the Articles of Incorporation or Bylaws for such nonprofit corporation, the provisions of this Declaration shall prevail.

4.3 **Membership.**

4.3.1 **Qualification.** Each Owner of a Lot in the Project (including Declarant) shall be a member of the Association and shall be entitled to one membership for each Lot so owned. Ownership of a Lot shall be the sole qualification for membership in the Association.

4.3.2 **Transfer of Membership.** The Association membership of each Owner (including Declarant) shall be appurtenant to the Lot giving rise to such membership, and shall

not be assigned, conveyed, pledged or alienated in any way except upon the transfer of title to said Lot and then only to the transferee of title to such Lot. Any attempt to make a prohibited transfer of membership shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

4.4 **Voting.** The total voting power of all Owners shall equal the number of Lots at any given time and the total number of votes available to Owners of any one Lot shall be one (1) vote.

4.5 **Bylaws of Association.** Bylaws for the administration of the Association and the Project and to further the intent of this Declaration, may be adopted or amended by the Owners at a regular or special meeting, provided, that the initial Bylaws shall be adopted by Declarant, and during the Declarant Control Period, Declarant shall have the sole right to amend the Bylaws. In the event of any conflict between this Declaration and any Bylaws, the provisions of this Declaration shall prevail.

4.6 **Declarant Control Period** During the Declarant Control Period, the Association and the ACC (as defined in Section 6.1 below), together with all Common Areas administered by the Association shall, for all purposes, be under the management and administration of Declarant or its assignees. During the Declarant Control Period, Declarant shall appoint the directors of the Association as provided in the Bylaws. Declarant may appoint any persons Declarant chooses as directors. At the Declarant's sole discretion, Declarant may appoint members of the Association to such committees or positions in the Association, including the ACC, as Declarant deems appropriate, to serve at Declarant's discretion, and Declarant may assign such responsibilities, privileges and duties to the members as Declarant determines, or for such time as Declarant determines. Members appointed by Declarant during the Declarant Control Period may be dismissed at Declarant's discretion.

Declarant's control of the Association during the Declarant Control Period is established in order to insure that the Project and the Association will be adequately administered in the initial phases of development and to insure an orderly transition of Association operations. From and after the end of the Declarant Control Period, the Association shall have the authority and obligation to manage and administer the Common Areas and to enforce this Declaration. Such authority shall include all authority provided for in the Association's articles, bylaws, rules and regulations and this Declaration, together with other duties that may be assigned to the Association in any easement or in the plat of The Meadows at Rock Creek. From and after the end of the Declarant Control Period, the Association shall also have the authority and obligation to manage and administer the activities of the ACC and its responsibilities.

ARTICLE 5: MANAGEMENT OF THE ASSOCIATION

5.1 **Administration of the Development.** The Owners covenant and agree that the administration of the Project shall be in accordance with the provisions of this Declaration and the Bylaws of the Association.

5.2 **Management by Declarant.** The Project shall be managed on behalf of the Association by the Declarant during the Declarant Control Period. Declarant may terminate the Declarant Control Period as to all or a part of the Project by giving at least thirty (30) days' prior written notice of Declarant's election to permanently relinquish all of its authority under this Section 5.2 by written notice to all Owners. So long as Declarant is managing the Project, Declarant or a managing agent selected by Declarant shall have the exclusive power and authority to exercise all the rights, duties and functions of the Board and the Association set forth or necessarily implied in this Declaration; provided, however, that the Association may not be bound directly or indirectly to any contracts or leases without the right of termination exercisable without cause and without penalty at any time after transfer of control to the Board elected pursuant to Section 5.3, upon not more than ninety (90) days notice to the other party to the contract.

5.3 **Management by Elected Board of Directors.** At the expiration of Declarant Control Period, the Association shall hold an election to elect the Board of Directors. Power and authority shall vest in the Board of Directors elected from among the Lot Owners. The number of directors shall be specified in the Bylaws and shall be sufficient to adequately handle the affairs of the Association. The Board may delegate all or any portion of its management duties to a managing agent or officer of the Association as provided for in the Bylaws. All Board offices shall be open for election at an organizational meeting. The Board shall elect from among its members a president who shall preside over meetings of the Board and the meetings of the Association.

5.4 **Authority and Duties of the Board.** On behalf of and acting for the Association, the Board (or the Declarant or Declarant's managing agent as provided in Section 5.2 hereof), for the benefit of the Project and the Owners, shall have all powers and authority permitted to the Board under this Declaration and any applicable law, including but not limited to the following:

5.4.1 **Assessments.** Establish and collect regular assessments (and to the extent necessary and permitted hereunder, special assessments) to defray expenses attributable to carrying out its duties hereunder and maintain an adequate reserve fund for the maintenance, repair, improvement and replacement of those portions of the Common Area or facilities which must be maintained, repaired or replaced on a periodic basis, which reserve shall be funded by the above assessments. The Association may impose and collect charges for late payments of assessments.

5.4.2 **Service.** Obtain the services of persons or firms as required to properly manage the affairs of the Project to the extent deemed advisable by the Board including legal and accounting services, property management services as well as such other personnel as the Board shall determine are necessary or proper for the operation of the Common Area, whether such personnel are employed directly by the Board or are furnished by the manager or management firm or agent.

5.4.3 **Utilities.** Obtain water, sewer, garbage collection, electrical, telephone, gas and any other necessary utility service, including utility easements and street lighting, as required for the Common Area; and install, activate and operate street lights for roadways within the Project. The Association shall pay off any sums owed for street light installation prior to conveying street lights and related landscape areas and roads to the City of Maple Valley.

5.4.4 **Insurance.** Obtain and pay for policies of insurance or bonds providing Common Area casualty and liability coverage, and for fidelity of Association officers and other employees, the requirements of which are more fully set forth in Article 15.

5.4.5 **Maintenance and Repair of Common Areas.** Pay for the costs of painting, maintenance, repair and all landscaping and gardening work for all Common Area, and improvements located thereon, so as to keep the Project in a good, clean, attractive, sanitary and safe condition and in full compliance with applicable governmental laws, rules and regulations and the provisions of this Declaration. The foregoing shall include: the cost of maintaining storm retention ponds or similar facilities, if any, the cost of maintaining, repairing and replacing mailbox stands that serve more than one (1) Lot, and such replacing and repairing of furnishings and equipment, if any, for the Common Area as the Board shall determine are necessary and proper.

5.4.6 **Maintenance of Rights of Way, Etc.** To the extent deemed advisable by the Board, pay for the costs of maintaining and landscaping rights of way, traffic islands and medians, or other similar areas which are within or adjacent to the Project boundaries, and which are owned by or dedicated to a governmental entity, if said governmental entity fails to do so; provided, the Lot Owner at the Owner's expense (rather than the Association) shall maintain and landscape such areas as are adjacent to such Owner's Lot.

5.4.7 **Fences, Landscaping, Etc.** To the extent deemed advisable by the Board, pay for the cost of constructing, maintaining, repairing and replacing: perimeter and interior fences, if any, and landscaping and improvements on easements, if any, which are located on or across Lots, provided, the Board at its option may require a Lot Owner at the Owner's expense to maintain, repair and replace such fences, landscaping and improvements as are adjacent to such Owner's Lot. All such perimeter and interior fences shall be constructed, maintained, repaired and replaced in accordance with the Common Fence Design Standards contained in attached Exhibit B.

5.4.8 **Enforce Declaration.** Enforce the applicable provisions of the Declaration for the management and control of the Project.

5.4.9 **Contracting and Payment for Materials, Services, Etc.** Contract and pay for any materials, supplies, labor or services which the Board should determine are necessary or proper for the enforcement of this Declaration, including legal, accounting, management or other services; provided that if for any reason any materials, supplies, labor or

services are provided for particular Lots or their Owners, the cost thereof shall be specially charged to the Owners of such Lots.

5 4 10 **Attorney-in-Fact.** Each Owner, by the mere act of becoming an Owner, shall irrevocably appoint the Association as his/her attorney-in-fact, with full power of substitution, to take such action as reasonably necessary to promptly perform the duties of the Association and Board hereunder, including but not limited to the duties to maintain, repair and improve the Project, to deal with the Project upon damage or destruction, and to secure insurance proceeds

5 4 11 **Borrowing of Funds.** In the discharge of its duties and the exercise of its powers as set forth herein, but subject to the limitations set forth herein, the Board may borrow funds on behalf of the Association

5 4.12 **Adoption of Rules and Regulations; Fines.** When and to the extent deemed advisable by the Board, to adopt reasonable rules and regulations governing the maintenance and use of the Project and other matters of mutual concern to the Lot Owners, which rules and regulations are not inconsistent with this Declaration and the Bylaws and which treat all Owners fairly and on a non-discriminatory basis. The Board may impose and collect charges for late payments of assessments and, after notice and an opportunity to be heard by the Board or by a representative designated by the Board in accordance with procedures as provided in the Bylaws or rules and regulations adopted by the Board, levy reasonable fines in accordance with a previously established schedule adopted by the Board and furnished to the Owners for violation of the Bylaws, rules and regulations of the Association.

5.4.13 **Additional Powers of Association.** In addition to the duties and powers of the Association as specified in this Declaration, but subject to the provisions of this Declaration, the Association, acting through its Board, shall have the power to do all other things that it may deem reasonably necessary to carry out its duties and the purposes of this Declaration.

ARTICLE 6: ARCHITECTURAL CONTROL

6 1 Construction and Exterior Alteration or Repair

6 1 1 All buildings and structures (including, without limitation, concrete or masonry walls, rockeries, fences, sheds, swimming pools, if any, or other structures) to be constructed within the Project, and all exterior alterations and repairs (including, but not limited to, reroofing or repainting) of any buildings or structures on the Project and visible from any public street, Common Area or other Lot must be approved in writing by the Board, or by an Architectural Control Committee ("ACC") composed of three (3) or more representatives appointed by the Board, at least two (2) of whom shall be Board members, provided that during the Declarant Control Period, Declarant at its option may exercise all of the rights and powers of the Board under Section 6.1 including without limitation the

appointment of members of the ACC. References in this Article 6 to the ACC shall be deemed to include the ACC, the Board, or the Declarant, as circumstances may dictate. Complete plans and specifications, including colors, of all such proposed buildings, structures, and exterior alterations and repairs, together with detailed plans showing the proposed location of the same on the particular building site and other data requested by the ACC, shall be submitted to the ACC along with a written request for approval signed by the Owner. Any exterior modifications in accordance with plans and specifications developed by the Declarant and filed with the Board at the time of transfer (pursuant to Article 5.3) shall be deemed approved exterior modifications.

6.1.2 The ACC will review all requests for approval of construction, alteration or repair for quality of workmanship and materials planned and for conformity and harmony of the external design with proposed or existing structures on the Lots, and for location of the building with respect to topography, finish grade elevation and building setback restrictions.

6.1.3 In the event the ACC fails to approve or disapprove such request within thirty (30) days after all required plans and specifications have been submitted to it, such approval shall be deemed given by the ACC.

6.1.4 All plans and specifications for approval by the ACC must be submitted in duplicate, at least thirty (30) days prior to the proposed construction or exterior alteration or repair starting date. Construction, alteration or repair shall not be started until written approval thereof is given by the ACC.

6.1.5 The ACC may require that said plans or specifications be prepared by an architect or a competent house designer, approved by the ACC. One complete set of said plans and specifications shall in each case be delivered to and permanently retained by the ACC. All buildings or structures (including but not limited to garden sheds) shall be erected or constructed, and all exterior alterations or repairs made, by a contractor, house builder or other person or entity approved by the ACC. The ACC shall have the right to refuse to approve any design, plan or color for such improvements, construction, or exterior alteration or repair visible from a public street, Common Area or other Lot which is not suitable or desirable, in the ACC's reasonable opinion, aesthetic or otherwise.

6.1.6 In so passing upon such design, the ACC shall have the right to take into consideration the suitability of the proposed building or other structure, and the material of which it is to be built, and the exterior color scheme, to the site upon which it is proposed to be erected, the harmony thereof with the surroundings, and the effect or impairment that said structure will have on the view or outlook of surrounding building sites, and any and all factors, which, in the ACC's opinion, could affect the desirability or suitability of such proposed structure, improvements, or exterior alteration or repair.

6.1.7 The ACC shall have the right to disapprove the design or installation of a swimming pool or any other recreational structure or equipment, in the ACC's reasonable

opinion, aesthetic or otherwise. In so passing upon such design or proposed installation, the ACC shall have the right to take into consideration the visual impact of the structure and the noise impact of the related activities upon all of the properties located in close proximity. Any enclosure or cover used in connection with such a recreational structure or equipment, whether temporary, collapsible, seasonal, or otherwise, shall be treated as a permanent structure for the purposes of these covenants, and shall be subject to all the conditions, restrictions, and requirements as set forth herein for all buildings and structures.

6.1.8 The ACC shall have the right to require, at a Lot Owner's expense, the trimming or topping (or, if deemed necessary by the ACC, removal) of any tree, hedge or shrub on a Lot which the ACC determines is unreasonably blocking or interfering with the view or access to sunlight of another Lot.

6.1.9 The ACC shall have the right to specify precisely the size, color and style of mailboxes, and of the post or support on which such mailboxes are affixed, and their location within the Project, whether or not such mailbox stand is a Common Area.

6.1.10 Approval by the ACC is independent of, in addition to, and not to be construed as a representation as to compliance with, any requirements for a permit, license or other approval by the City of Maple Valley or other applicable governmental or quasi-governmental entity. The Lot Owner is responsible for obtaining any such governmental approvals.

6.1.11 Declarant (including any successor in interest to Declarant's status as Declarant) shall not be subject to the restrictions of this Section 6.1 as to any Lot owned by Declarant, either during or after the Declarant Control Period.

6.2 **Sales Facilities of Declarant.** Notwithstanding any provision in this Declaration to the contrary, Declarant (and its agents, employees and contractors) shall be permitted to maintain during the period of sale of Lots and/or Homes upon such portion of the Project as Declarant still owns and as Declarant may choose, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction, sale or rental of Lots and Homes, including but not limited to, a business office, storage area, signs, model units, sales office, construction office, and parking areas for all prospective tenants or purchasers of Declarant.

6.3 **Variances.** So long as Declarant owns any Lot, the Board may in its reasonable discretion, upon written request of the Declarant, grant a variance from the requirements of Article 7, thereafter, the Board may, upon written request of an Owner, grant a variance from the requirements of Article 7 only in cases where, because of the physical characteristics of the Lots, strict enforcement would result in an unnecessary hardship. Beginning at such time that Declarant owns no Lot, the Board may only grant a variance from the provisions of Sections 7.11 through 7.17, 7.19 through 7.21, 7.23, 7.29, or 7.36. The Board's authority to grant such a variance shall not be delegated to the ACC. Prior to granting such a variance, the Board shall hold an open hearing at which other Owners may comment.

At least fifteen (15) days prior to such hearing, the Board shall give written notice of the nature of the requested variance to the Owner of each Lot immediately adjacent to the Lot for which the variance is requested, to other Owners that would reasonably be affected by the variance; and by requiring the Owner requesting the variance to post a notice on such Owner's Lot in a form reasonably satisfactory to the Board

6.4 **Appeals.** Any aggrieved Owner may appeal a decision of the ACC to the Board by written notice within sixty (60) days after the ACC's written decision. The Board will review the ACC decision at the Board's next regularly scheduled meeting (but in any event not later than thirty (30) days after receipt of the notice of appeal) The Board shall give written notice to the appealing Owner of the time and place of such meeting at least five (5) days in advance. During the Declarant Control Period, the Declarant shall perform the role of the Board described in this Section 6.4.

ARTICLE 7: USE AND MAINTENANCE OBLIGATION OF OWNERS

7.1 **Maintenance of Lots** Each Owner, at said Owner's sole cost and expense, shall promptly and continuously maintain, repair and restore said Owner's Lot (including the yard and landscaping) and Home and other improvements located thereon, and also such other areas as may be required pursuant to Sections 5.4.6 and 5.4.7, in a good, clean, attractive, safe and sanitary condition and in full compliance with all applicable governmental laws, rules and regulations and the provisions of this Declaration and the rules and regulations of the Association

7.2 **Residential Use.** Except as provided in Section 7.6, all Lots and improvements located thereon shall be used, improved and devoted exclusively to residential use.

7.3 **Restriction on Further Subdivision.** No Lot or portion of a Lot shall be divided and sold or resold, nor ownership changed or transferred whereby the ownership of any portion of this Project shall be less than the area required for the use district in which located, provided, the foregoing shall not prohibit deeds of correction, deeds to resolve boundary disputes and similar corrective instruments. Lots may be joined and joined Lots may subsequently be subdivided only into the Lots originally joined

7.4 Rental Lots.

7.4.1 With respect to the leasing, renting, or creating of any kind of tenancy of a Lot and improvements thereon by its Owners, such Owner shall be prohibited from leasing or renting less than the entire Lot or improvements thereon, or (with the exception of a lender in possession of a Lot and improvements thereon following a default in a first mortgage, a foreclosure proceeding or any deed of trust sale or other arrangement in lieu of a foreclosure) for a term of less than six (6) months; and all leasing or rental agreements shall be in writing, and shall be subject to the Declaration and Bylaws (with a default of the tenant

in complying with the Declaration and Bylaws constituting a default under the lease or rental agreement).

7.4.2 If a Lot or Home is rented by its Owner, the Board on behalf of the Association may collect, and the tenant or lessee shall pay over to the Board, so much of the rent for such Lot or Home as is required to pay any amounts due the Association hereunder, plus interest and costs, if the same are in default over thirty (30) days. The renter or lessee shall not have the right to challenge payment over to the Board, and such payment will discharge the lessee's or renter's duty of payment to the Owner for rent, to the extent such rent is paid to the Association, but will not discharge the liability of the Owner or the Lot under this Declaration for assessments and charges, or operate as an approval of the lease. The Board shall not exercise this power where a receiver has been appointed with respect to the Lot or its Owner, nor in derogation of any rights which a mortgagee of such Lot may have with respect to such rents. Other than as stated in this Article 7 there are no restrictions on the right of any Owner to lease or otherwise rent such Owner's Lot or Home.

7.5 **Zoning Regulations.** Zoning regulations, building regulations, environmental regulations and other similar governmental regulations applicable to the Project shall be observed. In the event of any conflict between any provision of such governmental regulations and the restrictions of this Declaration, the more restrictive provision shall apply.

7.6 **Business Use.** No business of any kind shall be conducted on any Lot with the exception of (a) the business of Declarant in developing and selling all of the Lots; and (b) such home occupation as may be permitted by the appropriate local government and which is not otherwise in violation of the provisions of this Declaration.

7.7 **Building Setback Requirements.** All buildings and other Lot improvements shall comply with all applicable governmental requirements, including without limitation minimum setback requirements. No building or other structure shall be located within any building setback line shown on the Plat Map.

7.8 **Oil and Mining Operations.** 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.

7.9 **Catch Basin.** The Owner of each Lot shall ensure the cleaning of all catch basins, if any, located on such Lot at least once prior to September 15 of each calendar year.

7.10 **Lot Size.** No residential structure shall be erected or placed on any Lot which has a Lot area of less than that required by the government entity having appropriate jurisdiction over the Project.

7.11 **Garages.** Every Home must have a garage capable of holding at least two full-size cars, but no more than three full-size vehicles (any car, boat, recreational vehicle, etc shall be deemed one car for purposes of this limitation) All vehicles must be stored in garages or in a manner which the Board reasonably determines is not offensive when viewed from the street or from the ground level of adjacent Lots or Common Areas

7.12 **Square Footage.** Each single family residence must include a minimum of 1,400 square feet for single story Homes and 1,600 square feet for two-story Homes, excluding garage, porches and decks

7.13 **Mobile or Manufactured Housing.** Custom designs by licensed architects shall be strongly encouraged and any use of repetitive design shall be strongly discouraged and/or prohibited at the discretion of the ACC The ACC may refuse to approve a plan based on design or repetitive use of a plan, or for failure to meet the approved criteria as set forth. There shall be no mobile or manufactured housing.

7.14 **Driveway Standards.** All driveways shall be constructed of concrete with a minimum of aggregate finish or other material approved by ACC

7.15 **Parking.** Unless substantially screened from view from the street or from the ground level of adjacent Lots and Common Area in a manner reasonably approved by the ACC, no recreational vehicles, commercial vehicles, construction or like equipment, motorcycles, or trailers (utility, boat, camping, horse, or otherwise), shall be allowed to be parked or stored on any Lot or street for a cumulative period in excess of fourteen (14) days in any one (1) calendar year. No motor vehicles of any kind shall be parked overnight on any street adjoining any Lot or Common Area, provided that, such vehicles belonging to guests of a Lot Owner may occasionally be so parked so long as such parking will not violate any other provision of this Section 7.15. No motor vehicle of any kind that is inoperative by reason of mechanical failure shall be parked or stored on any Lot or in any right-of-way or street adjoining any Lot or Common Area for more than seventy-two (72) hours. The Board shall have full authority to determine, in its sole discretion, if any vehicle is obnoxious or undesirable to other Lot Owners and to enforce this covenant. Pursuant to Article 9 of this Declaration, the Association may levy fines or have vehicles that are parked in violation of this Section towed and impounded at the Owner's expense.

7.16 **Roof.** The exterior of all roofs shall be composed of materials approved by ACC. All roofs must have a pitch of at least 4/12 (four on twelve), unless approved by the ACC based on considerations regarding a specific Lot. Under no circumstances are flat roofs allowed. Roof material shall be at least twenty-five (25) year architectural composition asphalt shingle, charcoal color or other color approved by the ACC, and by a manufacturer approved and accepted by ACC.

7.17 **Exterior Finish.** The exterior of each Home shall be designed, built and maintained in such a manner as to blend in with the natural surroundings, existing structures and landscaping of the Project. All exterior materials and all exterior colors must be approved

