

**SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
OF PLAT OF MEADOW VIEW PARK**

Table of Contents

ARTICLE I - DEFINITIONS

- §1. "Association"
- §2. "Board of Directors"
- §3. "Common Area"
- §4. "Lot"
- §5. "Mortgage"
- §6. "Owner"
- §7. "Properties"

ARTICLE II - PROPERTY RIGHTS

- §1. Owners Easements of Enjoyment
- §2. Delegation of Use
- §3. Tracts

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

- §1. Every owner of a Lot
- §2. Classes of voting membership

**ARTICLE IV - COVENANT FOR MAINTENANCE
ASSESSMENTS**

- §1. Creation of the Lien
- §2. Purpose of Assessments
- §3. Maximum Annual Assessment
- §4. Special Assessments
- §5. Notice and Quorum
- §6. Uniform Rate of Assessment
- §7. Due Dates
- §8. Effect of Nonpayment
- §9. Subordination of the Lien to Mortgages

ARTICLE V - ARCHITECTURAL CONTROL

ARTICLE VI - RESTRICTIONS ON USE OF PROPERTY

- §1. Building Use and Location
- §2. Easements
- §3. Nuisances
- §4. Temporary Structure
- §5. Signs
- §6. Livestock and Poultry
- §7. Garbage and Refuse Disposal
- §8. Water Supply

**SECOND AMENDED
DECLARATION
COVENANTS,
CONDITIONS &
RESTRICTIONS OF
PLAT OF MEADOW
VIEW PARK**

THIS DECLARATION, made on the date hereinafter set forth by the Meadow View Park Homeowners' Association hereinafter referred to as "Declarant."

- §9. Oil and Mining Operations
- §10. Screening
- §11. Set Back.
- §12. Solar Panels

ARTICLE VII - GENERAL PROVISIONS

- §1. Enforcement.
- §2. Severability.
- §3. Amendment.
- §4. Annexation.
- §5. Conflicts

WITNESSETH:

WHEREAS, Declarant is the Homeowners Association representing all Owners of certain property in the County of King, State of Washington, which is more particularly described as:

*The plat of Meadow View Park, King County, Washington
as per plat recorded Volume 150 of plats pages 27 - 36.*

NOW THEREFORE; Declarant hereby declares that all of the properties described above except as hereinafter provided shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Meadow View Park Homeowners Association, its successors and assigns.

Section 2. "Board of Directors": The Board of Directors of the Homeowners Association shall be the governing body of the Association and shall have such power and shall be subject to such restrictions as shall be provided in this document and/or as provided in the Articles of Incorporation and Bylaws of the Association or as the same may be amended.

Section 3. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows: Tracts "B", "C", "J", "K", "R", "M", "P",

and "H" of the Plat of Meadow View Park above described.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties being designated by numbers. It does not mean Tract A, B, C, D, E, F, G, H, J, K, L, M, N, P, Q and R which are only subject to these covenants as hereinafter specifically provided, and as provided on the face of the Recorded Plat of Meadow View Park.

Section 5. "Mortgage" shall include Deeds of Trust.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Properties" shall mean and refer to that certain real property herein before described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable fees for the use of the Common Area;
- (b) The right of the Association to suspend the voting rights and right to use of the common area by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of the voting members has been recorded.
- (d) An easement in favor of the Association as it appears on the face of the Plat of Meadow View Park over the South 30 feet of the West 15 feet of Lot 1 and the South 30 feet of the East 15 feet of Lot 75 of the Plat of Meadow View Park for the purpose of installing and monitoring landscaping and the installation and maintenance of a plat entry monument. Said easement to include the right to ingress and egress for any neighborhood purpose as may be authorized and approved by the Board of Directors.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his

tenants, or contract purchasers who reside on the property.

Section 3. Tracts. The tracts found designated by letters of the alphabet in the Plat of Meadow View Park are not lots subject to the provisions of this Declaration of Covenants, Conditions and Restrictions. Said tracts are however subject to the provisions herein contained which refer directly thereto.

(a) Tracts E, F, G and N as shown on the Plat of Meadow View Park are to remain in private ownership. They are reserve tracts designated for future development and shall be subject to such uses as from time to time be permitted by public authority. These tracts shall not be subject to those restrictions placed upon lots hereunder. It is provided however that in event said tracts are at a future date permitted to be divided into building lots the then owner may with the consent of Association subject said lots or any portion of them to these Covenants, Conditions and Restrictions.

(b) Tracts L and Q as shown on the Plat of Meadow View Park are to remain as permanent open space. Title to these tracts shall remain in private ownership. As open space, these tracts may be used for any purpose that may be permitted by the public authority so long as it does not include erecting structures thereon. The area of these tracts may be used and developed as part of a golf course, park, playground or other open use. Non sight restricting fences may be erected.

(c) Tracts B, C, K, R, M, and H, as shown on the Plat of Meadow View Park, are owned by the Association and are subject to all of the provisions of these Covenants, Conditions and Restrictions pertaining to common areas.

(d) Tracts J and P as shown on the Plat of Meadow View Park are owned by the Association and are subject to all of the provisions of these CC&Rs pertaining to common areas. In addition, Tract J shall remain as permanent open space subject to a drainage easement in favor of King County; and Tract P shall be encumbered by a Native Growth Protection Easement as defined on the face of the recorded Plat, subject to a drainage easement in favor of King County.

(e) Tract A as shown on the Plat of Meadow View Park is dedicated to King County, Washington as storm water detention area and is to be maintained by the County.

(f) Tract D as shown on the Plat of Meadow View Park is a tract provided for access and utilities for the use and benefit of Lots 32 and 33 of said plat. Title to said tract shall be conveyed along with title to Lot 33. There is hereby established for the use and benefit of Lot 32 of the Plat of Meadow View Park a nonexclusive easement over Tract D for ingress, egress and utilities. The cost of maintenance and repair to be shared equally between owners of Lots 32 and 33. The owner of Lot 32 shall also have an easement to participate in maintenance of the landscaping in that portion of Tract D that is adjacent to Lot 32. Tract D shall be subject to these Covenants, Conditions and Restrictions save and except that no separate membership dues shall be assessed against Tract D. Ownership of Tract D shall not entitle the owner of Lot 33 or 32 to an additional vote on account thereof.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. If an owner sells a Lot on real estate contract, the membership of the owners shall terminate and the contract purchasers shall become a member, unless the contract retains membership in the owners, in which event, the contract purchasers will not be a member.

Section 2. The Association shall have one class of voting membership:

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments as set forth in ARTICLE IV, sections 3 and 4, together with interest, costs, and reasonable attorney's fees, 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 interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Their personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents in the Properties; for the maintenance of the Common Areas; for the maintenance of the landscaping along 144th Place Southeast; for the maintenance of the landscaping at the entry way to the plat and the planter island on 144th Place Southeast; for maintenance of the signage at the entry to the plat; and for utilities to serve the landscaped areas and the entry way improvements. The association shall also maintain the landscaping on the west side of lot 123 of the Plat of Rainier Crest Div. 3 .

Section 3. Maximum Annual Assessment. The annual assessment shall be \$250.00 per lot for all lots except lots 76 thru 80 which shall be assessed \$125.00.

- (a) The maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.
- (b) The Maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) Lots 76 thru 80 receive less benefit from the landscaping and maintenance of the plat. This fact is taken into consideration in any change in assessments or in special assessments by assessing them at a rate equal to 50% of the rate of the other lots for maintenance assessments.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, or entry way, or any other association owned improvements including fixtures, fences and signs provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots with the exception of Lots 76-80 which may be assessed at 50% of the normal assessment and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each lot on the first day of the month and payable on the date of closing of purchase of a house or upon transfer of ownership prorated to the end of that month. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date for all assessments other than that payable on closing will be January 1 of each year or as soon thereafter as the same is billed and upon receipt thereof.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance. Prevailing assessment rates shall continue until new assessment rates are established.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-

use of the Common Area or abandonment of his lot. In any such action, the prevailing party shall receive in addition to any amount awarded therein the actual attorney fees and costs incurred in pursuing the action.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

The Homeowners Association and the Architectural Control Committee (“ACC”) exists to protect the value and desirability of the property within its boundaries and to provide for maintenance and preservation of the common areas.

- 1 The ACC shall be responsible to review compliance with the architectural controls set forth in these CC&Rs and to recommend action which shall only be determined by the Board.
- 2 In addition to its role in advising the Board with regards to complaints of violations of Protective Covenants, this Committee will consider and offer recommendations to the Board for action with respect to conditions of street maintenance, sidewalks, traffic safety, street signs, street lighting systems, service utilities, and service easements, This Committee will also consider and advise the Board of recommendations with respect to general security measures and any other aspect of neighborhood concern consistent with the areas enumerated above.
- 3 The Board will maintain a permanent file of approved Change Request Forms, drawings and data relating to the areas of responsibilities of the ACC. The ACC will also serve as a focal point for members inquiries concerning these issues and suggest possible alternatives for assistance, such as the City of Newcastle or King County.
- 4 This ACC shall report regularly to the Board regarding current conditions and recommendations, if any, for action.
- 5 Applications for changes:
 - a. All applications for changes must be submitted using the Change Request Form found on the Meadow View Park Website (meadowviewpark.org) or as supplied by any ACC member.
 - b. Deadline for application to be considered during a given month: noon on day of ACC meeting.
 - c. Handling of incomplete applications: Applications will be automatically denied and returned to applicant with explicit directions on what was missing. The ACC will handle all applications in the best manner to expedite resolution of any issues and

concerns for a speedy resolution thereof.

- d. Pre-review of application before ACC meeting: If an application is submitted to the ACC at least one week before the ACC meeting, the chairperson will attempt to pre-review for completeness and contact the applicant if necessary for additional information.
 - 1. Changes to applications after ACC meeting but before Board meeting are acceptable in order to expedite the approval process.
 - 2. Changes to application at Board meeting: The ACC may recommend or the Board may approve something different from what was applied for, or may add requirements or conditions that were not in the original application. The applicant may suggest conditions but may not materially change the application at the Board meeting.
 - 3. Approvals outside of regular meetings (email, special meetings, etc.): At the discretion of the ACC, the Board may be asked to take an email vote of the Board to approve a time-critical application that would ordinarily be considered part of the ACC meeting agenda. Anything that requires a thorough discussion or review must wait until the following ACC and Board meetings for approval.
 - e. An original of all Change Request Forms submitted shall be kept by the Association and the Owner shall keep a copy of the original along with proof of the date that the Change Request Form was submitted to either the Board of Directors or the Architectural Control Committee.
 - f. Neither the ACC nor the Board has responsibility for ensuring that plans and specifications, which it reviews, comply with local building codes and requirements. Similarly, compliance with local building codes and requirements does not imply approval by the Board.
 - g. The Board or the ACC may, at its discretion, inform affected neighbors of a pending change.
 - h. Conflict of Interest: In the event the requested change involves a property contiguous to an owner who is a member of the Board of Directors or a member of the ACC, then said member shall be disqualified from participating in the approval or disapproval of the proposed Change Request. In the event of such disqualification, the disqualified member shall be replaced by another non-disqualified member of either the Board of Directors or the ACC.
- 6 Interior remodels (no change in footprint or exterior appearance): no application required.
- 7 Any complaint as to alleged violations of the Covenants must be in written form and signed. All such written complaints will be referred to the Committee for consideration. If the ACC determines a material violation exists, it may do any or all of the following:
- a. Refer the complaint to the Board.
 - b. Assist the complainant in referring the complaint to the City of Newcastle or other governmental agency.

8 All changes, additions or modifications are also subject to the following :

- A. No building, fence, wall or other structure, including driveways, shall be commenced, erected, expanded or modified upon the Properties, nor shall any exterior addition or change or alteration therein be made to any building, fence, wall or other structure until the plans and specifications showing the nature, kind, shape, height, materials and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by a majority of the Board of Directors, as recommended by a majority of the ACC composed of three (3) or more representatives appointed by the Board. Items specifically prohibited in Article VI are not subject to approval by this process and may not be approved without a change to the CC&Rs.

- B. All paint colors for repainting the exterior of each home is subject to ACC recommendation and Board Approval.

- C. Except for violations of those restrictions contained in Article VI hereof, in the event the Board or its designated representatives fail to approve or disapprove within 30 days after a complete set of plans and specifications had been submitted to it, approval will not be required and the related Covenants shall be deemed to have been fully complied with.

- D. No plans and specifications will be considered for recommendation by the ACC for approval by the Board which do not comply with those Restrictions on Use of Property as set forth in Article VI, and those which shall only be modified, changed or amended pursuant to Article VII, section 3. Violations of those restrictions contained in Article VI hereof will not be approved. Construction which is started and/or completed without a written approval of a Change Request Form by the Board will be considered to be in violation and subject to enforcement under Article VII. If construction does not commence on a project for which plans have been approved within one year after the date of approval, unless the majority of the Board of Directors grants an extension in writing, any previous approval shall be deemed withdrawn and it shall be necessary for the Owner to reapply for approval before commencing the proposed work.

- E. The ACC's recommendation to the Board for approval or disapproval as required in these Covenants shall be in writing and all approvals shall be in writing and signed by the President of the Board or his or her alternate.

- F. The failure of an Owner to submit a Change Request Form to the ACC (for recommendation to the Board for approval) with a written description including plans, and drawings of the proposed changes or to commence construction or any such change without approval from the Board of Directors shall be considered a violation of these Covenants. Such a violation shall be subject to enforcement by the Board of Directors which, in its discretion, may impose sanctions including, but not limited to a fine on the Owner in the amount of \$500 per month until either: 1) the Change Request with the adequate specifications of the plans and drawings is submitted and approved by the majority of the Board of Directors as recommended by the ACC or 2) the Owner restores the property back to its original condition before any changes were implemented.

ARTICLE VI

RESTRICTIONS ON USE OF PROPERTY

Section 1. Building Use and Location

- (a) No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for two or more cars.
- (b) The total floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 2,500 square feet.
- (c) All roofing material must be made of Cedar Shake, High Dimensional Fiberglas Composition, Imitation Shake/Tile as specifically set forth and described in the "Guidelines for MVP ACC Regarding Roof Replacement" as approved by the MVP Board on October 19, 2004 or as otherwise recommended by the ACC and approved by the Board.
- (d) All siding material for other than masonry construction or classical colonial design shall be wood or stucco or other material recommended by the ACC and approved by the Board.
- (e) Masonry construction or classical colonial construction shall be permitted in which event the provisions of paragraph (d) shall not apply.
- (f) All driveways, parking bays, front entry walks and porches are to be of made of materials recommended by the ACC and approved by the Board, including but not limited to exposed aggregate or stamped concrete, and/or brick paved borders/accents. Asphalt and smooth finish concrete are expressly prohibited.

- (h) The location, color, size, design, lettering and other particulars of mail or paper delivery boxes shall be subject to recommended by the ACC and approved by the Board.
- (i) Placement of all outside television, radio, aerials and or other antennas is prohibited. Satellite dishes must be sight screened from the street unless, upon submission of a Change Request Form, the location is recommended by the ACC and approved by the Board.
- (j) No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed or maintained within the properties. All purchasers of lots within the properties, their heirs, successors, and assigns shall use underground service wires to connect their premises and the structures built thereon to the underground electric or telephone utility facilities.
- (k) Variable width building set back lines (B.S.B.L.) exist on the face of the Plat of Meadow View Park on many of the lots. Permanent structures are not allowed within the B.S.B.L.
- (l) All windows encasings shall be of materials recommended by the ACC and approved by the Board.

Section 2. Easements.

- (a) Easements for installation and maintenance of utilities including Puget Sound Energy or successor and drainage facilities are reserved as shown on the recorded plat and over the front and rear seven feet, and the side two and one-half feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements which a public authority or utility company is responsible.
- (b) Maintenance of the native growth protection easement located on Tract P is to be provided by the Homeowners Association, unless King County assumes maintenance under authority of a new ordinance. Tracts B, C, H, J, K, M and R are also to be maintained by the Homeowners Association subject to plat restrictions.

Section 3. Nuisances

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. All motorized recreational vehicles, boats, boat trailers, travel trailers, non-motorized campers and other such recreational vehicles shall be sight screened and/or stored behind primary structure unless a variance is granted by the Board upon recommendation by the ACC. No cars, inoperative for reasons of mechanical failure, shall be parked and/or stored on any subject lot or in the street right-of-way for more than 72 hours.

Section 4. Temporary Structures.

- (a) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
- (b) Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting, within nine (9) months from date of start of construction unless, upon their review of a written request for an extension of time, the Board upon recommendation of the ACC grants such an extension.

Section 5. Signs

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period. Political signs no larger than 3 feet by 5 feet are permitted on a temporary basis before any primary or general election and shall be removed within 2 days following the primary or general election.

Section 6. Livestock and Poultry.

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

Section 7. Garbage and Refuse Disposal.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Sanitary composting of yard waste produced on the property shall be

permitted so long as it does not violate Article VI, Section 3 hereof.

Section 8. Water Supply.

No individual water supply system or septic system shall be permitted on any lot.

Section 9. Oil and Mining Operations.

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

Section 10. Screening.

Within the interior of the plat no fence, wall hedge or mass planting over three (3) feet in height, other than foundation planting, shall be permitted to extend nearer to any street in front of a lot than the minimum setback line; however, nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said retaining wall.

Section 11. Set Back.

No fence or wall shall be erected, placed, altered or maintained on any lot nearer to any street than the minimum building setback line unless approved by the Board upon recommendation by the ACC.

Section 12. Solar Panels

The Board does not prohibit the installation of a solar energy panel by an owner or resident on the owner's or resident's property as set forth in RCW 64.38.055 as long as the solar energy panel:

- (a) Meets applicable health and safety standards and requirements imposed by state and local permitting authorities;
- (b) If used to heat water, is certified by the solar rating certification corporation or another nationally recognized certification agency. Certification must be for the solar energy panel and for installation; and
- (c) If used to produce electricity, meets all applicable safety and performance standards established by the national electric code, the institute of electrical and electronics engineers, accredited testing laboratories, such as underwriters laboratories, and, where applicable, rules of the utilities and transportation commission regarding safety

and reliability.

In order for the Board to approve any application to place solar panels on a resident's property, an application including drawings must be submitted to the ACC for recommendation on the condition that:

- (1) There is no visibility of any part of a roof-mounted solar energy panel above the roof line;
- (2) the attachment of a solar energy panel to the slope of a roof facing a street only if:
 - (i) The solar energy panel conforms to the slope of the roof; and
 - (ii) The top edge of the solar energy panel is parallel to the roof ridge; or
 - (iii) A solar energy panel frame, a support bracket, or any visible piping or wiring to be painted to coordinate with the roofing material; or,
 - (iv) An owner or resident is to shield a ground-mounted solar energy panel if shielding the panel does not prohibit economic installation of the solar energy panel or degrade the operational performance quality of the solar energy panel by more than ten percent and the placement otherwise complies with these CC&Rs.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement.

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, disapprovals of Change Forms Requests, and charges now or hereafter imposed by the provisions of this Declaration except as follows: only the Board of Directors shall have the right to impose a monetary sanction for an Owner's failure to submit, obtain approval or adhere to the terms of any approved Change Request Form as required under Article V, or to levy a \$500 fine per month for any noncompliance with these CC & Rs. Failure by the Association or by any Owner to enforce any restrictions, conditions, covenants, reservations, liens, disapprovals of Change Requests and charges herein contained shall in no event be deemed a waiver of the right to do so hereafter. In any action brought to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, disapprovals of Change Requests, and charges now or hereafter imposed by the provisions of this Declaration, the prevailing party shall be entitled to the actual attorney fees and costs incurred in said action.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or order shall in no way affect any other provisions which shall remain in full force and effect.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.