

**MVCC Declaration of Restrictions
Table of Contents**

Article I

Definitions

Article II

Annexation of Additional Properties

Article III

Membership and Voting Rights

Section 1

Membership

Section 2

Voting Rights

Article IV

Property Rights in and Limitations to the Use of the Common Properties

Section 1

Members' Easement of Enjoyment

- (a) Right of Association to Limit Use
- (b) Right of Association to Charge Fees
- (c) Right of Association to Borrow Money for Grounds/Facilities Improvement and Security
- (d) Right of Association to Take Steps to Protect Common Properties from Foreclosure
- (e) Right of Association to Suspend the Voting and Use Rights for Non-Payment
- (f) Right of the Association to Transfer Property Rights to an Outside Public Agency
- (g) Developer Rights During Initial Development

Section 2

Delegation of Use

Section 3

Title to the Common Properties

Limits

- (a) Traffic/Parking Regulations, Along the Easements, to be Established by the Association
For Additional Information See Policies "Traffic Control" and "Parking Control"
- (b) Reasonable Access to Common Properties by Members of Meridian Valley Country Club
- (c) Intent of Common Property Use

Article V

Maintenance Assessments

Section 1

Creation of Lien(s) and Personal Obligation of Assessments

Section 2

Purpose of Assessment

Section 3

Uniform Assessments against Lots and Condominium Units

Section 4

Assessments against Condominiums while Site in Development

Section 5

Special Assessments for Capital Improvements

Section 6

Assessment Commencement Date

Section 7

Remedies for Non-Payment

Section 8

Subordination of the Lien to Mortgage(s)

Section 9

Exempt Properties

Article VI

Use of Property - Architectural Committee

Each Owner Obligated to Abide by the Following:

Section 1

Architectural Committee

Section 2

Quorum for Architectural Committee and Acting by Written Instrument

Section 3

Board of Trustees as 'Acting' Architectural Committee

Section 4

Approval of Plans by Architectural Committee

- (a) Checklist for Development of Properties
- (b) Members shall not Construct, Alter, or Maintain any Improvement until:
 - (1) Submission of Architectural Plans
 - (2) Withholding of Approval Though Plans are in Compliance with Restrictions
 - **For Additional Information See Policies "Driveway Materials" and Roofing Material**
- (c) Exterior Painting
- (d) Timely Committee Response to Plan Submissions
- (e) Committee Inspection of Finished Improvement
- (f) Communication with Architectural Committee

Section 5

Care and Appearance of Premise

For Additional Information See Policies “Installation of Playground and Recreational Equipment”

Section 6

Uses Permitted and Prohibited

- (a) Residential Purpose
- (b) Temporary Structures
- (c) Pets
- (d) Maintenance of Common Properties by Association
- (e) Lot Size
- (f) Business and Commercial Use of Property Prohibited
For Additional Information See Policy “Sale of Personal Property”
- (g) Parking of Vehicles in Disrepair
- (h) Containment of Refuse
- (i) Clotheslines
- (j) Advertising or Signs
For Additional Information See Policy “Landscape, Yard Maintenance, and Appearance Control”
- (k) Above Ground Fuel Tanks
- (l) Excavation or Dirt Removal
- (m) Changes to Natural Drainage
- (n) Living on Property Before Structure Built
- (o) Incomplete Improvements
- (p) Exterior Lighting
- (q) Visible Conduit
For Additional Information See Policy “Landscape, Yard Maintenance, and Appearance Control”
- (r) Parking

Section 7

Views

Section 8

Landscaping

- (a) Committee Philosophy
- (b) Removal of Trees, Shrubs, or Vegetation

Article VII

Remedies for Violations

Section 1

Violation of Rules or Regulations Concerning Common Properties

(a) \$25 fines per violation

(b) Barring Persons From the Property

Section 2

Violation of Provisions relating to the Use of Property

Section 3

Violation of Provisions Concerning Care and Appearance of Premise

Section 4

Violation of Provisions Concerning Landscaping

Section 5

Injunction

Section 6

Interest

Section 7

Action to Collect Moneys Due and Damages

Section 8

Fines shall be charged Against the Land

Section 9

Expenses and Attorney Fees

Section 10

Nonexclusiveness of Remedies

Article VIII

General Restrictions

Section 1

Utility Easements

Section 2

Errant Golf Balls

Section 3

Mortgages Protected

Section 4

Setback and Fence Requirements

Section 5

Severability

Section 6

Amendments and Termination of Declarations and Restrictions

Section 7

Waivers

Article IX

Commencement of Association

Article X

Conveyance of the Common Properties

Meridian Valley Country Club
ADMENDED
Declaration of Restrictions

This Declaration made this 1st day of February, 1973, by Meridian Valley Associates, a Washington Limited Partnership hereinafter referred to as "Developer";

WITNESSETH;

Whereas, Developer is the owner of certain real property fully described on Exhibit A attached hereto and

Whereas, by that certain contract dated the 27th day of September, 1967, and recorded under Auditor's File No. 6488081, Harold Learned and Sarah Jo Learned, his wife, agreed to subject certain real property, described fully in Exhibit B attached hereto, to these Declaration of Restrictions, and

Whereas, Developer intends to subject the properties described in Exhibits A & B to the following Declaration of Restrictions;

Now, therefore, Developer hereby declares that the properties described in Exhibits A and B shall be held, sold and conveyed, subject to the following restrictions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property described in said Exhibits. These restrictions shall run with the said property and shall be binding on all parties having or acquiring any right, title or interest in the said real property or any part thereof, and shall inure to the benefit of each owner, his heirs, successors and assigns.

ARTICLE I

DEFINITIONS

Section 1. "The Association" shall mean MERIDIAN VALLEY MAINTENANCE ASSOCIATION, its successors and assigns.

Section 2. "Developer" shall mean MERIDIAN VALLEY ASSOCIATES and any successors or assigns.

Section 3. "The Plat" shall mean that certain real property hereinbefore described, in Exhibits A and B and any additions thereto, annexed pursuant to Article II hereof.

Section 4. "Common Properties" shall mean all real property owned by the Developer or the Association designated as roadways or recreation areas and held for the common use and enjoyment of the members of the Association.

Section 5. "Lot" shall mean any plot of land shown upon any recorded subdivision map of the properties with the exception of the common properties.

Section 6. "Member" shall mean every person or entity who holds membership in the Association as provided in Article III hereof.

Section 7. "Owner" shall mean the record owner, whether one or more persons or entities and specifically including the Developer, of a fee simple title to any lot or lots, condominium site or sites, condominium unit or units which are within "The Plat" and shall include a contract purchaser thereof, but shall not include a contract seller or a mortgagee.

Section 8. The term “real estate contract” shall not include an earnest money receipt and agreement and the terms “contract seller” and “contract purchaser” shall not include the parties to any such earnest money receipt and agreement.

Section 9. The term “the development period” shall mean that period of time from the date of recording of this declaration until the charter of the Association is issued by the State of Washington.

Section 10. The term “Restriction” as used herein shall include within its meaning all reservations, charges, liens, covenants, conditions and easements herein set out.

Section 11. The term “Condominium” shall mean a structure consisting of more than one family dwelling unit.

Section 12. The term “Condominium Unit” shall designate one family dwelling unit out of the several family dwelling units within a condominium.

Section 13. The term “Condominium Developer” shall include one person, persons or business entity who cause the construction of a Condominium.

Section 14. The term “Condominium Sites” shall designate those portions of the plat on which may be developed “Condominiums.”

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. The Association or Developer during the Development period may annex additional residential properties and common areas to the Plat provided that annexation by the Association shall require the assent of 67 percent of the members of the Association. Any annexed areas and the resident or owner thereof shall be subject to these Articles, the By—Laws and “Declaration” and said residents or owners shall as a condition to annexation execute and record an instrument of conveyance impressing the requisites of the Declaration, Articles and By-Laws upon their Property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Person or entity who is the owner in any lot (s) or condominium site (s) or unit (s) which are subjected by this Declaration of Restrictions to assessments by the Developer or Association shall be a member of the Association: Provided, however, that if any lot or condominium unit is held by two (2) or more persons, the several owners of such interest shall designate one of their number as a “member”. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from Ownership of or the contract purchaser’s interest in any lot or condominium unit which is subject to assessment by the Developer or the Association. Upon transfer of the fee interest to, or upon the execution and delivery of a contract for the sale of (or of an assignment of a contract purchaser’s interest in) any lot or condominium unit, the membership and certificate of membership in the Association shall ipso facto be deemed to be transferred to the grantee, contract purchaser or new contract purchaser as the case may be. Ownership of or a contract purchaser’s interest in any such lot or condominium unit shall be the sole qualification for membership. Owners within annexed areas shall be members.

Section 2. Voting Rights. No person shall have more than one (1) membership regardless of the number of lots or condominium units owned or being purchased and the interest of each member shall be equal to that of any other member, and no member may acquire any interest which shall entitle him to any greater voice, vote or authority in the Association than any other member. In the case of lots or condominium sites or units owned by two (2) or more persons only the owner designated as the “member” pursuant to Section 1 of this Article III shall be entitled to vote.

ARTICLE IV

PROPERTY RIGHTS IN AND LIMITATION ON THE USE OF THE COMMON PROPERTIES

Section 1. Members’ Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the common properties and such easement shall be appurtenant to and shall pass with the title to, or contract purchaser’s interest in, every assessed lot, condominium site and/or unit subject to the following provisions.

- (a) The right of the Association to limit the number of guests of members;
- (b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common property;
- (c) The right of the Association, in accordance with its Articles and By—Laws, to borrow money for the purpose of improving the common property and facilities and in aid thereof to grant security interests thereon but the rights of such secured party or parties shall be subordinate to the rights of the homeowners hereunder;
- (d) The right of the Association to take such steps as are reasonably necessary to protect any such mortgaged property against foreclosure including, but not limited to, the right to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to the public; and
- (e) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his lot remains unpaid and for a period not to exceed thirty (30) days for any infraction of the Associations’ published rules and regulations. During the development period the Association shall be required to exercise its right to suspend the voting rights of, and the right to the use of the recreational facilities by, a member for non—payment of an assessment, upon the request of the developer.
- (f) The right of the Association, to dedicate or transfer all or any part of the common properties to any governmental unit, public agency or authority, public utility, or private entity, for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless as instrument signed by 67 percent of the members entitled to vote has been recorded, agreeing to such dedication or transfer.
- (g) During the developmental period, the exercise of all of the rights and powers set forth in subparagraphs (b) (c), (d) and (f) shall require the prior approval of the Developer.

Section 2. Delegation of Use. Any member may delegate his right of enjoyment to his family, or his tenants, who reside on the property and to his temporary guests, provided, that such delegation of use shall be subject to the provisions of these Declaration of Restrictions, and the Articles, By-Laws rules and Regulations of the Association and its committee and shall not be assignable.

Section 3. Title to the Common Properties. The Developer hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the common properties to the Association, free and clear of all encumbrances and liens forthwith upon such date as all lots and condominium sites have been sold by the Developer or on such earlier date as may be selected by the Developer.

Section 4. Limits

(a) The right—of—way along and across the common properties shall be exclusively for the purpose of walking thereon or traveling thereon by bicycle or motor vehicle with three or more wheels. The easement and right of way herein granted shall be nonexclusive and use thereof shall be subject to such reasonable rules and regulations as the Association may establish from time to time for safety purposes, for the purpose of protecting the private ways and for the purpose of protecting the peace and quiet. Such rules and regulations may include, but need not be limited to, traffic regulations in general, speed limits, or limits as to the type and size of vehicles which may use the private ways and the prohibition and/or limitation of parking.

(b) The common properties may be used by the patrons, guests and invitees of Meridian Valley Country Club for reasonable access subject to the Declaration, the Articles and By-Laws.

(c) By granting the right to Members and others to use such common property the Developer and the Association do not intend to dedicate such common property to the public but rather intend to preserve the private character of such common property.

ARTICLE V

MAINTENAINCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner or Contract purchaser of any lot or lots or condominium site or unit by acceptance of a deed or real estate contract therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Developer during the development period, and thereafter to the Association, as hereinafter provided; (1) An annual assessment or charge, and (2) Special assessments for capital improvements, such assessments together with such interest shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and costs of collection thereof (including reasonable attorney's fees) shall also be the personal obligation of the person who was the owner or contract purchaser (or in the event there is more than one owner or contract purchaser, against each of them jointly and severally) of such property at that time when the assessment fell due. The personal obligation shall not pass to successors in title unless expressly assumed by them: Provided, however, that in the case of a sale or a contract for the same of (or an assignment of a contract purchaser's interest in) any lot or condominium site or unit which is charged with the payment of an assessment or assessments the person or entity who is the owner or contract purchaser immediately prior the date of any such sale, contract or assignment shall be personally liable only for the amount of the assessment due prior to said date. The new owner or contract purchaser shall be personally liable for assessments which become due on or after said date.

Section 2. Purpose of Assessment. The assessments shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the properties, and among other uses may include, subject to the Board's discretion, the construction, establishment, improvements, repair and maintenance of the common properties and services and facilities related to the use and enjoyment of the common properties, the payment of taxes and insurance on the common properties, and the installation and maintenance of planting areas on the streets located within the subdivision the policing and fire protection of all properties within "The Plat" and the gate entries to "The Plat", and the reimbursement of Trustee's expenses to the Trustees.

Section 3. Uniform Assessments Against Lots and Condominium Units. Each and every lot, condominium site and unit located within “The Plat”, without regard to the value or front footage or square foot area thereof, and the owner of each thereof, shall be subject to such equal and uniform annual assessment or special assessment as shall be determined by the Developer exclusively during the development period or thereafter by the Board of Trustees of the Association and such determination shall be final and conclusive. After the development period the assessment shall be based upon the annual budget as adopted by the Board of Trustees of the Association and shall be disclosed at the Association’s annual meeting along with the budget; provided, that in the event at any time any of the lots or condominium sites shall be divided in ownership, then there shall be assessed against the several portions of any such lots or condominium sites, and the respective owners thereof, such proportionate part of the amount assessed against the several lots or condominium site bears to the whole, and the determination of the Board of Trustees in that respect shall be final and conclusive. The amount of the assessment and the extent of the expenditures for the purposes specified during the development period shall be determined exclusively by the Developer. Annual or special assessments shall not apply to lots not yet sold by the Developer.

Section 4. Condominiums. The owner or owners of condominium sites shall pay an assessment equal to the amount assessed against any lot but at such time as construction of a condominium is commenced the assessment shall apply equally to each condominium unit. The person or business entity developing any condominium units shall bear the assessment levied against any condominium units of which they are record owner. In the event any condominium unit (s) is (are) owned by more than one person or entity, then each owner shall be equally liable for any such annual or special assessment.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association or Developer during the development period may levy special assessments for capital improvements upon the common properties. Any such levy by the Association or Developer shall be for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common properties, including the necessary fixtures and personal property related thereto.

Section 6. Date of Commencement of Assessments: Due Dates. As to each particular lot or condominium site or unit involved, the liability for the annual or special assessments shall begin on the first day of the calendar month following levy the the Developer during the development period or thereafter following the annual meeting or special meeting at which such assessment is announced by the Board. Provided that if the entire assignment is not paid in full on or before the 10th day of the first calendar month following the adoption of the resolution enacting the assessment, then the member shall be charged a 10% penalty on the amount of the assessment.

Section 7. Effect of Non-Payment of Assessments: Remedies. If any assessment payment is not made within thirty (30) days after it was first due the payable, the entire assessment shall bear interest from the date on which it was due at the maximum legal rate, and the Developer or the Association, may bring an action at Law f or the entire amount assessed, against the one personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs, and reasonable attorney’s fees of any such action shall be included in any judgment or decree entered in such suit. No owner or contract purchaser shall be relieved of liability for the assessments provided for herein by non—use of the common properties or abandonment of his lot. Said foreclosure action shall proceed in the manner provided by law for the foreclosure of mortgages on land and in addition to all other costs reasonably incurred in such a foreclosure the defendant shall pay the costs of a title search. In addition to all other costs reasonably incurred in such a foreclosure the defendant shall pay the costs of a title search. In addition the member whose assessment obligation is delinquent may be suspended from use of the common properties.

Section 8. Subordination of the Lien to Mortgage(s). The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust or any second mortgage or deed of trust securing payment of the purchase price now or hereafter placed on any lot. Sale or transfer of any lot shall not affect the assessment lien.

Section 9. Exempt Property. The following property subject to the Declaration shall be exempt from the assessments created therein: (a) common properties; and (b) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State or Washington. However, no land or improvements devoted to dwelling use shall be exempt from said assessments, (c) lots or condominium sites held by the Developer or the Association.

ARTICLE VI

USE OF PROPERTY - ARCHITECTURAL COMMITTEE

Each owner or contract purchaser of any lot or lots, condominium unit or units, or condominium sites shall by acceptance of a deed or real estate contract therefor, whether or not it shall be so expressed in any such deed or other conveyance, be subject to the following:

Section 1. There shall be an architectural control committee and it shall at all times consist of as many persons, not less than seven (7), as the Developer or the Association shall appoint. The Developer, or at the end of the development period, the Association shall have the right to terminate the term of office of any member of the architectural committee at any time and to appoint new or additional members to the architectural committee at any time. The Developer and the Association shall keep on file at their principal office a list of the names and addresses of the members of the architectural committee. (b) Pursuant to and within the limit of that certain contract recorded under Auditor's File No. 6485061, Harold Learned or his designee, shall be automatically a member of this committee for so long as the said contract requires. (c) In no event shall it be a conflict of interest for an architect member of the committee to accept a commission to design an improvement for any member. Provided that he shall not act for the committee in reviewing plans prepared by him.

Section 2. Except as otherwise provided herein any four members of the architectural committee, shall have power to act on behalf of the committee without the necessity of a meeting of the committee. The committee may act only by written instrument setting forth the action taken signed by the members of the committee consenting to the action. When any four members all acting for the committee as a whole the written instrument setting forth the action to be taken must be concurred in, and signed by all four members so acting.

Section 3. If at any time the architectural committee shall be reduced to a number of less than four, or for any reason shall fail to function, the Developer or the Board of Trustees of the Association shall serve as the architectural committee.

Section 4. Approval of plans by architectural committee.

(a) The Developer and the Association recognize that there can be an infinite number of artistic conceptions and ideas for the development of homesites and condominiums. Nevertheless, for the protection of all who own or purchase property they will through the architectural committee make certain that any development of a homesite or condominium site shall be consistent with the environment and aesthetically pleasing. The architectural committee will prepare an architectural checklist setting forth general concepts for the development of any home or condominium which shall be available at the office of the Developer or the Association. Such checklist may be modified from time to time and said checklist is incorporated herein as if set forth in full.

(b) A member shall not construct, alter or maintain any improvement until:

(1) He has submitted to the architectural committee two complete sets of plans and specifications therefor in form satisfactory to the architectural committee, showing insofar as is appropriate (i) the size and dimensions of the improvement (ii) the exterior design, (iii) the exterior color scheme, (iv) the exact location of the improvement on the homesite, (v) the location of driveways and parking areas, (vi) the scheme for drainage and grading, and (vii) the landscaping arrangement; and (2) Such plans and

specifications have been approved in writing by the architectural committee and a copy of such plans and specifications as finally approved deposited for permanent record with the committee. Plans shall be presented to the architectural committee by submitting the completed plans in a manila envelope marked "Attention architectural committee", to the clerk in the receptionist's office at the Meridian Valley Country Club clubhouse between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, except on holidays. Plans may also be submitted by mail, if properly addressed to the attention of the architectural committee. However, all plans delivered by mail shall be deemed to have been submitted only upon their receipt at the Meridian Valley Country Club clubhouse. All plans lost in the mail will be deemed not to have been received. In such case the responsibility for resubmission of plans shall be on the owner. The submission of plans in a manner other than as described above is prohibited, and at the discretion of the architectural committee such plans shall be deemed not to have been received.

Approval of said plans and specifications may be withheld, not only because of their noncompliance with any of the restrictions and conditions contained herein, but also because of the reasonable dissatisfaction of the architectural committee with the grading and drainage plan, the location of the structure on the homesite, the color scheme, the finish, design, proportions, shape, height, style, or appropriateness of the proposed improvement or alteration, the material used therein, the kind, shape, or type of roof proposed with any matters or things which, in the reasonable judgment of the architectural committee, would render the proposed improvement inharmonious or out of keeping with the Associations objectives or the improvements erected on other homesites in the immediate vicinity. Approval of said plans and specifications by the architectural committee shall not relieve any owner, or his builder or contractor from complying with all city, county or state laws as are applicable.

(c) In the event that the member shall wish to change the exterior color scheme of any improvement they shall submit to the architectural committee such information with respect to their proposed change as the architectural committee shall require and shall make such change only after approval in writing has been obtained from such committee.

(d) If at any time the member shall have submitted to the architectural committee plans and specifications in accordance with Article VI, Section 4 (b) 1 and 2 for a dwelling house or condominium and the architectural committee shall have neither approved such plans and specifications within 30 days from the date of their submission nor notified the member of its objections within such 30—day period, then such plans and specifications shall be deemed to have been approved by the architectural committee. Similarly, in the event that the member shall have filed revised plans and specifications for a dwelling house with the architectural committee after receiving objections from the architectural committee as to the plans and specifications originally filed and the architectural committee shall have neither approved nor notified the member of its further objections within such 30-day period, then such revised plans and specifications shall be deemed to have been approved by the architectural committee.

If at any time the member shall have submitted to the architectural committee plans and specifications as required by any other section or sub-section of this Article VI or any other Article of the Declaration and the architectural committee shall have neither approved such plans or specifications or the color scheme within ten days from the date of their submission or notified the member of its objections within such 10-day period, then such plans and specifications or color schemes shall be deemed to have been approved by the architectural committee and the architectural committee shall have neither approved nor disapproved such revised plans and specifications of color scheme within ten days from the date of their submission, then such revised plans and specifications shall be deemed to have been approved by the architectural committee.

(e) Whenever a member has completed an improvement he shall promptly notify the architectural committee in writing. A member of the architectural committee on any weekday between the hours of 9:00 o'clock a.m. to 5:00 o'clock p.m. within 60 days following the time the members have so notified the architectural committee of the completion of an improvement may inspect such improvement for the purpose of determining whether it complies with the plans and specifications approved by the architectural committee. In the event that the architectural committee shall determine that such improvement does not comply with such plans and specifications it shall notify the member within such 60 day period, whereupon the member within such time as the architectural committee shall specify, not less than 30 days, however,

from the date of notice, either remove such improvement or alter it so that it will comply with such plans and specifications. In the event that the architectural committee shall not communicate with the member within 60 days from the time that they have notified the architectural committee of the completion of the improvement, the improvement shall conclusively be deemed to be satisfactory to the architectural committee.

(f) All communications to the architectural committee shall be delivered by hand or by mail to the Association at its principal office.

Section 5. Care and appearance of premises. The member shall maintain the improvements on the premises and the grounds of such premises in a neat and attractive manner, and in particular shall keep the grass and weeds cut, the shrubbery pruned and dead trees, shrubbery, and plants removed. The member shall keep the exterior of improvements on the premises in a good state of repair and appearance.

Section 6. Uses permitted and prohibited:

(a) The member shall use the lot or condominium site solely for residential purposes, and no building, other than a single family dwelling house and attached out-buildings, or attached garage for private use, shall be constructed or maintained on a single family lot.

(b) Temporary structures shall be permitted during the period of construction of a dwelling house or condominium unit if approved by the architectural committee, but such temporary structure shall be removed within 30 days after completion of said dwelling house or within six months after the date said temporary structure was erected, whichever period expires first.

(c) No domestic animals of any kind shall be raised, kept or permitted upon the lot or condominium unit or any part thereof other than dogs, cats and birds which are not kept, bred or raised thereon for commercial purposes or in unreasonable numbers and which are reasonably controlled to avoid their being a nuisance.

(d) Exterior maintenance by Developer and Association. The Developer during the development period, and thereafter, the Association shall maintain from assessment revenue all common properties and improvements thereon and said maintenance shall include but not be limited to removal of debris and litter, weeds, and other unsightly growth and maintenance of landscaped areas.

(e) Lot Size. No single family residence structure shall be erected unless the lot on which it is to be constructed is at least as large as the dimensions of that same lot appearing on the recorded plat at the time the plat as originally placed of record. No lot or portion of a lot in this plat shall be divided, sold, resold or ownership changed or transferred whereby the ownership of any portion of the plat shall be less than one lot as shown on the face of the plat. Provided this shall not in any way restrict the use or size of the condominium sites as defined in the Declaration of Restrictions.

(f) Business and Commercial Use of Property Prohibited. No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any residential lot, or within any building located on residential lot or condominium site, nor shall any goods, equipment, vehicles (including but not limited to boats, buses, trucks and trailers of any description) or materials or supplies used in connection with any trade, service, or business, wherever the same may be conducted, or any vehicles in excess of 6,000 pounds gross weight (including buses, trucks and trailers of any description) used for private purposes, be kept, parked, stored, dismantled or repaired on any residential lot or on any street within the property nor shall anything be done on any residential lot which may be or may become an annoyance or nuisance to the neighborhood.

(g) No owner or contract purchaser of any residential lot shall permit any vehicle owned by him or by any member of his family or by any acquaintance, and which is in an extreme state of disrepair, to be abandoned or to remain parked upon any street on any yard or driveway of any residential lot, within the existing property for a period in excess of forty—eight (48) hours. Should any such owner or contract purchaser fail to remove such vehicle within two (2) days following the date on which notice is mailed to him

by the Developer or following the date on which notice is mailed to him by the Developer or the Association informing him of a violation of this provision, the Developer or the Association may have such vehicle removed and charge the expense of removal to said owner or purchaser and such charge shall become due when mailed to the owner or contract purchaser. A vehicle shall be deemed to be in an extreme state of disrepair when in the opinion of the architectural committee its presence offends the reasonable sensibilities of the occupants of the neighborhood.

(h) No garbage, refuse, rubbish or cuttings shall be deposited upon or left on the lot or condominium site unless placed in an attractive container suitably located and screened from public view.

(i) No clothesline shall be located on the lot or condominium unit so as to be visible from a private way, dwelling house or another homesite, or from public areas including the golf course.

(j) Members shall at no time maintain any sign or other advertising device of any character upon the leased premises, except that they may maintain one sign, not larger than 400 square inches, advertising the property for rent or for sale.

(k) No fuel tank shall be maintained above ground on the lot or condominium site.

(l) Except with the permission of the architectural committee or except as may be necessary in connection with the construction of an improvement no excavation shall be made on the lot or condominium site nor shall any dirt be removed therefrom.

(m) Except with the approval of the architectural committee the natural drainage shall not be changed.

(n) Except with the approval of the Developer or Association, no person shall reside upon any lot or condominium unit until such time as the improvements to be erected thereon in accordance with plans and specifications approved by the architectural committee have been completed.

(o) The member shall not permit the exterior of any improvement to be constructed on the lot or condominium unit to remain incomplete for a period longer than one year from the date upon which construction of the improvement was commenced unless they have first obtained the permission in writing of the Developer or Association.

(p) The member shall neither install nor maintain exterior lighting of any sort which is visible from a street or from the dwelling house of any other member without first obtaining the permission of the architectural committee.

(q) The member shall not maintain any power, telephone or other utility wires or conduit serving the lot or condominium unit above ground. Ham antennas or aerials or television or radio antennas or aerials must be concealed entirely within the residence or condominium.

(r) All boats, buses, trucks, recreational vehicles, campers (when dismantled) and trailers on the residential lots must be stored or parked in a garage which conforms to the building requires set out in Article VI. None of the above vehicles may be stored in the driveway or yard areas of the residential lots or in the street area in front of the residential lots. Likewise, parking of the above mentioned vehicles in these areas for a period of more than one day is prohibited and none of those areas shall serve as the normal parking place for any of the vehicles in question. Likewise, automobiles shall not be stored in the yard or street areas, nor shall autos have their permanent parking place in any yard or street. The purpose of this section is to provide that the storage of all vehicles be done in enclosed areas, (excepting autos which may be stored in driveways, subject to the limitations in Article VI, Section 6 (g.)) and that all vehicles be stored except when in "use". The allowance of the one day parking exception is to allow temporary parking when such vehicles are being washed, loaded, and unloaded, etc., incident to the "use" of those vehicles. Living by any person or persons in any vehicle on, or adjacent to the residential lots is expressly prohibited and shall not be considered a "use" as that word is used in this section, so as to allow such vehicle to be parked in any yard, driveway or street for longer than the one day limit as mentioned above.

Section 7. View. It is important that members shall restrict the height of improvements on the lot or condominium site and the height of trees and vegetation growing thereon to the extent that the view of other members shall be preserved to the greatest extent reasonably possible. Limitation as to the height of improvement will be accomplished through the provisions contained in Article VI, Section 4. The architectural committee shall have the responsibility for determining whether trees or other vegetation on the members lots unreasonably interfere with the view of other members. In any case in which the architectural committee shall determine that there is such interference it shall send a notice in writing to the member, which notice shall set forth the extent of which trees or other vegetation be pruned or removed. If within 30 days after receipt of such notice the member has not caused trees or other vegetation to be pruned or removed to the extent required by the architectural committee, the Developer or Association, at its expense, may do such work, provided that the Developer or Association, if it desires, may charge the cost of such work to the member who has failed to carry out the pruning or removal of such trees or other vegetation.

Section 8. Landscaping.

(a) It is the desire of the Association and the Developer to preserve the natural vegetation of "The Flat" to the greatest extent possible and to discourage the planting of trees, shrubs, lawns and other vegetation thereon not indigenous to the Northwest.

(b) The member shall neither remove from the lot or condominium site any tree, shrub or other vegetation, without having first obtained the permission in writing of one member of the architectural committee.

ARTICLE VII

REMEDIES FOR VIOLATIONS

Section 1. Violation of rules or regulations concerning use of common properties:

(a) In the event that the member or any one in his family shall violate any rule or regulation which the Developer or Association may establish pursuant to Article IV, Section 4 (a) herein, the member shall be subject to a fine of not to exceed \$25.00 for each violation, which fine shall become payable at such time as Developer or Association shall deliver to member notice of such fine. The amount of the fine shall be added to the maintenance fund referred to in Section 6.

(b) In the event that any person, invitee, guest or non—member shall violate any rule or regulation established pursuant to Article IV, Section (a), such person may be barred from further use of the common property.

Section 2. Violation of provisions relating to use of property. In the event that the member shall construct or permit to be constructed an improvement on a lot or condominium site contrary to the provisions of Article VIII herein or in the event that a member shall maintain any development or thing on a lot or condominium site contrary to the provisions of Article VIII herein, the Developer or Association may no sooner than 60 days after it has delivered to the member notice of the violation of one or more of the provisions of such sections enter upon the lot or condominium site and remove an improvement or thing which may be on the lot or condominium site in violation of one or more of the provisions of such Article or alter, repair or change any improvement or thing which may be upon the lot or condominium site in violation of one or more of the provisions of such Article in such a manner as to make such improvements or thing conform to the provisions of such article. The member may be charged for the entire cost of the work done pursuant to the provisions of this section, which sum shall become payable by the member to the Association or Developer at such time as the amount due is mailed to the member. If by error, the architectural committee approves plans and specifications which are in violation of, or do not comply with the Declaration of Restrictions the owner shall nevertheless be required to comply with the Declaration of Restrictions on the same terms provided above, UNLESS reference to such variation from the Restrictions is made with an express waiver specifically allowing such variation.

Section 3. Violation of provisions concerning care and appearance of premises. In the event that the member shall fail to comply with the provisions of Article VI, Section 5 herein, the Developer or Association may no sooner than 30 days after it has delivered to the member written notice specifying the respects in which the member is violating such section enter upon the lot or condominium site and take such steps as in its judgment may be necessary to remedy the violation of such section. The Association or Developer may charge the member for the entire cost of the work done pursuant to the provisions of this section, which sum shall become payable by the member at such time as notice of the amount due has been mailed to the member.

Section 4. Violation of provisions concerning landscaping. The Developer or Association shall have the right to impose upon the member a fine for each violation of the provisions of Article VI, Section 8 herein in an amount not to exceed \$25.00 for each shrub removed in violation of the provisions in such section and not to exceed \$25.00 per inch of the diameter at the stump of each tree removed in violation of the provision of such section, which fine shall become payable at such time as the Association or Developer shall mail to the member notice of such fine. The fine shall be added to the assessment fund.

Section 5. Injunction. In the event of any violation or threatened or attempted violation of any of the restrictions herein contained either the Developer, the Association or any member affected or who may be affected by the violation or threatened or attempted violation may institute proceedings in the Superior Court of the State of Washington for the County of King or any other court of competent jurisdiction against the violator or violators to enjoin the violation.

Section 6. Interest. If the member shall fail to pay to the Association any money due to the Association hereunder such sum shall bear interest from the date due until paid at the maximum legal rate.

Section 7. Action to collect moneys due and damages. The Developer or the Association shall have the right to institute an action against any member to recover any moneys which may be due from the member hereunder and any damages which it may sustain on account of the violation of any provision hereof.

Section 8. Any such fines shall be a charge against the land and shall be a continuing lien upon the property which said lien may be foreclosed in the same manner as mortgages on land and shall be subordinated in accordance with Article V, Section 8.

Section 9. Expenses and Attorneys Fees. In the event that the Developer or the Association shall bring any suit or action, or shall in any other manner act to enforce any portion of this Declaration of Restriction or to collect any money due it hereunder or foreclose a lien or in the event that Developer or the Association, are involuntarily made a defendant in any litigation concerning the lot or condominium site by reason of any act or omission of the Developer or the Association, then the member will pay costs and expenses incurred by the Developer or the Association in connection with such suit or action including reasonable attorneys' fees.

Section 10. Nonexclusiveness of Remedies. The Developer or Association's election to pursue any remedy for violations hereunder shall not prevent it from following at the same time or any later time some other remedy provided hereunder. The remedies provided herein shall not be exclusive but shall be in addition to all other remedies provided the Developer or Association by law in the event of violation of this Declaration.

ARTICLE VIII

GENERAL RESTRICTIONS

Section 1. Utility Easements. On each lot, an easement is reserved under and upon five foot strips of land adjacent to front and rear and side boundary lines, for utility installation and maintenance, including but not limited to, power, telephone, water, sewer, drainage, gas, etc., together with the right to enter upon the lots at all times for said purposes. Additional utility easements are reserved as shown on the recorded plat, provided that in the event an owner of two or more contiguous lots constructs a residence which is partially

located (inclusive of yards and outbuildings) on more than one lot, the said easement reservation shall not be applicable to the common lot line or lines of the contiguous lots on which structures are placed.

Section 2. Errant Golf Balls. The right is hereby reserved for the owners of errant golf balls or other golf equipment which have alighted on any lot or condominium sites to make reasonable entry thereon to retrieve said golf balls or golf equipment.

Section 3. Mortgages Protected. Nothing herein contained shall impair or defeat the lien of any mortgage or deed of trust now or hereafter recorded covering any lot or condominium site, title to any property obtained as a result of foreclosure shall thereafter be held subject to all of the provisions herein.

Section 4. Setback and Fence Requirements. No building shall be located on any residential lot nearer than twenty (20) feet to the front lot line, nor nearer than twenty (20) feet to the rear lot line. No building shall be located nearer than ten (10) feet to any (non-street) side lot line (chimney, porches eaves and decks excepted). No building or structure shall be erected nearer than thirty (30) feet from the edge of the golf course. Fences shall not be permitted. Walls, hedges, retaining walls or mass planting will only be permitted where approved by the architectural committee. Setbacks on the condominium sites shall be as determined by the architectural committee. In dealing with this section the architectural committee shall have the authority in any individual case to make such exceptions as said committee shall in its uncontrolled discretion deem necessary or advisable.

Section 5. Severability. Invalidation of any portion of this Declaration by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 6. Amendment. This declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the Developer, the Association or its member(s) and the owner or contract purchaser of any lot subject to this declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument terminating these covenants which is signed by not less than the owners or contract purchasers then owning seventy-five percent (75%) of the property subject to this declaration or any supplemental declaration which shall have been filed with the King County Auditor. The provisions of this declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the property subject to this declaration or any supplemental declaration and thereafter by an instrument signed by not less than the owners or contract purchasers then owning seventy—five (75%) of the property subject to this declaration or any supplemental declaration. Amendments shall take effect when they have been recorded with the Auditor of King County. Provided that, notwithstanding the above provisions regarding the duty to secure the signature of ninety per cent (90%) of the owners or contract purchasers in order to amend, the Developer reserves the right during the development period to make and record without the concurrence or signature of any person or entity any additions, corrections, deletions or amendments to these restrictions as the Developer in its sole discretion deems necessary. No such addition, correction, deletion or amendment shall in any way be construed so as to impair the security of any party or entity holding security in a lot, condominium site or any other portion of the plat.

Section 7. Waiver. Any waiver by the Developer, Association or members of the performance or observance of any of these restrictions on the part of any member to be performed, or any leniency shown to the member in respect thereto or to any other member, shall not be deemed to constitute a waiver of the right of the Developer, Association or any member to proceed against the member for the breach or any subsequent breach by the member or any other member of the same or any other requirement of this Declaration.

