


After Recording Return to:

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Community Frameworks
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COMMUNITY FRAMEWORKS 201702220034
Covenants Rec Fee: \$ 114.00
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Dolores Gilmore, Kitsap Co Auditor Page: 1 of 42


Grantor: Community Frameworks
Full Legal Description is attached on Exhibit 1
Abbr. Legal: Ptn. SW ¼, SW ¼, Sec. 26, Twnshp. 27 N, Rge. 2 E, W.M.
Tax Account No.: 262702-3-022-2001

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
MAPLE LANE

Community Frameworks, (hereafter sometimes referred to as “Declarant”) acting as the incorporator of a non-profit corporation under the provisions of the Washington Non-Profit Corporation Act (Chapter 24.03 R.C.W.), owner of certain land situated in the State of Washington, County of Kitsap, described in Exhibit 1, commonly known as the Plat of Maple Lane, does hereby make this Declaration and grants, conveys, impresses, reserves and/or establishes the following covenants, easements, restrictions, reservations and conditions, which encumber the said land and binds each subsequent owner thereof. Each Owner, by acceptance of a Deed or other conveyance of title to a Lot covenants and agrees to be bound by all the terms of this Declaration, whether or not any reference is made to this Declaration in such

Deed or conveyance. All the provisions of this Declaration are for the purpose of enhancing and protecting the value, desirability and/or attractiveness of such property and all improvements built thereon.

ARTICLE I

Definitions

For the purposes of this Declaration, certain words and phrases shall have particular meanings as follows:

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Section 1.1. “Association” shall mean the Homeowners Association, as described in Article III and its successors and assigns.

Section 1.2. “Board” shall mean and refer to the Board of Directors of the Association, as provided for in Article III. For purposes of exercising the powers and duties assigned in this Declaration to the Board, this term shall also mean the “Temporary Board” or “Declarant” as provided in Article II, unless the language or context clearly indicates otherwise.

Section 1.3. “Plat” shall mean and refer to the Plat of Maple Lane described above.

Section 1.4. “Subdivision” shall mean all the property encompassed within the Plat, and such additions thereto as may be hereafter brought within the jurisdiction of the Association.

Section 1.5. “Declarant” shall mean Community Frameworks or any successor to whom Community Frameworks assigns the rights of the Declarant hereunder.

Section 1.6. “Common Areas” include the Tracts described in Article V below.

Section 1.7. “Common Area Improvements” means the improvements the Declarant or the Association is required to maintain as more fully described in Article V below.

Section 1.8. “Lot” shall mean and refer to the 27 individual lots known as lots 1-27 shown on the face of the Plat and excludes any land to be conveyed or dedicated to Kitsap County and the Common Area Tracts.

Section 1.9. “Owner” shall mean the record owner, whether one or more persons or entities and specifically including the Declarant, of the fee interest in any Lot or Lots which are a part of the Subdivision, but shall not include a contract seller or mortgagee. Purchasers or assignees under recorded real estate contracts shall be deemed Owners as against their respective sellers or assignors.

Section 1.10. “Member” shall mean every person or entity that holds a membership in the Association.

Section 1.11. “Architectural Control Committee” shall mean the duly appointed or elected committee of the Board of Directors as outlined in Article XI of this Declaration.

Section 1.12. “Development Period” shall mean that period of time beginning on the date of recording of this Declaration and ending at the earlier of (i) six (6) years from

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the date of recording of this Declaration; (ii) the thirtieth (30th) day after Declarant has transferred title to individual residential owners of Residences completed on all of the Lots, or (iii) written notice from the Declarant to the Association in which the Declarant elects to terminate the Development Period.

Section 1.13. "Residence" shall mean the single family residence occupying any Lot, and shall be subject to the covenants, easements, restrictions and limitations set forth in this Declaration.

Section 1.14. "County" shall mean Kitsap County, a political subdivision of the State of Washington and municipal corporation and its municipal successor.

Section 1.15. "Public Roads" means West Kingston Road which is depicted and delineated on the face of the Plat.

Section 1.16. "Public Facilities" means the storm drainage facilities within the Public Roads; the curbs and gutters and related facilities within the Public Roads; and the sanitary sewer facilities located on Tracts A and E.

ARTICLE II.

Development Period

Section 2.1. Management By Declarant. Until termination of the Development Period, either upon the sale of the required number of Lots, the expiration of six (6) years or at the election of the Declarant as provided in Section 1.12 above, the Subdivision shall be managed and the Association organized and managed at the sole discretion of the Declarant. Management by the Declarant during the Development Period is for the purpose of ensuring that the Subdivision is adequately administered in the initial stages of development and that there is an orderly transition to Association operations. Each Owner accepts this management authority in Declarant. Notwithstanding anything to the contrary herein, or in the Bylaws of the Association, Lots owned by Declarant shall not be subject to assessment and the development of such Lots shall not be subject to review or approval of the Architectural Control Committee.

Section 2.2. Temporary Board. Declarant may, in its sole discretion and at such times as the Declarant deems appropriate, appoint three (3) persons who may or may not be Lot Owners, or are representatives of corporate entities or other entities which may be Lot Owners, as a Temporary Board. This Temporary Board shall have full authority and all rights, responsibilities, privileges and duties to manage the Subdivision under this Declaration and shall be subject to all provisions of this Declaration and the Articles of

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Incorporation and Bylaws of the Association, provided that after selecting a Temporary Board, the Declarant, in the exercise of its sole discretion, may at any time terminate the Temporary Board and reassume its management authority or select a new Temporary Board.

Section 2.3. Management Authority. If Declarant does not appoint a Temporary Board, Declarant or a managing agent selected by the Declarant shall have the power and authority to exercise all the rights, duties and functions of the Board of Directors of the Association and generally exercise all powers necessary to carry out the provisions of this Declaration, including, but not limited to, enacting reasonable administrative rules, contracting for required services, obtaining property and liability insurance, executing any and all covenants, easements or other necessary documentation relating to the Common Area; and collecting and expending all assessments and Association funds. Any such managing agent or the Declarant shall have the exclusive right to contract for all goods and services, payment for which is to be made from any monies collected from assessments.

Section 2.4. Expenditures During Development Period. During the Development Period, Declarant shall have the sole discretion to use and consume all or so much of the assessments provided for herein as in Declarant's judgment is necessary or expedient in maintaining the Common Area and carrying out the other functions of the Association, including, but not limited to, management fees and any legal fees associated with Declarant carrying out any duties during the Development Period, including all costs associated with turning over management to the Association after the expiration of the Development Period.

Section 2.5. Expiration Of Development Period. Upon termination of the Development Period, Declarant shall deliver any funds remaining to the Association. Declarant shall not be liable to the Association or any Owner for monetary damages for conduct as the Declarant and shall be indemnified and held harmless by the Association from any and all legal actions brought by the Association or any Owner for the management of the Subdivision or administration of the Association prior to expiration of the Development Period. After the expiration of the Development Period, it shall be the responsibility of the Lot Owners to provide for the operation of the Association.

Section 2.6. Exceptions. Reference is made to Articles V, VI, VII and XVI for exceptions and limitations on the Declarant's rights and powers.

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ARTICLE III.

Homeowners Association

Section 3.1. Formation. Declarant has incorporated the Maple Lane Homeowners Association as a non-profit homeowners association under the laws of the State of Washington.

Section 3.2. Membership. Every person or entity who is the Owner of any Lot or Lots in the Subdivision is and shall be a Member of the Association, provided, however, that if any Lot is held jointly by two (2) or more persons or entities, the several Owners of such interest shall designate one (1) of their number as the "Member", provided, the Members may by a majority vote, adopt By-Laws permitting fractional voting and the designation of Voting Members among several co-owners of a single Lot. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Upon transfer of the fee interest to, or upon the execution and delivery of a real estate contract for the sale of (or of an assignment of a contract purchasers' interest in) any Lot, the membership in the Association shall ipso facto be deemed to be transferred to the transferee, grantee, contract purchaser or new contract purchaser. Membership voting rights may be suspended in the event of default in the payment of any assessments or violation of any rules and regulations, as provided in this Declaration, or the Bylaws of the Association. In the event of suspension, such Member shall continue to incur and remain liable for any and all obligations, including monthly and special assessments.

Section 3.3. Classes and Voting Rights. The Association shall have the following two (2) classes of voting membership:

Class A. Class A Members shall be all those Owners who qualify to become Members under Section 3.2 above, with the exception of the Declarant. For matters requiring the approval, consent or affirmative vote of the Members or the Association, Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership under Section 3.2. When more than one person or entity holds such an interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The sole Class B Member shall be the Declarant (as defined in Section 1.5 above). The Class B Member shall be entitled to three (3) votes for each Lot Declarant owns and/or in which Declarant holds an interest. The Class B membership shall cease and be converted to Class A membership on the first to occur of the following

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events (a) the expiration of the Development Period; (b) the Declarant terminates its involvement in the Subdivision without having assigned its right to another person or entity; or (c) upon written notice from the Declarant to the Association in which the Declarant elects to terminate the Development Period and converts its membership from Class B to Class A.

Notwithstanding anything to the contrary herein, during the Development Period, Class A Members shall not be entitled to vote on any matters and the Subdivision shall be managed by the Declarant, as provided in Article II above, and the Declarant may, in its sole discretion, take any action on behalf of the Association without a vote of the Members of the Association.

Section 3.4. Meetings Of Members. Following the termination of the Development Period, meetings of Members shall be held and conducted in accordance with the provisions of the Bylaws of the Association. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, of thirty-four percent (34%) of the votes of the entire membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Bylaws, or this Declaration. Except as otherwise provided in the Articles of Incorporation, the Bylaws or this Declaration, passage of any matter submitted to vote at a meeting or adjourned meeting duly called, where a quorum is in attendance in person or by proxy, shall require the affirmative vote of more than fifty percent (50%) or more of the total votes present in person or by proxy.

Section 3.5. Bylaws Of Association. Bylaws for the administration of the Association and the Subdivision, and to further the intent of this Declaration, shall be adopted or amended by the Owners at a regular or special meeting; provided, that the initial Bylaws will be adopted by Declarant. In the event of any conflict between this Declaration and any Bylaws, the provisions of this Declaration shall prevail.

Section 3.6. Powers. The Association shall have all the rights and powers available to a homeowners association and to a nonprofit corporation under the laws of Washington. Without limiting the generality of the foregoing, the Association shall have the specific power to carry out any duties or obligations conferred or imposed on it under this Declaration, to enforce this Declaration, to adopt rules and regulations for the governance of its affairs and to take all action reasonably necessary or desirable to protect its interest and Members and/or to otherwise reasonably necessary or convenient to carry out the duties set forth herein, including the power to establish, fix and collect the Assessments hereinafter set forth.

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Section 3.7. Rules and Regulations. During the Development Period, the Declarant and, therefore, subject to any restrictions contained in the By-Laws, the Association, shall have the power through corporate resolution to adopt and enforce rules and regulations governing activities within the Subdivision, so long as such rules and regulations are consistent with the laws of Washington and/or this Declaration. The Association or the Declarant may prescribe penalties for the violation of such rules and regulations, including, but not limited to, suspension of the voting right and/or the right to impose the Remedial Assessments set forth in Article IV. Any such rules and regulations shall become effective thirty (30) days after promulgation or amendment and shall be mailed to all Owners within thirty (30) days after promulgation or amendment. A copy of the rules and regulations then in force shall be retained by the Secretary of the Association and shall be available for inspection by any Owner during reasonable business hours. Such rules shall have the same force and effect as if set forth herein.

Section 3.8. Board Of Directors. Upon expiration of the Declarant's management authority under Article II, all administrative power and authority shall vest in a Board of five (5) Directors who shall be nominated and elected in accordance with, and serve for the terms set forth in, the By-Laws of the Association. The Association, by amendment of the By-Laws, may increase the number of Directors. The Board, for the benefit of the Subdivision and all of the Owners, shall enforce the provisions of this Declaration and the By-Laws and any resolution of the Association that may be hereafter adopted. The Board shall have the power and be responsible for the following, in way of explanation, but not limitation, except to the extent otherwise restricted in the By-Laws:

- a. Insurance. Obtain policies of general liability insurance.
- b. Legal and Accounting Services. Obtain legal and accounting services as deemed necessary by the Board for the administration of Association affairs, administration of the Common Area, or the enforcement of this Declaration.
- c. Maintenance. Pay all costs of maintaining the Common Areas.
- d. Maintenance Of Lots. If necessary, maintain any Lot if such maintenance is reasonably necessary in the judgment of the Board to (1) insure compliance with this Declaration; or (2) preserve the appearance and value of the Subdivision or Lot. The Board may authorize such maintenance activities if the Owner of the Lot has failed or refused to perform maintenance within a reasonable time after written notice of the necessity of such maintenance has been delivered by the Board to the Owner of such Lot; the Board shall levy a Remedial Assessment against the Owner of such Lot for the cost of such maintenance.

e. Discharge Of Liens. Pay any amount necessary to discharge any lien or encumbrance levied against the entire Subdivision or any part thereof which is claimed or may, in the opinion of the Board, constitute a lien against the Subdivision rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such liens, they shall be jointly and severally liable for the cost of discharging it and any costs or expenses, including reasonable attorney fees and costs of title search incurred by the Board by reason of such lien or liens. Such fees and costs shall be assessed against the Owners responsible (and their respective Lots) to the extent of their responsibility.

f. Utilities. Pay all utility charges attributable to Common Area.

g. Security. Pay all costs deemed appropriate by the Board to ensure adequate security for the Subdivision.

h. Right To Contract. Have the exclusive right to contract for all goods, services, maintenance and capital improvements deemed appropriate by the Board for the administration of Association affairs and the administration of the Common Area.

i. Improvement Of Common Areas. Improve the Common Areas with capital improvements, provided that for those capital improvements exceeding \$5,000.00, a majority of the Members entitled to vote must approve the addition of such capital improvements to the Common Area.

j. Right Of Entry. Enter any Lot when reasonably necessary, in the event of emergencies or in connection with any maintenance, landscaping or construction for which the Board is responsible. Except in cases of emergencies, the Board, its agents or employees shall attempt to give notice to the Owner or occupant of any Lot or Residence twenty-four (24) hours prior to such entry. Such entry must be made with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the Board if the entry was due to an emergency (unless the emergency was caused by the Owner of the Lot entered, in which case the cost shall be specifically the Owner of such Lot). If the repairs or maintenance activities were necessitated by the Owner's neglect of the Lot, the cost of such repair or maintenance activity shall be specially assessed to that Owner and Lot. If the emergency or the need for maintenance or repair was caused by another Owner of another Lot, the cost thereof shall be assessed against the Owner of the other Lot.

k. Employment Of Manager. Employ a manager, an independent contractor, or such other employee as the Board deems necessary and describe the duties of such employees.

l. Payment For Goods and Service. Pay for all goods and services required for the proper functioning of the Association in the discharge of its duties, including maintenance of the Common Areas.

m. Impose Assessments. Impose monthly assessments, special assessments and/or remedial assessments.

n. Bank Account. Open and maintain one or more bank accounts on behalf of the Association and designate the signatories required.

o. Easements. Execute any and all covenants, easements or other necessary documentation relating to the use of Common Area.

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

ARTICLE IV.

Assessments

Section 4.1. Personal Obligations and Creation Of Lien For Assessments. Subject to the provisions of Section 4.2 below, each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay

- a. Monthly assessments or charges (“Monthly Assessments”);
- b. Special assessments as authorized herein or in the By-Laws (“Special Assessments”); and
- c. Remedial assessments against individual Lot Owners as specifically authorized herein for costs incurred by the Association in taking remedial action

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against an Owner who fails to adhere to the terms of this Declaration (“Remedial Assessments”).

The assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the Lot against which each such assessment is made and shall run with the land. Each such assessment, together with interest thereon and costs incurred in collecting the assessment (including reasonable attorney fees), shall also be the personal obligation of the person who was the Owner or contract purchaser of such property at the time when the assessment fell due. No Owner or contract purchaser shall be relieved of liability for the assessments by non-use of the Common Area or abandonment of any Lot. The personal obligation for delinquent assessments shall not pass to successors-in-title unless expressly assumed by them. The Association may take any action deemed appropriate to effectuate collection of unpaid assessments.

Section 4.2. Declarant Lots Exempt. During the Development Period, all Lots owned by Declarant, shall be exempt from assessments by the Association. However, (i) during the Development Period, Declarant shall be responsible for the maintenance of the Common Areas and Common Area Improvements to the extent the Assessments against the Lots not owned by the Declarant are not sufficient to cover the maintenance costs; and (ii) Declarant will be responsible for all of Declarant's responsibilities set forth in Articles V, VI and VII.

Section 4.3. Purpose Of Assessments. The assessments shall be used for the purpose or promoting the recreation, health, safety and welfare of the Owners and/or their guests, including, without limitation, the construction, establishment, improvement, repair, maintenance and other expenses of the Common Area and the services and facilities related to the use and enjoyment of the Common area, including the payment of utility charges, taxes and insurance; maintenance of roads and curbs, gutters and sidewalks adjacent thereto, storm drainage facilities, sensitive areas, open space and native growth protection easements and other obligations related thereto, if any, as set forth in the Plat or otherwise required of the Declarant and/or the Association by governmental agencies; installation and maintenance of any properties, landscaping or improvements desired or required in the Plat by this Declaration or by the Association; the administration and enforcement of this Declaration; the administration and operation of the Association including legal fees, accounting fees and the cost of maintaining liability insurance, casualty insurance for the Common Areas and E & O coverage for the Officers and Directors of the Association; and other items, expenses, costs and fees deemed necessary or proper by the Declarant or the Association to keep the Subdivision in a good, clean, attractive and safe condition in compliance with all applicable codes, laws, rules and regulations. Assessments may also be levied to pay for any professional services, advice

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or consultation incurred by the Declarant or by the Association in carrying out its duties under this Declaration and/or on behalf of the Association.

Section 4.4. Budget. The regular budget and any revised or special budget of the Association, including any reserves as provided herein, shall be adopted by the Board of Directors and shall be ratified by the Members of the Association as set forth herein or the By-Laws or as otherwise permitted under Washington law. Unless the By-Laws adopt different procedures for the assessment of the Monthly or Special Assessment, such Assessments shall be established in accordance with the procedures set forth in this Section 4.4. Within thirty (30) days after adoption by the Board of Directors of any proposed regular or special budget, the Board shall set a date for a meeting of the Members to consider ratification of the budget. Written notice of the meeting shall be sent to all Owners no less than fourteen (14) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting. Unless at that meeting a majority vote of the voting power of the Members who are present, in person or by proxy, and entitled to vote at such meeting rejects the budget, the budget shall be deemed ratified, whether or not a quorum is present. During the Development Period, the approval of the Declarant shall be required for ratification of any proposed budget. The Board shall cause the ratified budget and the assessments to be levied against each Lot for the following year to be delivered to each Member at least thirty (30) days prior to the end of the current fiscal year. In the event the proposed budget is not ratified or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

Section 4.5. Monthly Assessment. Except as provided in Section 4.6, until the expiration of the Development Period, the monthly assessment shall not exceed \$16.50 per Lot, fifteen percent (15%) of which shall be allocated and paid to the Declarant for management services provided to the Association by the Declarant or by a professional management firm. Such allocation of funds to the Declarant shall cease when the Development Period expires and the Association assumes collection costs, bookkeeping and other management responsibilities. The Monthly Assessment will be due and payable on or before January 1 of each respective year, unless or until the Declarant, or the Association makes the Monthly Assessment payable monthly, in which case, such assessments shall be payable on or before the 5th day of each respective month.

Section 4.6. Increases.

(a) From and after January 1, 2016, the maximum Monthly Assessment for the ensuing calendar year may be increased each year by not more than the greater of five percent (5%) above the initial maximum assessment for the previous year, or any increase in the same percentage amount, if any, as the Consumer Price

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Index for King and Snohomish Counties area for all items of the United States Department of Labor, published monthly by the United States Department of Commerce in its "Survey of Business", or its successor index, shall have increased over the established price index published immediately prior to the first day of January of the year in which said increase or decrease will be effective.

(b) After the expiration of the Development Period, the maximum Monthly Assessment for the ensuing calendar year may be increased above the preceding parameters by a vote of two-thirds (2/3) of the Members who are entitled to vote at an annual meeting or a special meeting duly called for this purpose, at which a quorum is present.

(c) The Board of Directors may fix the Monthly Assessment at an amount not in excess of the maximum.

Section 4.7. Special Assessments. In addition to the Monthly Assessments authorized above, Declarant and/or the Association may levy Special Assessments through the use of a special budget adopted by the Board of Directors and ratified by the Members in accordance with Section 4.4 above. The Special Assessments may be used to cover (a) unanticipated financial shortfalls, maintenance or liability expenses, including without limitation, the cost of legal fees and costs incurred in legal actions in which the Association is a party, or in which a Member of either the Board or the Architectural Control Committee is named as a party as a result of a decision made or action performed

while acting on behalf of the Association; (b) extraordinary expenses such as the cost of any construction, reconstruction, repair or replacement of a capital improvement of the Common Area, property, street lighting, fixtures or improvements of the Association, including repairs or renovation; or (c) any other reasonable expenses incurred by the Association. Notwithstanding the preceding provision, the Declarant may not levy any Special Assessments to cover expenses or costs for which Declarant is responsible as provided in Section 4.2 above.

Section 4.8. Reserves For Repair or Replacement. As a common expense and as a part of any regular or special budget of the Association, the Declarant or the Association may establish and maintain a reserve fund for repair or replacement of improvements and common facilities thereon. The reserve fund shall be expended only for the purpose of repair, replacement or improvement to the Common Area and any improvements and community facilities for which the Association is responsible, and for startup expenses and operating contingencies of a non-recurring nature. The proportional interest of any Owner in any such reserve shall be considered an appurtenance of such Owner's Lot and shall be deemed to be transferred with such Lot in the event of a transfer or sale.

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Section 4.9. Uniform Rate. All Assessments, other than Remedial Assessments, shall be fixed at a uniform rate for all Lots subject to assessment.

Section 4.10. Date Of Commencement Of Yearly Assessments; Due Dates. As to each Lot, the Yearly Assessments provided for herein shall commence on the first March 30th date following the conveyance of each Lot from the Declarant to an Owner as evidenced by the date that any deed or real estate contract for the Lot is transferred or recorded. Said assessment shall be due and payable on such date and on the first day of each March 30th thereafter, or on a monthly, quarterly or annual date designated by the Declarant or the Board of Directors.

Section 4.11. Remedial Assessments For Remedial Action. Declarant, during the Development Period, and thereafter, the Board, shall have the right to levy Remedial Assessments against any Lot and its Owner which is not in compliance with this Declaration for any expenses incurred by the Declarant or the Association in taking remedial action and/or to enforce compliance herewith. Once a Remedial Assessment is levied, Declarant and/or the Board shall have the right to fix a due date. The limitations on maximum Monthly Assessments shall not apply with respect to a Remedial Assessment against an Owner imposed by the Declarant or the Board to reimburse the Declarant or the

Association for costs incurred in bringing the Owner of the Residence and/or Lot into compliance with the provisions of this Declaration.

Section 4.12. Effect Of Non-Payment Of Assessments; Remedies. If any assessment is not paid within fifteen (15) days after it was first due and payable, the assessment shall bear interest from the date on which it was due at the rate of twelve percent (12%) per annum. Unpaid assessments, plus interest, costs and attorney fees incurred by Declarant or the Association in collecting assessments, filing and recording liens, enforcing the provisions of the By-Laws, this Declaration and/or the Rules and Regulations of the Association, or defending itself in any litigation shall constitute a lien on the property as provided in the By-Laws and/or this Declaration. The Declarant, during the Development Period, and/or the Association may bring an action against the Owner personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs and reasonable attorney fees of any such action shall be included in any judgment or decree entered in such suit. Each Owner hereby expressly vests in the Declarant and the Association or its agents the right and power to bring all actions against such Owner personally for the collection of such assessments as debts and to enforce lien rights of the Declarant and the Association by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in like manner as a mortgage of real property. Each Owner hereby expressly grants to the

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Declarant and the Association, the power of sale in connection with such liens. The liens provided for in this Section shall be in favor of the Declarant and/or the Association during the Development Period and thereafter, the Association, and shall be for the benefit of the Declarant, the Association and the Members. The Declarant and the Association shall have the power to bid at any foreclosure sale and to acquire, hold, lease, mortgage and convey any property acquired at such foreclosure sale.

Section 4.13. Subordination Of The Lien To First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage given to secure payment of the purchase price of a completed home on a Lot now or hereafter placed on the Lot, but only in the event that the lien for delinquent assessments has not been recorded with the Kitsap County Auditor prior to the time of the recording of the mortgage lien. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V.

Common Areas and Common Area Improvements

Section 5.1. Common Areas. The Common Areas consist of Tract B, C, and D which are Open Space Tracts the Association and/or the Declarant are required to maintain as more fully set forth in Sections 5.4 and 5.5. Tract E is a private road and utilities tract which the Association is required to maintain as provided in Section 5.4.1.

Section 5.2. Common Area Improvements. The Common Area Improvements include the Plat infrastructure and amenities that have been installed to date or that Declarant is obligated to install or that may be installed by the Association that benefit the Lots and/or Tracts and are more particularly described below, but exclude the Public Roads and Facilities as described in Article VI. The Common Area Improvements are described in the subsections of this Section. The Association and/or the Declarant shall maintain the Common Area Improvements as provided in Sections 5.4 and 5.5. Attached hereto as Exhibit 2 is an Exhibit Map which is a reduced version of the Plat Mylar. Any Common Area Improvements described below that are not completed at the time of final Plat approval shall be completed prior to sale of any Lot within the Plat.

5.2.1 Perimeter Fencing. A split rail fence has been (or will be) erected on the east boundaries of Lots 19 through 26 and the north and west boundaries of Tract C, and the north and east boundary of Tract D. This split rail fence also occurs along the south boundary of Lot 1 parallel to the road.

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5.2.2 Common Mailboxes. Declarant has or shall install one (1) or more common mailboxes at locations designated by the postal authorities within Tract E.

5.2.3 Street Trees and Right-Of-Way Landscaping Strips. The Declarant, Association and/or the Lot Owners shall maintain the Street Trees planted adjacent to the Roads and the Landscaping Strips within the Road right-of-ways in accordance with the provisions of Sections 5.4.2 and 5.5(a).

Section 5.3. Title and Easements. Declarant hereby conveys Tracts D, and E to the Association together with all Common Area Improvements thereon subject to the terms of this Declaration and the following Easements:

5.3.1 General Utilities. A non-exclusive perpetual easement for underground utilities is reserved under and across the Public Roads for the benefit of the Declarant, Kitsap County and the Utility Purveyors as provided in Section 5.3.4. All the utility easements set forth herein and/or depicted on the face of the Plat include, without limitation, all the utilities described in Section 5.3.5.

5.3.2 Tract E. Tract E is a private road and utilities tract. The access road that shall be built in a condition and in conformance with the standards acceptable to Kitsap County. The County has no obligation to maintain the road on Tract E. Subject to Section 5.5, the Association shall maintain the road on Tract E. A non-exclusive perpetual easement for ingress, egress and underground utilities is reserved over, under, through and across Tract E for the benefit of Declarant, the Association, the Owners of Lots (and their families, guests and invitees), Kitsap County and the Utility Purveyors as provided in Section 5.3.3.

5.3.3 Benefitted Utility Purveyors. All Utility Easements are reserved for benefit of the Owners, the Association and Declarant (during the Development Period), Kitsap County, Puget Sound Energy, Qwest Communications, West Sound Utility District, any cable television company (and their successors) and any other utility supplier for underground utilities.

5.3.4 Delineated Additional and/or Other Easements. Utility and/or other easements may be delineated on the face of the Plat. An additional Utility Easement is reserved under and upon Lots as may more particularly be set forth in a supplemental "As Built Drawing" that may be delivered to the Association after the completion of the installation of all utility lines or as shown on the Plat Map for utility installation, maintenance, repair and re-installation, including, but not limited to, underground electric power, telephone, water, sanitary sewer, drainage,

gas and accessory equipment, together with the right to enter upon the Lots at all times for said purposes. Additional Utility Easements may be reserved and be recorded as are required by governmental subdivisions.

5.3.5 Association's Reserved Easements. The Association shall have an Easement and License to enter any Lot or Tract as may be reasonably necessary to undertake or exercise its rights, responsibilities or duties under this Declaration. Access to individual Lots may be undertaken during reasonable hours for the following purposes:

- a. Emergency repairs necessary to prevent damage to the Common Area or to another Lot or the improvements thereon; and
- b. Cleaning, maintenance, repair or restoration work which the Owner is required to do but has failed or refused to do.

Except in an emergency where advance notice is not possible, such access shall be exercised only after reasonable notice to the Lot Owner.

5.3.6. Declarant's Reserved Rights As To Additional Easements. During the course of developing Homes within the Plat, Declarant may determine that curtain drains, storm lines or other utilities may need to be installed or deviate from the path of the specific utility easements depicted on the face of the Plat. Declarant reserves the right to establish and record additional perpetual easements as necessary to maintain, protect and preserve the as-built location of drain lines and utilities, without the joinder or approval of the Association or any Lot Owner, and to require the maintenance thereof by the Lot Owners affected and/or benefited by such easements.

5.3.7 Protective Covenants for The Protection Of Easements. No structure, planting or other material that may damage or interfere with any easement or the installation, operation or maintenance of utilities shall be placed or permitted to remain on any portion of the easement. No permanent structures, including decks, patios and outbuildings, shall be allowed within any utility easement. No grading, excavation or filling shall occur within a Utility Easement. If maintenance, repair or reconstruction of any utility is required, the property owner shall be responsible for the removal and replacement or restoration of any structure within the easement. Each Lot Owner shall otherwise maintain the area of his Lot subject to the Utility Easements in a condition which will not interfere with the operation and maintenance of said utilities and systems. Additionally, grading and the construction of fencing (excluding any perimeter fencing installed by Declarant) shall not be allowed within drainage easements shown on the plat map

unless otherwise approved by the County and the Architectural Control Committee, or the Declarant during the Development Period. Lot Owners may not relocate, remove or disturb any utilities, including utility boxes, without the express written consent of the Association and current holders of the Utility Easements.

5.3.8 Easements Reserved To Kitsap County. There is reserved to Kitsap County, an easement for access and ingress for the express purpose of annual and semi-annual inspection of the storm drainage facilities and for emergency service or repairs, as deemed necessary by Kitsap County, as provided in Article VII below.

Section 5.4 Maintenance Of Common Areas and Common Area Improvements. Subject to the provisions of Sections 4.2, 5.4.2, 5.5, 5.6 and Articles VI and VII, the Association shall have the obligation of maintaining and preserving the character and function of the Common Areas and common Area Improvements, and shall pay the actual cost of the same from the General and/or Special Assessments as provided in Article IV.

5.4.1 Tract E Private Road and Related Improvements. Unless or until Kitsap County or another municipality specifically agrees to assume maintenance responsibility, the Association shall maintain the road and related improvements on the Tract E in the same or better condition as originally constructed by Declarant.

5.4.2 Maintenance of Street Trees and Landscaping Strips. Declarant has (or will) plant Street Trees abutting the Roads in conformance with the standards and requirements set forth in Section 7.2 (the "Street Tree Requirements"). Subject to Section 5.5, each Owner whose Lot abuts the Public Roads and on whose Lot one or more Street Trees or any Landscaping Strips are planted or established by Declarant shall maintain such Street Trees and any portion of the Landscaping Strip abutting such Owner's Lot in accordance with the Street Tree Standards. The Owner shall maintain, irrigate and if necessary replace any Street Trees on such Owner's Lot. The Landscaping Strip abutting an Owner's Lot shall be maintained in accordance with the Landscaping Maintenance requirements set forth in Section 8.1. Maintenance of the Landscaping Strips shall include the mowing of lawn areas. The Declarant, for a period of two years and thereafter the Association, shall have the ultimate responsibility to insure the Landscaping Strips and Street Trees planted therein as required by Section 7.5 and any landscaping on Tracts A, B, C, D and E are adequately irrigated and maintained in an attractive, healthy condition. If any Owner fails to properly maintain the Street Trees and/or the Landscaping Strip on or abutting such Owner's Lot, the Declarant or the Association shall do so, including replacement of any dead or dying trees and assess a Remedial Assessment against such Owner.

5.4.3 Tract E: Storm Water Facilities. Declarant has installed a storm water infiltration system and related improvements within Tract E that serves the Plat together with related storm water facilities (if any) within the Common Area Tracts. Association shall maintain the said storm drainage facilities and in the same or better condition as originally constructed by Declarant.

5.4.4 Common Area Storm Drainage Facilities. The Association shall maintain all other storm drains, lines, culverts and ditches located within the Common Area Tracts, if any, in a good working order in conformance with the Kitsap County Storm Manual and the Notes set forth in Section 7.6 below.

5.4.5 Tracts B and D Maintenance. The Association shall maintain all trails and the landscaping, bus shelter, sign monument, mail boxes and any other improvements on Tract B and D in a good, attractive condition.

5.4.6. Fencing. The Association shall maintain the fencing described in Section 5.2.1 in a good condition and state of repair.

5.4.7. Common Mailboxes. The Association shall maintain any Common Mailboxes installed by Declarant or the Association in a good, attractive, damage-free condition and state of repair.

5.4.8 Additional Maintenance Obligations. Reference is made to the following sections regarding additional maintenance obligations:

- a. Article 7 regarding various Plat conditions.
- b. Various Sections of Articles VIII and IX regarding each Lot Owner's obligations for maintenance of their Lots, including all improvements thereon and any on-site storm drainage facilities.

Section 5.5. Declarant's Maintenance and Repair Duties. Declarant guarantees the materials and workmanship of all Plat Infrastructure and Common Area Improvements Declarant installs or is required to install for a period of two (2) years from the date of Final Plat approval or the date of installation, if later. While the Association shall be responsible for the ordinary maintenance and upkeep of the Common Areas, Declarant shall be responsible for the replacement of or repair of any defective plat Infrastructure and/or Common Area Improvements, excluding any damage caused by an Owner or such Owner's family members, guests, invitees or contractors without limiting the generality of the foregoing:

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a. Subject to Section 5.6, for a period of two (2) years from the date the Street Trees are planted and any Plat Landscaping completed by Declarant, Declarant shall be responsible for the irrigation and survival of all trees and plants planted by Declarant.

b. Subject to Section 5.6, until the Public Roads and Facilities are accepted by Kitsap County and/or the Westsound Utility District, Declarant shall

be solely responsible for the maintenance, inspection, repair and monitoring of the Public Roads and Facilities.

Section 5.6. Owner Caused Damage To Common Areas and Improvements. If any of the Common Areas or Common Area Improvements are damaged by an Owner(s) or such Owner's family members, guests, contractors or invitees, the Association may either require the Owner to repair the damage or the Association may execute the repair on its own (through one or more contractors hired by the Association), in which case the Owner responsible for the damage shall immediately remit the full cost thereof to the Association, together with an administrative fee equal to 10% of the cost of such repair. If such costs and fees are not paid within 15 days of the Association's billing, the Association shall be entitled to levy a Remedial Assessment against the Owner and such Owner's Lot in accordance with the provisions of Article IV. As to any damage caused by Declarant or its contractors, employees or invitees, Declarant shall be solely responsible for the prompt repair of any such damage.

Section 5.7. Restrictions On Use Of The Common Areas. Nothing shall be altered or constructed in, or removed from the Common Areas except upon prior written consent of the Architectural Control Committee, or the Declarant during the Development Period. No trash, plant or grass clippings or other debris of any kind shall be dumped, deposited or placed on or within the Common Areas. Except as expressly set forth in this Declaration, no structures of any kind, including fences and walls, may be built or placed within any right-of-way, easement or Common Areas either described herein or delineated on the Plat except as deemed appropriate by the Architectural Control Committee, or the Declarant during the Development Period

Section 5.8. Regulation and Protection Of Common Areas.

5.8.1. Specific Provisions. Prior to any pruning, limbing or tree removal in any Open Space Tract, or the stream and wetland buffers, the Kitsap County Department of Community Development shall be notified in writing of the scope of work. Any activities or work in such Tracts or buffers must be consistent with KCC 17.385.030.F, 19.100.130.D, 19.400.415 Development Standards. The Department

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will be required to make a critical areas site visit prior to the start of any work. Reference is made to Section 7.2 for additional provisions regarding the wetlands, stream and buffers.

5.8.2. Rule Making. During the Development Period, the Declarant and thereafter the Board, shall have the authority to regulate and control and/or adopt reasonable rules and regulations governing the use, operation and protection of the Common Areas.

ARTICLE VI.

Public Facilities; Initial Maintenance and Dedication

Section 6.1. Public Facilities. Tract A is hereby dedicated and conveyed to Kitsap County; Declarant has or will build, construct and/or install those Public Facilities to the standards of Kitsap County prior to the sale of any Lots.

Section 6.2. Storm Drainage Facilities. Storm drainage facilities within the Public Roads, the Tract E access road shall be built and installed in accordance with the requirements of Kitsap County.

Section 6.3. Sanitary Lift Station. The Sanitary Lift Station on Tract A shall be built and installed to the standards and requirements of Kitsap County.

Section 6.4. Dedication Of Sanitary Lift Station. Tract A and the Sanitary Lift Station thereon are hereby dedicated to the Kitsap County, subject to the following:

On the completion of the Sanitary Lift Station, Declarant shall be required to post a two-year maintenance bond. Declarant shall be responsible for providing regular and adequate maintenance during this two-year period and supportive maintenance records. At the end of this time, Kitsap County will inspect the Sanitary Lift Station and, when acceptable and 80% of the homes have been completed, Kitsap County will take over maintenance and operation of the Sanitary Lift Station within Tract A.

ARTICLE VII.

Compliance With Miscellaneous Plat Conditions

Section 7.1. Plat Conditions. The Declarant, the Association, all the Lot Owners and their tenants and contractors shall adhere to the conditions, requirements and

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restrictions noted on the fact of the Plat and all applicable codes and ordinances, including the additional Plat Conditions set forth in Section 7.6 below.

Section 7.2. Habitat Management Plan. Maple Lane contains two category IV Wetlands and a stream. Declarant has implemented or posted a performance bond guaranteeing implementation of the October 2009 Mitigation Plan/Habitat Management Plan prepared by BGE Environmental, LLC. The Plan includes installation of trees and shrubs intermixed with native plants. The wetlands and buffers around the wetlands and stream shall be maintained, mitigated and/or monitored in compliance with the County's Critical Areas ordinance, KCC 19.200, the BGE Mitigation Plan/Habitat management Plan and this Section 7.2.

Following implementation of the Plan, Declarant shall post a 7 year monitoring and maintenance bond with a surety approved by the County guarantee to insure monitoring of native vegetation plantings for a 7-year period from implementation of the Plan. Monitoring reports shall be submitted to Kitsap County DCD, Environmental Programs Division each year in late summer or early fall. Declarant shall be responsible for the monitoring, reporting, and maintenance requirements for a period of two (2) years following the recording of Maple Lane or the completion of the Habitat Management Plan improvements, whichever is later. Thereafter, the Association shall be responsible for such requirements and activities, and if the Bond premiums are payable annually, the Bond premiums due beginning with the year following the date the Association becomes responsible for the monitoring, reporting and maintenance.

Clearing, grading, excavation, fill and construction activities are prohibited in the Wetlands. No activities are otherwise permitted in the Wetlands and buffers that are prohibited by the County's Critical Areas Ordinance, and/or KCC 17.385.030F, 19.100.130.D and 19.400.415, including tree removal, unless expressly approved in writing, in advance by the County Department of Community Development.

Section 7.3. County's Maintenance Rights. Kitsap County shall have the right to inspect the storm drainage facilities throughout the Plat. If the County determines any such facilities require maintenance and repair, the County shall notify the Association and/or any Owner(s) responsible for the maintenance of such facilities. If the Association or responsible Owner(s) fail to perform such maintenance and repairs within 30 days (or such shorter time as the County deems necessary to protect life or property) the County shall have the right to perform the work and bill the Association or responsible Owner for the full cost of such work.

Section 7.4. Restrictions On Access. No Lot shall derive access directly from West Kingston Road. Access to the Lots shall be derived from Tract E.

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Section 7.5. Street Trees. Prior to the issue of occupancy permits for completed homes within each phase, Declarant shall have planted Street Trees within the Landscaping Strip on the Lots abutting Tract E. Each Street Tree shall be not less than 2” to 2 ½ ” caliper in diameter and based on 25 to 30 feet on center spacing on average. Actual planting may vary to accommodate driveways, but will not exceed an average on center spacing distance of 25-30 feet.

Details for all Street Trees (and any other required planting, if any) including species and a planting plan shall be submitted to the Kitsap County Department of Community Development for approval. The Plan shall show irrigation intent, soil amendments and planting details, including a minimum of 3 inches of bark mulch over all disturbed soils and the root ball planting area of all Street Trees.

Section 7.6. Other Plat Notes. Sheet 1 of the Final Plat includes “Conditions” setting forth responsibilities, conditions, restrictions and/or requirements that govern the use, development, maintenance of the Plat and all improvements therein. Some of those Conditions have been fully set forth elsewhere in this Declaration. Additional Conditions are set forth in the following subsections.

7.6.1. Concurrency Certificates. At the time of building permit application, the applicant shall submit Kitsap County Public Works Form 1061 for issuance of a Concurrency Certificate, in compliance with KCC 20.04.030, Transportation Concurrency.

7.6.2. Lot Specific Storm Drainage Systems.

- a. All lots shall connect to the street infiltration system. At the time of building permit application for each of the Lots, the applicant shall submit a site plan indicating the size and location of the infiltration system, per the approved plans for SDAP # 08-53803 on file with Kitsap County Development Engineering. The drainage plan schematic must be accepted by the Building Department, together with a demonstration that the developed impervious surfaces do not exceed the design assumptions.
- b. The following Table sets forth the allowable impervious areas for the 27 Lots set forth in said Table. If, at the time of Building Permit Application for any Lot and/or any additional road construction or site work, the proposed impervious area on said Lot is greater than the amount indicated for the Lot in the Table, a Site Development Activity Permit (SDAP) will be required for that Lot. The permit application must be prepared by a civil engineer licensed in the State of Washington and shall be accompanied by

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an engineered drainage plan to provide additional stormwater mitigation. The Lot Owner shall comply with Kitsap County Code Title 12 effective at the time the Preliminary Plat application was deemed complete (March 24, 2009). Fees and submittal requirements shall be in accordance with Kitsap County Code in effect at the time of Building Permit Application.

IMPERVIOUS AREAS ALLOWED TABLE							
LO T No.	TOTAL (s.f.)	ROOFTOP (s.f.)	DRIVEWAY (s.f.)	LO T No.	TOTAL (s.f.)	ROOFTOP (s.f.)	DRIVEWAY (s.f.)
1	2200	1600	600	16	2200	1600	600
2	2400	1800	600	17	2200	1600	600
3	2200	1800	400	18	2200	1600	600
4	2200	1600	600	19	2200	1600	600
5	2200	1600	600	20	2200	1600	600
6	2200	1600	600	21	2200	1600	600
7	2200	1600	600	22	2200	1600	600
8	2200	1600	600	23	2200	1600	600
9	2200	1600	600	24	2200	1600	600
10	2200	1600	600	25	2200	1600	600
11	2200	1600	600	26	2200	1600	600
12	2200	1600	600	27	2200	1600	600
13	2200	1600	600				
14	2200	1600	600				
15	2200	1600	600				

7.6.3. The Landscaping Strips shall be maintained in accordance with the provisions of Section 5.4.2.

7.6.4. The Subdivision was reviewed and approved by Kitsap County with the Urban Low Density Residential (UL) Zoning Designation.

7.6.5. Kitsap County will not be responsible for any damage to any private roads, tracts and/or easement areas that may occur during routine maintenance activities and that in Kitsap County's judgment occur, in whole or in part, because of any construction materials and techniques, or any maintenance materials or techniques. This includes, but is not limited to, damage to pavement or vegetated areas caused by maintenance trucks.

Section 7.7. Submission Of Amendments To County. Kitsap County is an intended beneficiary of the following provisions of this Declaration:

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Articles V, VI and VII
Sections 5.1-5.3, Sections 9.1, 10.2, 10.8, 10.9 and 11.6

Notwithstanding any provision in Section 15.8 of this Declaration, no amendment or modification of this Article VII may be recorded or shall be effective unless expressly approved in writing by Kitsap County's planning director. In the event of any proposed modifications to the preceding Articles or Sections of this Declaration, such proposed modifications shall be submitted to the Kitsap County Planning Director for review. In the event said Director transmits a written objection within ten (10) days of the Director's receipt of such proposed modification, this Declaration shall not be modified until such objection is resolved.

The Owner or the Association, as the case may be, shall also be required to submit any application that may be required under County ordinances or codes in connection with such amendment or modification of this Article VII or any plat condition which was the subject of this Article VII and approval must be received before any such amendment or modification may be recorded or take effect.

ARTICLE VIII.

Maintenance of Lots

Section 8.1. Exterior Maintenance By Owner. Each Lot and Residence shall be maintained by the Owner in a neat, clean and attractive condition at all times and shall be kept free of accumulations of litter, junk, containers, equipment, building materials and other debris. All refuse shall be kept in sanitary containers sealed from the view of any Lot or from any street and such containers shall be emptied regularly and their contents lawfully disposed of off the Subdivision. No grass cuttings, leaves, limbs, branches and other debris from vegetation shall be dumped or allowed to accumulate on any part of the Subdivision, except that a regularly tended compost device (approved by the Architectural Control Committee) shall be permitted. Each Lot Owner shall maintain their lawn and landscaping in a condition consistent with the maintenance standards of the Association. Each Lot Owner shall maintain all individual stub outs and infiltration systems and other secondary drainage facilities on such Owner's Lot in a good condition and repair as part of the storm drainage system for the Subdivision, and as established in the O & M Manual for the Subdivision.

Section 8.2. Lot Maintenance By The Association. In the event that an Owner shall fail to maintain a Lot or the exterior of a Residence in a manner consistent with

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maintenance standards of the Association, the Board shall, upon receipt of written complaint of any Owner, or upon its own initiative, and a subsequent investigation, have the right through its agents and employees to enter upon the offending Owner's Lot and repair, maintain and restore the Lot and exterior of the Residence on that Lot if the Owner shall fail to respond in a manner satisfactory to the Board within fourteen (14) days after mailing of notice by certified mail to the last known address of the Owner. The cost of such repair, maintenance or restoration shall be assessed against the Lot, and the Board shall have the right to cause to be recorded a notice of lien for labor and materials furnished, which lien may be enforced in the manner provided by law.

ARTICLE IX.

Land Use Restrictions

Section 9.1. Residential Restrictions. No Lot, or any building or structure thereon, or any part thereof, shall be used or occupied for any purpose other than as a single family residence unless specifically authorized by zoning laws and regulations, this Declaration, the Association and/or the Declarant. No garage shall be converted into living space. The conduct or carrying on of any manufacturing, trade, business, commerce, industry, profession, or other occupation whatsoever, upon any such Lot or any part thereof, or in any building or structure thereon erected, shall constitute a breach of this restriction. Notwithstanding the foregoing, and subject to this Declaration and all rules promulgated hereunder, the Owners are permitted to (i) lease or rent their Lot and improvements for residential use; or (ii) to operate a home business, provided the home business is legal, complies with zoning and other governmental regulations, does not materially increase traffic on, to, from or through the Subdivision, does not require additional parking areas, involves no exterior advertising or signs, and does not create or result in activities which are a nuisance or annoyance to other Members or residents of the Subdivision.

Section 9.2. Nuisances. No noxious or offensive activity shall be conducted on any Lot or Common Area, nor shall anything be done or maintained on the Subdivision which may be or become an activity or condition which unreasonably interferes with the right of other Owners to use and enjoy any part of the Subdivision. No activity or condition shall be conducted or maintained on any part of the Subdivision which detracts from the value of the Subdivision as a residential community. No untidy or unsightly condition shall be maintained on any property. Untidy conditions shall include, but are not limited to, publicly visible storage of wood, boats, trailers, recreational vehicles and disabled vehicles of any kind whatsoever, unless the same are stored and/or screened as provided in Sections 9.12 and 9.14.

Section 9.3. Temporary Structures. No structure of a temporary character or trailer, recreational vehicle, tent, shack, garage, barn, or other outbuildings shall be used on

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any Lot at any time as a residence, either temporarily or permanently. No vehicles parked in public rights-of-way may be used temporarily or permanently for residential purposes. All such structures shall be removed at the expense of the Owner of the Lot on which the structure is located.

Section 9.4. Changing Lot Contours. Following the initial construction of residences on each respective Lot by Declarant, the surface grade or elevation of the various Lots and other residential sites in the Subdivision shall not be substantially altered or changed in any manner which would affect the relationship of such Lot or other residential sites adjoining, or which would result in materially obstructing the view from any other Lot or residential site in the Subdivision, or which would otherwise produce an effect out of harmony with the general development of the immediate area in which said Lot or other residential site is located. Whether or not such alteration or change in the elevation or grade of any Lot or any residential site would be prohibited, shall be determined by the Declarant or the Association in its sole and uncontrolled discretion.

Section 9.5. Maintenance By Owners. Unless otherwise specifically provided herein, the Owner of each Lot shall be responsible for the maintenance and upkeep of the improvements and landscaping located thereon. All such Owners shall likewise maintain their hedges, plants, shrubbery, trees and lawns in a neat and trim condition at all times. After notice to an Owner from the Declarant or the Association of such Owner's failure to maintain said Lot, landscaping and/or improvements in accordance herewith, the Declarant or the Association shall have the right, through its agents and employees, to enter upon any Lot or improvement which has been found to violate the foregoing standards in order to repair, maintain and/or rectify the same to such standards. Provided, that the Board of Directors or its representative has given the Lot Owner notice and an opportunity to be heard, the cost of such work shall give rise to a Remedial Assessment against and on such Owner and such Owner's Lot and improvements and the provisions of this Declaration regarding the collection of assessments shall apply thereto.

Section 9.6. Plantings and Fences. No hedge more than six (6) feet in height, nor any fence, wall or other similar structure more than six (6) feet in height, shall be constructed, erected, placed, planted, set out, maintained or permitted on any Lot. All fencing and walls must be specifically approved by the Declarant or the Architectural Control Committee prior to their installation. No barbed wire, chain link or corrugated fiberglass fences shall be erected on any Lot. The Declarant or the Architectural Control Committee may adopt a fencing policy detailing acceptable styles of fencing if it deems appropriate.

Section 9.7. Signs. No signs of any kind shall be placed on any Lot or residential site in the Subdivision where the same is visible from any Lot or street in the Subdivision, except as may be provided in this Declaration or in accordance with such rules and

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regulations as may from time to time be adopted by the Declarant or the Architectural Control Committee. In the absence of such rules and regulations, no signs whatsoever other than conventional house numbers indicating the address of the premises shall be placed on any Lot, except the following:

“For Sale” or “for Rent” signs, the maximum size of which shall not exceed five (5) square feet, must be approved in advance by the Declarant or the Architectural Control Committee. During the Development Period, Declarant may require all such signage on Lots and homes to be uniform in the dimension and general character regardless of the building or realtor or other person involved in marketing the Lot or home; and

Unless or until RCW 64.38.034 is repealed or amended, the Association may not prohibit the outdoor display of political yard signs by an owner or resident on such Owner’s or resident’s Lot before any primary or general election. However, the Association may adopt regulations governing the length of time such signs may be displayed before each respective election, the removal of such signage and the style and size of such signage.

Uniformity standards may be adopted by the Declarant or the Architectural Control Committee. Lots owned by the Declarant shall not be subject to the restrictions of this Section.

Section 9.8. Animals. The Association, with the approval of a majority vote of the Members, may adopt rules and regulations governing the control of animals. Unless or until contrary rules are so adopted, the terms of this Section 9.8 shall govern animals within the Subdivision. No livestock, animals, poultry or fowl shall be kept on any Lot other than animals or birds of the type and species generally recognized as common household pets in the immediate area, such as dogs, cats, canaries and parakeets which are kept on said property solely as household pets; provided that no such household pet which is or becomes an annoyance or nuisance to the neighborhood shall thereafter be kept on any Lot. No dog houses, dog runs or dog kennels may be placed on any Lot unless they are substantially screened from the view of neighboring properties and the streets and do not create an annoyance or nuisance. All dogs shall be kept in the residence or garage at night so as to eliminate disturbances related to barking dogs while other residents are trying to sleep.

For the protection of all Owners, pets that are unruly, noisy, or who cause complaints cannot be allowed to remain, and the Board may at any time require the removal of any pet which the Board finds is disturbing other Owners unreasonably (the Board may exercise this authority for specific pets even though other pets are permitted to

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remain). Animals must be kept on a leash when taken off an Owner's premises. Pets may not be tied outside the home. Unfenced pets may not be left outside when the owners are absent from their home. Each Owner must clean up their pet's droppings immediately. Kennels of any type are not allowed.

Section 9.9. Garbage Disposal. The Owners of the Lots in the Subdivision shall be responsible to assure that no garbage can or other receptacle will be visible from any place outside the premises except on collection day.

Section 9.10. This section not used.

Section 9.11. Clotheslines. No Owner or occupant of any Lot shall place or permit clotheslines in any side or front yard.

Section 9.12. Vehicles. Boats, boat trailers, house trailers, automobiles, trucks, campers, motor homes or other vehicles (collectively, "Vehicles") or any part thereof, not in actual current use shall be not stored or permitted to remain on any Lot unless the same is stored or placed in a garage or other fully enclosed space, or is substantially screened so as to minimize unsightly view thereof from any streets and abutting Lots or Property. The Declarant or the Architectural Control Committee shall be permitted to permit exterior storage of such Vehicle if the Declarant or the Architectural Control Committee is satisfied that such storage area is substantially screened in an attractive manner, (i) so as to minimize the unsightly view of such stored Vehicle from the private or public streets and abutting Lots; and (ii) such screening is visually attractive and harmonious with and in keeping with the Subdivision as a whole.

Section 9.13. Trash and Accumulations. No trash, refuse pile, vehicles, underbrush, compost or other unsightly growth or objects shall be allowed to group, accumulate or remain on any Lot so as to be a detriment or unreasonable annoyance to the Subdivision or become a fire hazard. In the event any such condition shall exist upon any Lot, Declarant or the Architectural Control Committee may enter upon said Lot and remove the same at the expense of the Lot Owner, who, on demand, shall reimburse Declarant or the Architectural Control Committee for the cost thereof and such entry and removal shall not be deemed a trespass.

Section 9.14. Woodpiles. Woodpiles or wood supplies shall not be stored on any front or side yard unless substantially screened in an attractive manner.

Section 9.15. Restrictions On Yard Sales. Declarant and the Association shall have the right to limit, restrict, regulate or prohibit "Yard Sales", "Garage Sales", "Moving Sales" and similar activities through the adoption of a uniform "Sale Policy" that shall

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become binding throughout the Subdivision within ten (10) days of adoption and shall remain in effect until amended by Declarant or the Association.

Section 9.16. Deviation. Declarant hereby reserves the right to enter into agreement with the grantee of any Lot or Lots (without the consent of the Owners of any other Lots) to deviate from the conditions, restrictions, limitations or agreements contained in this Declaration. Any deviation shall be manifested in an agreement in writing and shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining Lots in the Subdivision and the same shall remain fully enforceable as to all other Lots located in the Subdivision.

Section 9.17. Leases. All leases and rental agreements must provide that its terms shall be subject in all respects to the provisions of the Declaration and the Bylaws and the Rules and Regulations, and that any failure by the tenant to comply with the terms of such documents or Rules and Regulations shall be a default under the lease or rental agreement. If any lease under this section does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be part of the lease and binding upon the Owner and the tenant by reason of their being stated in this Declaration. If any lessee or occupant of a Unit violates or permits the violation of his guests and invitees of any provisions hereof or of the Bylaws or of the Rules and Regulations, and the Board determines that such violations have been repeated and that a prior notice to cease has been given, the Board may give notice to the lessee or occupants of the Unit and the Owner thereof to forthwith cease such violations; and if the violation is thereafter repeated, the Board shall have the authority, on behalf and at the expense of the Owner, to evict the tenant or occupant if the Owner fails to do so after Notice from the Board and an opportunity be heard. The Board shall have no liability to an Owner or tenant for any eviction made in good faith. The Association shall have a lien against the Owner's Unit for any costs incurred by it in connection with such eviction, including reasonable attorney fees, which may be collected and foreclosed by the Association in the same manner as Remedial Assessments are collected and foreclosed under Article IV.

Section 9.18. Additional Restrictions. Declarant may from time to time during the Development Period impose or eliminate restrictions on all or any part of the Subdivision, including, but not limited to, designation of specific height restrictions, reservation of view corridors, color restrictions and fencing restrictions. Such restrictions shall be enforceable by the Declarant and/or the Association.

Section 9.19. Easements and Restrictions On Final Plat. Easements, restrictions and other obligations set forth in the recorded Plat are incorporated herein and hereby reserved on each Lot as shown on the final approved Plat.

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Section 9.20. Sales and Construction Facilities. Notwithstanding any other provision in this Declaration to the contrary, it is expressly permissible during the Development Period for the Declarant and its agents, employees or nominees, to maintain on any portion of the property owned by the Declarant or Association, such facilities as the Declarant may reasonably feel are required, convenient or incidental to the construction and/or sales of Lots or improvements thereon. The Declarant may permit, in writing, an individual owner to maintain temporary equipment and construction material on the Owner's Lot when the Declarant feels the same is reasonably required, convenient or incidental to construction activities for improvement on said Lot.

ARTICLE X.

Building Restrictions

Section 10.1. Plans For Residences Must Be Approved. Any residence in the Plat constructed, reconstructed or whole exterior is remodeled by a builder other than the Declarant must be constructed in accordance with a plan approved by the Architectural Control Committee. The requirements for the plans and the approval thereof are described in Article XI. All buildings and other structures must be designed by an architect, who is either registered to practice in the State of Washington or is a designer approved in writing by Declarant, its nominee, or the Architectural Control Committee.

Section 10.2. Building Setbacks. Setback requirements for all buildings and structures in the Subdivision shall be established in accordance with the requirements of the County and the Declarant or Architectural Control Committee, and unless waived by Declarant and the County. Structures, fill or improvements (including, but not limited to, decks, patios, outbuildings, eave overhangs, chimneys, bay windows and similar projections) shall not be permitted within building setback lines or drainage easements.

Section 10.3. Minimum Size Requirements. No building shall be allowed on any Lot in the Subdivision except one single-family dwelling house, all for the use and occupancy of one immediate family and attendant bona fide domestic servants only. Any auxiliary building must be so designed and constructed as to be compatible in appearance with the main building and must have the approval of the Declarant or the Architectural Control Committee. Each Residence must have a private enclosed car shelter for not less than two cars. Each Residence shall have a fully enclosed living area, excluding attached garage or carport, which has a floor area of not less than 864 square feet in the case of one-story houses, and 993 square feet in the case of two-story houses. The above requirements do not supersede any governmental requirements that are more restrictive or any requirements adopted or modified by the Declarant that are specific to individual Lots.

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Section 10.4. Maximum Height Restrictions. No such dwelling house shall exceed two (2) stories (excluding the basement) or be more than thirty-five (35) feet in height, without prior written approval of the Declarant or the Architectural Control Committee and the County. Height of buildings for purposes of this Section shall be measured from the highest point at which the natural contour of the ground comes in contact with such building or structure. The Declarant may, at any time and within its sole discretion, adopt, supplement or modify height restrictions applicable to individual Lots for the purpose of maintenance of views throughout the Subdivision. The height restrictions so adopted shall, unless specifically stated to the contrary, apply to any structure, tree or vegetation. Said restrictions need only the consent and signature of the Declarant, shall be valid and binding upon recordation of the same, and may occur at any time, provided, however, that no Owner of any Lot that has a structure which has been completely constructed and approved in accordance with the provisions of this Declaration may be compelled to have the height restriction reduced to a point below the height of the completed residence.

Section 10.5. Landscaping. Each Lot shall be landscaped in accordance with plans and specifications as now or hereafter adopted by the Declarant or the Architectural Control Committee. Notwithstanding the existence of plans adopted by the Declarant, all landscaping shall be thoughtfully done and in a manner which minimizes adverse view impacts to other Lot Owners in the Subdivision. All landscaping, including front yards, side yards and rear yards, must be completed within ninety (90) days from the date of occupancy of the Residence, building or structure constructed thereon. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval by the Declarant or the Architectural Control Committee.

Section 10.6. Construction. All construction of properly authorized improvements on any residential site which have been commenced, shall be diligently pursued to completion thereof in a manner and at a rate reasonably consistent with building standards prevailing in the immediate area relating to high quality construction of a similar type, and in no event shall the period of construction of any improvement exceed nine (9) months from the date of commencement of construction to completion as to external appearance, including finished painting. No auxiliary building shall be deemed completed as long as the dwelling house itself is incomplete.

The construction of residences shall also comply with the minimum floor elevations, if any, specified for each Lot on the Plat. All building downspouts, footing drains and drains from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain outlet in accordance with the Plat.

Section 10.7. Building Materials. All residences constructed on the Lots shall be built of new materials, with the exception of decor items such as used bricks, weathered

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planking and similar items. The Declarant or the Architectural Control Committee shall determine whether a used material is a decor item. In making this determination, the Declarant or the Architectural Control Committee will consider whether the material harmonizes with the aesthetic character of the Subdivision. All roofs, siding and trim shall be in accordance with specifications as to type, style, color and other criteria as shall be adopted by the Declarant or the Architectural Control Committee.

Section 10.8. Permits. No construction or exterior addition or change or alteration of any structure may be started on any portion of the Subdivision without the Owner first obtaining a building permit and other necessary permits from the proper local governmental authority.

Section 10.9. Codes. All construction shall conform to the requirements of the State of Washington codes (building, mechanical, electrical, plumbing) and local requirements required by the County in force at the commencement of the construction, including the latest revisions thereof.

Section 10.10. Entry For Inspection. Any agent, officer or member of the Declarant, the Board and/or the Architectural Control Committee may, at any reasonable predetermined hour, upon 24 hours' notice during construction or exterior remodeling, enter and inspect the structure to determine if there has been compliance with the provisions of this Declaration. There is hereby created an easement in favor of the Declarant, the Board and the Architectural Control Committee over, upon and across each Lot for the purpose of making and carrying out such inspections.

ARTICLE XI.

Architectural Control

Section 11.1. Declarant Control. For the purposes of further insuring the development of the Subdivision as a residential area of high standards, Declarant reserves the right to control the buildings, structures and improvements, including the location thereof, placed on each Lot and the Common Area. The Owner or occupant of each Lot by acceptance of title thereto or by taking possession thereof, covenants and agrees that no (a) Residence, building, wall, fence, outbuilding (e.g., garden shed, tool shed, pet house or playhouse), playground equipment, signs, lamp post, recreational facilities (e.g., swimming pool, hot tub, spa, basketball hoop, basketball court, tennis court, pool house or sport court) or other structure or improvement ("structure" or "building"); and (b) no external addition, modification, structural alteration or change of design, color or materials, shall be made to any building or structure on any Lot within the Subdivision, unless and until the plans, specifications and site plans therefore have been approved in writing by (i) the Declarant (or its nominee as provided herein) during the Development Period; or (ii) the

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Architectural Control Committee after the Development Period. In the case of such approval, only those plans receiving such approval may be placed, constructed or maintained on the Lot.

Section 11.2. Architectural Control Committee. During the Development Period, the Declarant may perform or may nominate the Association or an Architectural Control Committee (the "ACC") to perform the duties specified in this Section. After the Development Period, the Association's Board shall designate the ACC. The ACC shall have three (3) members who each serve three (3) year terms. ACC decisions shall be determined by a majority vote by the members of the Committee.

Section 11.3. Submission Of Plans. An application for approval of plans shall be submitted to the Declarant or the Architectural Control Committee with copies of complete plans and specifications of all proposed buildings or structures and the location of the same on the particular Lot, at least sixty (60) days prior to the proposed construction starting date, and such construction or alteration shall not be started until written approval thereof is given by the Declarant or the Architectural Control Committee. The written submission shall contain the name and address of the Owner submitting the plans and specifications, identify the Lot involved, and the following information about the proposed structure:

- (a) The location of the structure upon the Lot;
- (b) The elevation of the structure with reference to the existing and finished Lot grade;
- (c) The general design;
- (d) The interior layout;
- (e) The exterior finish materials and color, including roof materials;
- (f) The landscape plan; and
- (g) Other information which may be required in order to determine whether the structure conforms to the standards articulated in this Declaration and the standards employed by the Declarant or the Architectural Control Committee in evaluating development proposals.

Section 11.4. Review Of Plans. Refusal or approval of plans and specifications may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Declarant or the Architectural Control Committee shall deem sufficient.

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As to all construction, improvements and alterations of buildings and structures within or upon a Lot, the Declarant or the Architectural Control Committee shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations which is not suitable or desirable in the opinion of the Declarant or the Architectural Control Committee for any reason, aesthetic or otherwise, and in so passing upon such design, the Declarant or the Architectural Control Committee shall have the right to take into consideration the suitability of the proposed building or other structure, the material of which it is to be built, the exterior color scheme, the harmony thereof with the surrounding Lots and improvements, and the effect or impairment that said structures will have on the view of surrounding residences, and any and all facts, which, in the opinion of the Declarant or the Architectural Control Committee shall affect the desirability or suitability of such proposed structure, improvement or alterations. Any action or inaction by the Declarant or the Architectural Control Committee, or their respective agents, members or employees, shall be solely discretionary and all parties, Owners, Members and/or potential members shall hold and save harmless the Declarant and the Architectural Control Committee, and their respective agents, members or employees, provided any such actions or inactions are in good faith.

Section 11.5. Approval Procedures. Should the Declarant or its nominee fail to approve or disapprove the plans and specifications submitted by an Owner of a Lot within the Subdivision within thirty (30) days after written request therefore, then the applicant may request in writing a response within an additional fourteen (14) days. In the event there remains no response, the plans shall be deemed approved, provided, however, the plans must still comply with the Declaration in all other respects. No building, wall, fence, sign, swimming pool or other structure shall be erected or be allowed to remain on any residential site which violates any of the covenants or restrictions contained in this Declaration, the conditions described on the face of the Plat or any other recorded covenant that binds the Subdivision.

Section 11.6. Exclusions. Notwithstanding anything to the contrary herein, Lots owned by the Declarant and any plans and specifications for Residences, buildings or structures constructed by Declarant shall not be subject to this Article XI or any review by the Architectural Control Committee.

Section 11.7. Compliance With Codes. In all cases, ultimate responsibility for satisfying all local building codes and requirements rests with the Owner and contractor employed by the Owner. The Committee has no responsibility for insuring that plans and specifications which it review comply with relevant building and zoning requirements. No person on the Committee or acting on behalf of the Committee shall be held responsible for any defect in any plans or specifications which are approved by the Committee nor shall any member of the Committee or any person acting on behalf of the Committee be

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held responsible for any defect in a structure which was built pursuant to plans and specifications approved by the Committee.

ARTICLE XII.

Taxes

Each Owner shall pay without abatement, deduction or offset, all real and personal property taxes, general and special assessments, including local improvement assessments and any other charges of every description levied on or assessed against each respective Lot, or personal property located on or in each respective Lot.

ARTICLE XIII.

Indemnification and Liability

Section 13.1. Indemnification. To the full extent not prohibited by applicable Washington law, including the Nonprofit Corporation Act, each member of the Board of Directors, each member of the Association committee, each officer of the Association and the Declarant shall be indemnified by the Association against all expenses and liabilities, including attorney fees, reasonably incurred by or imposed in connection with any proceeding to which he or she may be a party or in which he or she may become involved by reason of holding or having held the position of Director, Association committee member, Association officer or Declarant, or any settlement thereof, whether or not he or she holds such position at the time such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by insurance and except in such cases wherein such person is adjudged guilty of willful misfeasance in the performance of his or her duties, provided that, in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. Nothing herein shall, however, be deemed to obligate the Association to indemnify any Owner of a Lot who is or has been a Board member or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by such Owner under and by virtue of this Declaration as an Owner of a Lot covered thereby. The foregoing right of indemnification shall not be exclusive of other rights to which such Director, officer or committee member may be entitled to through the Articles of Incorporation of the Association, this Declaration, or as a matter of law.

Section 13.2. Limitation Of Liability. No Director, officer or committee member shall have liability to the Association or its Members for monetary damages for conduct as a Director, officer or committee member, except for acts or omissions that involve intentional misconduct or a knowing violation of law by the Director, officer or committee member, or for any transaction from which the Director, officer or committee member will

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personally receive a benefit in money, property or services to which the Director, officer or committee member is not legally entitled, or for failure to exercise the degree of care and loyalty required under RCW 24.03. The Association and all Members and Owners waive any claims arising from or related to, directly or indirectly, any conflicts (actual or apparent) arising from agents of the Declarant also holding positions within the Association (e.g., Director of officer) during the Development Period.

Section 13.3. Additional Limitations and Authority. Neither the Declarant, the Association or any shareholder, employee, director, officer or committee member of either shall be liable to any Lot Owner based on the failure of the Declarant, Board or committee to enforce the terms of this Declaration. The Declarant expressly contemplates that there may be instances where a de minimus technical violation of the terms of this Declaration exist, but that the Declarant and/or the Association may conclude that cost, time and/or uncertainty of pursuing remedies to compel enforcement may outweigh the benefits or advantages that would inure to the Owners as a whole. Further, in the event the Declarant or the Association initiates an action to compel compliance with this Declaration, or an Owner initiates an action against the Declarant or the Association, the Declarant or the Board shall have the authority to settle and compromise the action. If a proposed settlement involves a permanent material deviation or waiver of any of the provisions of this Declaration (excluding a de minimus violation), such settlement shall require the approval of not less than 2/3rds of the Members entitled to vote, provided, during the Development Period, such membership approval shall not be required.

The preceding provisions shall not be construed to either relieve an Owner from compliance with this Declaration or the Association from insisting on compliance for continuing or similar violations. Further, to the extent the Association fails to take action to enforce compliance with the provisions of this Declaration any Owner shall have the right to enforce the provisions of this Declaration against a defaulting Owner.

ARTICLE XIV.

Other Reserved Rights

Section 14.1. Reservation Of Declarant's Right To Amend To Comply With FNMA, FHLMC or FHA Requirements.

14.1.1 Amendment By Declarant. Notwithstanding the provisions of Section 15.8, Declarant reserves the right to amend the Declaration as may be necessary to comply with the Federal Home Loan Mortgage Corporation ("FHLMC"), Federal National Mortgage Association ("FNMA") or Federal Housing Administration ("FHA") and any amendment thereto, regulations or

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requirements as necessary to enable the holders of first mortgages or deeds of trust to sell first mortgages or deeds of trust to FHLMC or FNMA or if such amendment is necessary to secure funds or financing provided by, through or in conjunction with FHLMC or FNMA or FHA.

14.1.2 Authorization to Amend. If Declarant, at its option, determines that it is necessary so to amend the Declaration, then Declarant, on behalf of all Lot Owners in the Association, is hereby authorized to execute and to have recorded (or filed, in the case of the Articles) said required amendment or amendments. All Lot Owners hereby grant to Declarant a full and complete power of attorney to take any and all actions necessary to effectuate and record said amendment or amendments and agree that said amendment or amendments shall be binding upon their respective Lots and upon them and their heirs, personal representatives, successors and assigns to the same extent as if they had personally executed said amendment or amendments. All Lot Owners hereby acknowledge and agree that the power of attorney granted herein shall be deemed coupled with an interest and shall be irrevocable.

14.1.3 Duration. Declarant's right under this Article shall exist only until the expiration of the Development Period.

Section 14.2. Other Reserved Rights. During the Development Period, Declarant reserves the right to convey access and utility easements over any part of the Plat to abutting properties on such terms and conditions as Declarant deems proper.

ARTICLE XV.

General Provisions

Section 15.1. Covenants Running With The Land. This Declaration is intended to constitute an equitable servitude and running Covenants that run with the land and is binding on Declarant, the Association, all Lot Owners and their respective heirs, successors and assigns and all parties and persons claiming under them for a period of forty (40) years from the date this Declaration is recorded, after which time this Declaration (as hereafter amended) shall be automatically extended for successive periods of twenty (20) years unless an instrument signed by a majority of the individuals then owning Lots has been recorded which reflects their intent to amend the Declaration in whole or in part. In the event that any provision or provisions of this Declaration violate the rule against perpetuities, such provision or provisions shall be construed as being void and of no effect as of twenty-one (21) years after the death of the last surviving initial Board Member of the Association or twenty-one (21) years after the death of the last survivor of all the initial Board Members' children and grandchildren who shall be living

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at the time this instrument is executed, whichever is later. In the event this Declaration is extended to include adjoining lands through the annexation procedures herein, this Declaration may only be terminated or changes in conjunction with the adjoining lands, and in such case, the agreement of the then Owners of a majority of all Lots subject to this Declaration, as amended and extended, shall be required to effect such termination or change. Termination of this Declaration or modifications which materially affect Common Areas or obligations of the Association shall first receive approval from any governmental agency potentially impacted by the termination or modifications. Any termination or change shall become effective upon the recording of such agreement, duly signed and acknowledged by the necessary parties, as above provided, in the offices of the Auditor of Kitsap County, Washington.

Section 15.2. No Abandonment. No Owner may avoid or diminish the burdens or obligations imposed by this Declaration by non-use of any Common Area or abandonment of his or her Lot.

Section 15.3. Enforcement. The Declarant during the Development Period, and, thereafter, the Association, the Board and/or any Owner shall have the right to enforce, by any legal proceeding at law or in equity, including without limitation, injunctive relief, all the provisions of this Declaration, as the same may hereafter be amended, including all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.

Section 15.4. Attorney Fees. In the event that it is necessary to seek the services of an attorney in order to enforce any provision of this Declaration or any lien created pursuant to the authority of this Declaration, the individual Owner against whom enforcement is sought shall be obligated to pay any attorney fees and costs incurred and such amount shall constitute a lien against the Owner's Lot.

Section 15.5. Notices. All notices, demands or other communications permitted or required to be given by this Declaration shall be in writing, and, if mailed, postage prepaid by certified or registered mail, return receipt requested (in the case of a notice to Declarant, the Association or to fewer than to all of the Owners), or if mailed first class postage prepaid (in the case of a notice to all of the Owners), shall be deemed given three (3) days after the date of mailing thereof, or on the date of actual receipt, if sooner, otherwise, notices shall be deemed given on the date of actual receipt. Notices shall be addressed to the last known address of the addressee. Notice to any Owner may be given at any Lot owned by such Owner; provided that an Owner may from time to time by notice to the Association designate such other place or places or individuals for the receipt of future notices. If there is more than one Owner of a Lot, notice to any one such Owner shall be sufficient. The address of Declarant and of the Association shall be given to each Owner

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at or before the time he or she becomes an Owner. If the address of Declarant or the Association shall be changed, notice shall be given to all Owners.

Section 15.6. Severability. The invalidity of any one or more phrases, clauses, sentences, paragraphs or sections hereof shall not affect the remaining portions of this Declaration or any part thereof. In the event that one or more of the phrases, clauses, sentences, paragraphs or sections contained herein should be invalid, this Declaration shall be construed as if the invalid phrase, clause, sentence, paragraph or section had not been inserted.

Section 15.7. Non-Waiver. No waiver of any breach of this Declaration shall constitute a waiver of any other breach, whether of the same or any other covenant, condition or restriction.

Section 15.8. Amendments: In General. Unless otherwise specifically addressed elsewhere, an amendment to any term or provision of this Declaration shall require the approval of the Declarant and the affirmative vote of seventy-five percent (75%) of the voting power of the Association. This Declaration may be amended during the Development Period by the Declarant with an affirmative vote of fifty-one percent (51%) of the voting power of the Association. Amendments to any provision of this Declaration which affect any Lot or Lots owned by the Declarant, or which alter the rights, duties and obligations of Declarant, shall require the affirmative written consent of the Declarant at all times. In the event that the Declarant has the necessary votes and desires to amend the Declaration during the Development Period, the Declarant may waive any requirements to conduct a membership meeting if and to the extent permissible by law. Any amendment to this Declaration must be recorded with the Kitsap County Auditor.

Section 15.9. Other Amendments. Notwithstanding the terms of Section 15.8, during the Development Period, Declarant reserves the right to (i) amend this Declaration as provided in Article XIV and Sections 5.3.4, 5.3.5, 5.3.6, 14.2 and 14.3; and (ii) to amend the Plat to conform to the as-built location of utility lines, storm drain lines, roads, sidewalks, gutters and other Plat infrastructure, without the joinder of any Lot Owner or the Association.

Section 15.10. Amendments To Conform To Federal Regulations. Any amendments to this Declaration shall either conform to the requirements of the Federal Housing Authority, the Department of Housing and Urban Development, and any Federal agency that provided grant funding for the initial acquisition of Lots from the Declarant, or require the written approval of all such agencies.

Section 15.11. Declarant's Right To Assign. The Declarant may assign any and all of its rights, powers, obligations, privileges and interest under this instrument to any other

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person or concern and in any such case any such successor or assignee may exercise and enjoy such rights, powers, privileges and interest and shall be responsible for such obligations to the same extent as Declarant would have been had such assignment not been made.

Section 15.12. Successors and Assigns. The covenants, restrictions and conditions articulated in this Declaration shall run with the land and shall accordingly be binding on all successors and assigns.

Section 15.13. Annexation. Declarant reserves the right, but is not obliged, to add other parcels to the Subdivision. Declarant reserves the right to determine the number and location of any Lots within the other parcels. If any other parcels are added to the Subdivision, all of the other parcels shall be governed by this Declaration. The character of the improvements which may be later added to the Subdivision on other parcels shall be compatible with improvements already existing on the Subdivision, provided, however, that Declarant may develop the other parcels for any lawful purpose that is allowed by applicable laws and regulations. All easements for ingress, egress, utilities and use of facilities, unless otherwise specifically limited, shall exist in favor of all Lot Owners in the other parcels.

Section 15.14. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation, maintenance, construction, appearance and harmony of the Subdivision. Any rules of strict construction shall not be applied if because of the application of such rules, any of the provisions of this Declaration would be invalidated or construed against Declarant.

Section 15.15 Effect Of Dissolution. In the event the Association is dissolved and not reinstated within two (2) years from dissolution, legal title to all the Common Areas owned by the Association shall vest in the Lot Owners as tenants-in-common, subject to

the Owner's obligations to maintain said Common Areas in accordance with this Declaration. Following dissolution of the Association, if two-thirds (2/3) of the Lot Owners elect to re-form and/or re-incorporate the Association, legal title to the Common Areas shall vest in said Association and said Association shall be subject to the provisions of this Declaration.

Section 15.16. Proxies For Transfer Of Roadways and Storm Facilities. Notwithstanding anything seemingly to the contrary elsewhere contained in this Agreement, Declarant and its designated successor is hereby granted a proxy and power of attorney to execute on behalf of each Owner, the Association and each person or entity with any interest in or to any Lot or Subdivision a Deed, Deeds or other instruments of conveyance, for the transfer of ownership of the Public Road Tracts (and the abutting

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sidewalks, curbs and gutters) and/or the Storm Facilities, to the County or any other municipal authority which may agree to assume responsibility for the ownership and/or maintenance of same.

DATED this 1st day of February, 2017.

Community Frameworks

By Linda Hugo
Linda Hugo
It's President and CEO

STATE OF WASHINGTON)

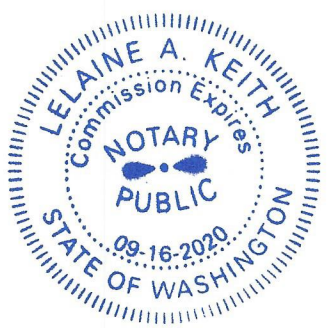
: ss.

COUNTY OF KITSAP)

I hereby certify that I know or have satisfactory evidence that Linda Hugo is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it as the President and CEO of Community Frameworks to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 2/1/17 Lelaine A. Keith
Notary Public in and for the State of Washington

residing at: Bremerton
My appointment expires: 9/16/20 Lelaine A. Keith
Print Name:



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EXHIBIT 1
Legal Description

THE EAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 27 NORTH, RANGE 2 EAST, W.M.; EXCEPT THE EAST 160 FEET OF THE SOUTH 300 FEET THEREOF; EXCEPT PORTION CONVEYED TO KITSAP COUNTY FOR ROAD PURPOSES BY DEED BEARING AUDITOR'S FILE NO. 684946; EXCEPT PORTION TO UNITED STATES OF AMERICA BY DEED BEARING AUDITOR'S FILE NO. 601559; AND EXCEPT THAT PORTION THEREOF, IF ANY, LYING WITHIN THE WEST 990 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER IN SAID SECTION 26; SITUATE IN THE COUNTY OF KITSAP, STATE OF WASHINGTON.

Kitsap County Assessors Tax Account Number: **262702-3-022-2001**
Comprising 8.45 acres.

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