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9801260449

After Recording Return To:
Bryce H. Dille
of Campbell, Dille & Barnett
317 South Meridian
P.O. Box 488
Puyallup, WA 98371

98 JAN 26 PM 3:28

RECORDED
CATHY PEARSALL-STIPEK
AUDITOR PIERCE CO. WASH

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

Grantor: Fennel Ridge, L.L.C., a Washington Limited Liability Company
Grantee: Fennel Ridge CHICAGO TITLE JAN 26 '98 155886
Legal Description (abbreviated): Lots 1 through 4 and Lots 26 through 50 of the Plat of Fennel Ridge Division One
Assessor's Tax Parcel Number:

THIS DECLARATION is made this 26th day of January, 1998, by and between FENNEL RIDGE, L.L.C., a Washington Limited Liability Company, hereinafter referred to as Fennel Ridge, (Declarant).

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Declaration Of Covenants, Conditions, And Restrictions

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Grantee: Fennel Ridge

Fennel Ridge, L.L.C
Declaration Of Covenants, Conditions, And Restrictions

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I. Background

1. Declarant is the owners of certain property in the City of Bonney Lake, described as Lots 1 through 4 and Lots 26 through 50 of the Flat of Fennel Ridge Division One, recorded under Pierce County Auditor's Recording No. 9801160331
2. Declarant intends to create on the property described above together with other property which will be subject to this Declaration, a residential community known as Fennel Ridge, Divisions One and Two. Division Two will have 21 lots consisting of Lots 5 through 25 of the plat of Division Two of Fennel Ridge to be recorded at a later date.
3. The property subject to these protective covenants shall not only include the 29 lots in the initial plat of Fennel Ridge Division One but shall also include all additional lots in Division Two containing approximately 21 lots. At such time as the plat of Division Two has been approved and been recorded, the Declarant may amend the Declaration by setting forth the plat recording number of Fennel Ridge Division Two.
4. Declarant desires to preserve and enhance the property values, amenities, and opportunities in the above described residential community and to provide for,, health, safety, and welfare of residents, and to this end, desires to subject to the property comprising of Fennel Ridge Division One and Division Two together with such additions as may be made to the property to the covenants, restrictions, easements, charges, and liens set forth in this Declaration, each and all of which are for the benefit of the property and each owner.
5. Declarant has incorporated the FENNEL RIDGE HOMEOWNER'S ASSOCIATION to provide a means for meeting the purposes and intents set forth in this Declaration.

II. Declaration

1. Declarant declares that the property as described as Fennel Ridge Division One and Two shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens set forth in this Declaration, together with such other property as may be subsequently added in the future.
2. Further, Declarant delegate and assign to the FENNEL RIDGE HOMEOWNER'S ASSOCIATION, the power of maintaining, administering and enforcing the covenants and restrictions, collecting and disbursing the assessments and charges created in this Declaration, and promoting the health, safety, and welfare of the residents.

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III. Definitions

1. "ACC" shall mean the Architectural Control Committee as described in this Declaration.
2. "Articles" shall mean the Articles of Incorporation of the Association as defined below.
3. "Association" shall mean the FENNEL RIDGE HOMEOWNER'S ASSOCIATION, a Washington nonprofit corporation, its successors and assigns.
4. "Board" or "Board of Directors" shall mean the Board of Directors of the Association.
5. "Builder" shall mean any person or entity who purchases one or more lots directly from the Declarant and who is engaged in the business of building residences for purposes of resale and who shall commence construction of a residence upon a lot purchased directly from Declarant as set forth.
6. "By-Laws" shall mean the By—Laws of the Association as they may from time to time be amended.
7. "Common Area" shall mean the real property and easements as described in this declaration.
8. "Declarant" shall mean Fennel Ridge, L.L.C., a Washington Limited Liability Company, and its successors and assigns, provided such successors or assigns shall acquire (a) more than one lot from the Declarant for purposes of development, and (b) be specifically assigned the rights and duties of Declarant by a written instrument in recordable form. At such time as the Declarant named above is no longer the owner of any lot then the above referenced party shall no longer be considered a Declarant, and it shall not have any of the rights, duties, and obligations of the Declarant as set forth herein.
9. "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Reservations for Fennel Ridge, and any amendments thereto.
10. "Easement Areas" shall mean the real property described in the easement areas, which shall be used for the benefit of all residents.
11. "First Mortgagee" shall mean a lender who holds the first mortgage or deed of trust on a lot and who has notified the Association in writing of his holdings.

12. "Home" shall mean a structure located on a single family lot which is designed and intended for use and occupancy as a residence by a single family or which is intended for use in connection with such residence.
13. "Lots" shall mean Lot 1 through 4 and Lots 26 through 50 of the Plat of Fennel Ridge Division One recorded under Pierce County Auditor's Recording No. _____ together with Lots 5 through 25 of the plat of Fennel Ridge Division Two which will be created at such time as said plat has been approved and recorded.
14. "Member" shall mean every person or entity who holds membership in the Association.
15. "Mortgage" shall include a deed of trust or other security instrument.
16. "Mortgagee" shall mean the beneficial owner or the assignee of the beneficial owner or its designee, of an encumbrance on a lot created by a mortgage and also mean the vendor or assignee or designee of vendor of a real estate contract for the sale of a lot. The Mortgagee shall be deemed a separate Mortgagee for each lot on which it holds a Mortgage which constitutes a first lien on said lot for purposes of determining the percentage of first Mortgagees approving a proposed decision or course of action. Mortgagee shall have the same voting rights as the owners on any lot subject to such Mortgage.
17. "Owner" shall mean every person or entity, including Declarant, which is a record owner of the fee simple title to any lot, or if any lot is sold under real estate contract, the vendee or vendees under that contract; provided however, that the term "Owner" shall not include those having such interest merely as security for the performance of an obligation.
18. "Property" shall mean the real property described above.
19. "Structure" shall mean any building, fence, wall, pole, driveway, walkway, or the like.

IV. Property Subject To This Declaration And Additions There To

1. The Property. The real property which is subject to this Declaration is Lots 1 through 4 and Lots 26 through 50 of the plat of Fennel Ridge, Division One and shall also include Lots 5 through 25 of the Plat of Fennel Ridge, Division Two.

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V. Common And Easement Areas

1. Description of Common Area. The common areas shall include all easements as defined below or as appear on the plat of Fennel Ridge together with the following:

Tracts A1 and A2 are open space tracts subject to all notes and restrictions as shown on the final plat documents of Fennel Ridge identified above and each lot in both Division 1 and Division 2 of the Plat of Fennel Ridge shall have an undivided equal interest in said tracts. The notes pertaining to and controlling Tracts A1 and A2 identified above are attached as Exhibit A, which is incorporated and made a part hereof by this reference and also appear specifically on sheet 8 of 10 of the Plat of Fennel Ridge. Tract C is an open space,, park, and drainfield easement tract and that all lots in the plats of both Fennel Ridge Division 1 and Division 2 have an equal undivided interest in said tract. The Declarant has reserved the right to use Tract C for drainfield purposes for lots in both Divisions 1 and 2 of the plats of Fennel Ridge. Tract C is an open space and drainfield easement tract and that all lots in the plats of Fennel Ridge Division One and Division Two have an undivided interest in said tract. The Declarant has reserved the right to use Tract C for drainfield purposes for lots in both Divisions One and Two of the plats of Fennel Ridge.

2. Description of Tracts Which Are Not Common Areas.

Tract B is being retained in ownership by the Declarant and is to be sold to an adjoining property owner and is not subject to the terms and provisions of these protective covenants. Tract D is retained by the Declarant for the purpose of construction improvements thereon relative to the platting of Tract D as Fennel Ridge Division 2. Tract E is designated as a pedestrian access on the plat of Fennel Ridge and is to be dedicated to the City of Bonney Lake and therefore will not be subject to the terms and provisions of these protective covenants.

3. Declaration of Common Area. Declarant do hereby declare and dedicate the common areas as described above as well as all the easements which are also common areas as described below for the use and enjoyment by the owner's subject to the terms and conditions of these covenants.
4. Use of Common Areas. Each owner shall have the right to use the common areas in common with all other owners subject to this declaration, the by—laws, and any rules and regulations adopted by the Association as the following:

- a. The Association may totally bar or restrict the use of portions of the common area where ordinary use could be dangerous, unreasonably increase the Association the costs or be detrimental to the environment.
- b. The Association shall have the right to suspend the voting rights and the right to use of any recreational facilities on the common area by any owner for any period during which any assessment against said owner's lot remains unpaid, for a period not to exceed sixty (60) days, for any and each separate, infraction of the Association and public rules and regulations.

5. Easements As Set Forth in Plat.

- a. Easements. Declarant has also established for the benefit of all owners easements which may be described on the plat of Fennel Ridge as well as other easements for the following purposes:
 - i. A monument/entrance area and a portion of Lot 32.
 - ii. Easements for utilities, drainage, landscaping on common areas, streetlights.
 - iii. A fifteen foot easement for pedestrian access and utilities as described on the plat together with a pedestrian and utility easement 40 feet in width over and across Tract A. These easements are reserved and have been dedicated for public use in addition to all lot owners.
 - iv. Easement shall be dedicated and declared between Lots 13 and 14 for pedestrian access for the benefit of the public as well as all lot owners.

6. Owners' Easements of Enjoyment. Each Owner shall have the benefit of the "easements areas" and the "common areas" as defined above 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 adopt reasonable rules governing the use of the Easement Areas and the personal conduct of persons authorized to use said areas, and to establish appropriate penalties for the violation of those rules.
- b. The right of the Association to dedicate or transfer all or any part of the Easement Areas to any public agency, authority, or utility for the purpose for which such Easement Areas were constructed.

7. Association to Maintain. The Association shall maintain the natural state of Tracts A1 and A2 and are subject to the terms and provisions of Notes 9 and 10 as they appear on Sheet 8 of 10 of the Plat of Fennel Ridge Division 1 and are also subject to the terms and provisions as set forth in the report and decision of the City of Bonney Lake Hearing Examiner relating to the Plat of Fennel Ridge dated April 5, 1996. The Association shall maintain Tract C as an open space/park area and will maintain any landscaping recreational facilities that may be installed by the Declarant. The Association will maintain the entrance/monument area including irrigation and landscaping charges with respect to that area. The Association will also maintain all perimeter fencing constructed by the Declarant for the benefit of all residences, mailbox areas, and also will pay for any charges or maintenance with respect streetlights. All the above expenses shall be paid for by the homeowner's association from assessments as provided for herein.
8. Responsibility of Each Lot Owner. Each lot owner shall be responsible and shall maintain all portions of the septic system which is serving and for the benefit of said lot wherever it may be situated. Every lot owner is responsible for pumping the septic tank which is a portion of that lot's septic system on a periodic basis so as not to cause a health hazard or cause or create damage to an adjoining lot.
9. A Delegation to Manager. The board of directors may delegate any of its managerial duties, powers or functions to any person, firm or corporation provided that any management agreement for the project shall be terminable by the Association for a cause upon thirty (30) days written notice, and the term of any such agreement may not exceed one (1) year renewable by agreement by the parties for successive one (1) year periods. The members of the board of directors shall not be liable for any omission or improper exercise by the Manager of any duty, power or functions so delegated by written instrument executed by a majority of the board of directors.

VI. Homeowner's Association

1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. When more than one person holds an interest in any Lot, all such persons shall be Members. Ownership of a Lot shall be the sole qualification for membership.
2. Voting. Each lot shall vest in its owners with one vote on all matters. No lot shall be entitled to more than one vote. Lots owned by a husband and wife, or jointly by more than one individual or entity, shall be entitled to only one vote per lot by the lot owners cumulatively and not individually. Matters involving the capital improvements of the common areas shall require an affirmative vote of sixty-six percent (66%) . Matters involving amendments to this Declaration shall require an affirmative vote of seventy-five percent (75%) . All other matters shall require an affirmative vote of fifty-one percent (51%) unless otherwise stated elsewhere in this Declaration or amendments thereto.
3. Meetings. The Association may schedule regular meetings at least once a year. Minutes shall be kept of each meeting which shall include a record of all votes taken.
4. Liability Insurance. The Association may maintain liability and/or hazard insurance covering the common areas and work performed by or on behalf of the Association.
5. Dues; Assessments. Assessments as provided for herein shall be on an annual or other periodic basis as determined by the board of directors of the Homeowner's Association.
6. Common Expenses. That the expenses which shall be considered expenses in common with all of the lot owners, are those set forth in Article V, Paragraph 7. Common expenses shall be inclusive of the cost of liability and casualty insurance whatever amount is reasonable and deemed appropriate as well as all expenses incurred in administering the Association and enforcing the protective covenants contained herein together with such other charges and costs which are deemed by the Association to be for the benefit of all members. The responsibility for the common expenses shall be administered by the Association.
7. Lien for Failure to Pay. In the event any party fails to pay, within 30 days of receiving a bill for their portion of the expense, then the Association may file a lien, substantially in the form of a labor and material lien. The lien shall be a lien against the property of the non-paying party and forecloseable in the same manner as a labor and materials lien,

without, however, the requirement to file suit within eight (8) months. The lien shall have perpetual existence until paid and released by a recorded lien release. The unpaid balance shall bear interest at the highest legal rate until paid and the non-paying party shall be liable for costs and attorneys fees expended in any collection action including but no limited to the foreclosure of the lien. Sale or transfer of any lot shall not affect the assessments as to payments thereof which became due prior to such sale or transfer whether a lien is filed prior to the sale or not. No sale or transfer shall relieve such lot from liability for any assessment, dues or other charges thereafter becoming due or from the lien thereof. The word "mortgage" shall include a "deed of trust" or real estate contract. That notwithstanding any of the provisions set forth herein, in the event of any sale or transfer of any lot pursuant to or as the result of a foreclosure of a mortgage or deed of trust, or by deed or assignment in lieu of foreclosure, or any proceeding in lieu thereof, such possessor, its successor, and assigns shall not be liable for the share of the common expense or assessments made by the association chargeable to such lot which became due prior to such possession. The unpaid share of common expenses o assessments shall be deemed to be a common expense collectible from all of the owners, including such possessor, his successors, and assigns.

8. Subordination of Lien. Any lien allowed or provided by this declaration shall be considered subordinate and inferior to any bona fide first mortgage or first position deed of trust (but not to a real estate contract) where the lender under such first mortgage or deed of trust is a bank, savings and loan, F.H.A., V.A., or other institutional lender. If required by such institutional lender, the holder of a lien provided for herein, whether the holder be the Declarant, the ACC, the Association, a lot owner, or otherwise, will execute a standard form subordination agreement to effect the purposes of this provision. This provision shall also apply to refinancing of an existing first position mortgage or deed of trust where the refinancing lender is an institutional lender as above described. This provision shall not apply to any sale of all or part of any lot where the lot owner, subject to an existing lien, carries the sale contract or deed of trust, or otherwise acts as lender to a purchase of the liened lot. Except as provided above, no lien allowed or provided by this Declaration shall be effected by a sale, transfer or refinance of the liened lot or lots.
9. Personal Liability. Each assessment, dues, or other charges, together with interest, costs, and reasonable attorney fees shall also be the personal obligation of the owner of the lot at the time such assessment, dues, or other charge became due. The personal obligation of such owner shall not be relieved by sale or transfer of the lot, and

shall not become the personal obligation of the owner's successors in interest unless expressly assumed by them. The new owner shall be personally liable for assessments, dues, or other charges which become due on or after the date of sale or transfer. Provided that, nothing in this section shall relieve the lot from liability for such dues, assessments, or other charges, or the lien therefore.

10. Rate of Assessment. Except as provided for herein, annual and special assessments shall be at a uniform rate for all lots.
11. Certificate. Upon demand, the Association shall furnish a certificate in writing signed by an officer of the Association stating whether assessments, dues, or other charges against a specified lot have been paid, or the amount due and owing. Such certificate shall be conclusive evidence as to the amount of any assessment, dues, or other charges stated to have been paid. The Association may charge a reasonable fee for the issuance of such certificate.
12. Directors. The Homeowners Association shall be governed by a board of directors and the initial term of the Board of Directors shall be appointed by the Declarant. The Declarant shall have the right to act as the Board of Directors until such time as the Declarant and builders have conveyed and closed on 75% of all the lots created in Divisions One and Two. No later than thirty days after such time as 75% of the lots have been conveyed and sold, the Declarant shall conduct a meeting of all the members who shall then elect directors in accordance with the terms and provisions of the Articles of Incorporation and the By—Laws and this Declaration.
13. Association Obligation. The Association shall be obligated to maintain and repair all common areas, and the improvements and equipment thereon. Provided that if any such work is required as the result of any negligent or intentional act or omission of any owner, or an owner's guests, family, or tenants, the cost of such work shall be paid for exclusively by such owner and shall become part of the assessment levied against such owner's lot or lots.
14. Maintenance Contract. The Association may enter into contracts for the maintenance and repair of any area required to be maintained or repaired by the Association. Such contract shall be signed by the board of directors on behalf of the Association or by the Declarant acting as the board of directors so long as the Declarant has the right to appoint the board of directors.

VII. Easements

1. Easements for Association. The Association and its agents shall have an easement for access to each Lot and to the exterior of any building located thereon during reasonable hours as may be necessary for the following purposes:

- a. The maintenance, *repair*, replacement, or improvement with respect to any obligation which is imposed upon the Association under the terms and provisions of this Declaration.
- b. Emergency repairs necessary to prevent damage to the Easement Areas or to another Lot or the improvements therein.
- c. 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, these easements shall be exercised only after reasonable notice to the Lot Owner.

2. Easement for Government Personnel. An easement for access by police, fire, rescue and other government personnel is reserved across all Easement Areas as necessary or appropriate for the performance of their public duties.

VIII. Officers

The Board of Directors shall appoint individuals to serve as President, Treasurer and Secretary. Each officer shall be a member of the Board. The term of each officer shall be one year. Officers may be elected to consecutive terms. Declarant may act as President so long as Declarant is acting on the Board of Directors.

IX. Incorporation

The Association shall be incorporated under the laws of the State of Washington and may apply for tax exempt status with the IRS. The Articles of Association and Bylaws shall not be contradictory to and shall supplement this Declaration.

X. Extraordinary Use Costs

In the event that one or more lot owners should by their use of the common areas cause it to be subjected to other than reasonable wear and tear or by their actions damage those common areas or any improvements located thereon or therein, then individual subjecting the common area to such use shall have the obligation to repair such damage upon demand by the Association and to restore such common area to the condition that existed prior to such use or action and all expenses therefore shall be paid by such individual.

XI. Assessments

1. Covenants for Maintenance Assessments.

- a. Declarant, for each Lot owned by it, agrees, and each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to agree to pay to the Association (i) annual assessments or charges, and (ii) special assessments for capital improvements.
- b. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot against which each such assessment is made. Such lien may be foreclosed by the Association in like manner as a Mortgage on real property.
- c. Each assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot assessed at the time the assessment fell due. The personal obligation shall not pass to the Owner's successors-in-interest unless expressly assumed by them. The new Owner shall be personally liable for assessments which become due on and after the date of sale or transfer.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Property, including the improvement, repair and maintenance of the Common Areas and the services and facilities related to the use and enjoyment of said areas, for the payment of insurance premiums on the Common Areas, and for the maintenance of other areas as provided for in this Declaration.

3. Board to Fix Annual Assessment The Board of Directors shall fix the annual assessment at least thirty (30) days prior to the commencement of the annual assessment period. Written notice of the annual assessment shall be sent to every Owner. In the event the Board fails to fix an annual assessment for any assessment period, then the assessment established for the annual assessment for the prior year shall automatically be continued until such time as the Board acts. The annual assessment established for the prior year shall automatically be continued until such time as the Board acts. The annual assessments shall be sufficient to meet the obligations imposed by the Declaration and any supplementary declarations, and shall be sufficient to establish an adequate reserve fund for the maintenance, repair and replacement of those Common Areas which require such actions on a periodic basis.

That in the event there is any increase in the annual assessment of more than five percent (5%) of the annual assessment for the prior assessment period, then it must be approved as provided for in the Bylaws of the Association which are incorporated as herein as though fully set forth.

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 or reconstruction, unexpected repair or replacement of capital improvements upon the Common Area, including the necessary fixtures and personal property related thereto. That any special assessment for capital improvements must be approved in accordance with the provisions of the Bylaws of the Association which are incorporated herein as though fully set forth.
5. Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots.
6. Initial Assessment. The initial assessment until changed by action of the Association shall be \$150.00 per year for each lot which shall be effective as of January 1, 1998. The Declarant shall not be liable for the payment of any assessment against a lot owned by the Declarant. The Declarant shall have the right to collect at time of closing of the sale of any lot by the Declarant from the Purchaser thereof the prorated share of any annual assessment as set forth above. The Declarant shall then collect said assessment and pay the same to the Association. In the event the expenses of the Association are in excess of the assessments collected, then the Declarant shall pay the difference to the Association provided such excess shall not exceed \$200.00 in any year multiplied by the number of lots which the Declarant still owns and has not been sold at the time such a deficit should exist. Once the Declarant has sold or conveyed all of the lots owned by that Declarant, then that Declarant shall no longer be liable under the provisions of this Paragraph.
7. Effects of Nonpayment of Assessments; Remedies of Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner obligated to pay the assessment, or may foreclose the lien against the Property, and in either event, interest, costs, and reasonable attorney's fees shall be added to the amount of such assessments. No

Owner may waive or otherwise escape liability for annual or special assessments by nonuse of the Common Area or by abandonment of his Lot.

8. Subordination of Lien to Mortgages. The lien of the assessments provided for in this Declaration shall be subordinated to the lien of any First Mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, where the mortgagee or a Mortgage of record or other purchaser of a lot obtains possession of the Lot as the result of foreclosure of a Mortgage, or by deed or assignment in lieu of foreclosure, such possessor, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such Lot which became due prior to such possession. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Owners, including such possessor, his successors and assigns.
9. Certificate. The Association shall upon demand furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified lot or dwelling unit have been paid. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment stated in the certificate to have been paid.
10. Exempt Property. The following property shall be exempt from the payment of annual and special assessments:
 - a. All portions of the properties dedicated to and accepted by a local public authority.
 - b. The common areas.
 - c. All lots and dwelling units owned by the Declarant until a lot has been sold and conveyed by the Declarant.

XII. Maintenance And Use

1. Business and Commercial Use. Except for builders' temporary sales offices, no lot shall be used for other than as a single family dwelling and no trade, craft, business, professional, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on any lot or within any building located on the lot; except as expressly permitted below. That subject to the condition that the zoning code regulating the lots permit and subject to the approval of the board of directors "in home" businesses or enterprises may be conducted subject to such terms and conditions as may be required by the board of directors. The Board of Directors shall have thirty (30) days after receiving a written request for approval to carry on a 'in—home' business in which to make a decision on the same and if no written decision is mailed to the owner requesting the same within said thirty days, then the request shall be approved.
2. Maintenance of Structures and Landscaping All structures upon a lot at all times shall be maintained in good condition and repair. All trees, hedges, shrubs, flowers and lawns shall be neatly maintained and cultivated so that the lot is not detrimental to the neighborhood as a whole. The Association shall be responsible for maintenance of those things required of the Association herein. All other maintenance and repair is the responsibility of the lot owner. If any lot owner is not maintaining his/her property to the extent that it is determined a nuisance by a majority of the Board of Directors of the Association, then the Association shall give notice to the owner setting forth the complaint in detail. If the building or grounds are not then placed in the state of maintenance satisfactory to the ACC within a period of thirty (30) days, the ACC may go upon the property, through its agent or through independent contractors to perform such services and utilize such materials as are necessary to bring the structures and/or grounds into conformance with the general maintenance scheme of the plat. The owner of the property shall be liable for any expenses so incurred by the ACC or the Association and such amounts so incurred shall become a lien upon the property and enforceable as other liens herein.

XIII. Architectural Control Committee

1. Appointment. An Architectural Control Committee shall consist of at least one (1) but not more than three (3) persons. The initial Architectural Control Committee shall be appointed by the Declarant. Each member shall hold office until he or she resigns, is removed or until a successor has been appointed and qualified. The Declarant shall have the authority to appoint the members of the ACC until one hundred percent (100%) of the Lots owned by that Declarant has been sold and single family residences have been constructed thereon. Thereafter, the members of the ACC shall be appointed by the Board of Directors of the Association. The Board of Directors may only appoint members of the ACC who are also lot owners.
2. Duties. The ACC shall have the authority to review and act upon proposals and plans submitted and to perform other duties set forth in this Declaration. The members of the ACC may delegate their duties to any one member.
3. Adoption of Guidelines. The ACC shall have the authority to adopt and amend written guidelines to be applied in its review of plans and specifications in order to further the intents and purposes of this Declaration and any other covenants or restrictions covering the Properties. If such guidelines are adopted, they shall be available to all Members upon request.
4. Meeting; Compensation. The ACC shall meet as necessary to properly perform its duties, and shall keep and maintain a record of all actions taken at the meetings or otherwise. Unless authorized by the Association, the members of the ACC shall not receive any compensation for their basic services. However, if time in excess of five (5) hours is required for the review and approval of any proposal, the Owner submitting the proposal shall pay a fee for the additional time based upon usual and customary architectural fees in the area. All members shall be entitled to reimbursement for reasonable expenses incurred in connection with the performance of ACC duties.
5. Nonwaiver. Approval by the ACC of any plans; drawings or specifications shall not be a waiver of the right to withhold approval of any similar plan, drawing, specification, or matter submitted for approval.
6. Liability. Neither the ACC nor any of its members shall be liable to the Association or to any Owner for any damage, loss or prejudice resulting from any action taken in good faith on a matter submitted to the ACC for the approval or for failure to approve any matter submitted to the ACC. The ACC or its members may consult with the

Association or any Owner with respect to any plans, drawings, or specifications, or any other proposal submitted to the ACC.

7. Plan Review Fees. The ACC may employ engineers, architects, and other professionals to review plans and take other actions as designated by the ACC and, therefore, the ACC may charge a fee to review plans in an amount not to exceed \$150 for each plan review.

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XIV. Architectural And Landscape Control

1. Approval of Plans Required. None of the following actions may be taken until plans and specifications for the same have been approved in writing by the ACC.
 - a. The construction of private road or driveways.
 - b. The construction or erection of any building, fence, wall or other structure, including the installation, erection, or construction of any solar collection device.
 - c. The remodeling, repainting, reconstruction, or alteration of any road, driveway or other structure.

Any such actions which have been approved shall only be taken in conformity with the plans and specifications actually approved by the ACC, and no changes in or deviations from the approved plans and specifications shall be made without the prior written approval of the ACC.

2. Approval Not Required. Notwithstanding any other provision of this Declaration, the approval of the ACC shall not be required for any action taken by Declarant or be Declarant assignees as set forth herein, to develop any of the lots or common areas.
3. Procedure for Approval. Any person wishing to take any of the actions described above shall submit to the ACC two sets of plans and specifications which meet the following requirements:
 - a. Plans for the construction or modification of roads or driveways shall show the proposed location, course, width, grade and materials.
 - b. Plans for the construction or modification of any building, fence, wall, or other structure shall be building elevation plans which, in addition to the details customarily shown on the Lot, the exterior color scheme, proposed outdoor lighting, proposed landscaping, and shall show and otherwise identify any special needs or conditions which may arise or result from the installation, erection, or construction of any solar collection device. At the request of the ACC, the person submitting such plans shall locate stakes on the Lot which indicate the corners of the proposed structure. The plans for the first structure to be located on lots shall include a landscaping plan, including a specification as to the proposed time for completion of the landscaping.

- c. Plans for the removal or planting of trees and plants shall show the location, type, and approximate size of the trees or plants to be added or removed.
- d. Plans for site surface water drainage.

Approval of such plans and specifications shall be evidenced by written endorsement on such plans and specifications, one copy of which shall be delivered to the Owner of the Lot upon which the proposed action is to be taken. The ACC shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications.

- 4. Criteria for Approval. Approval of plans and specifications may be withheld or conditioned if the proposed action is in variance with these covenants, other covenants covering the Properties, or design guidelines adopted by the ACC. Approval may also be withheld or conditioned if, in the opinion of the ACC, the proposed action will be detrimental to the community or to any other Owner, because of the grading and drainage plan, location of the improvement on the lot, color scheme, finish design, proportions, size of home, shape, height, style, materials, outdoor lighting proposed, or landscaping plan, or impact on view rights or privacy.
- 5. Failure to Approve. In the event that the ACC fails to approve or disapprove an action within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the action has been commenced within ten (10) days after the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
- 6. Conformity with Approved Plans. It shall be the responsibility of the ACC to determine that actions have been completed in accordance with the plans as submitted and approved. Such determination must be made within 30 days of the completion of the action. If the ACC shall determine that the action does not comply with the plans and specifications as approved, it shall notify the Owner within the 30 day period, and the Owner, within such time as the ACC shall specify, but not less than 30 days, shall either remove or alter the improvement or take such other steps as the ACC shall designate. If no action by the ACC is taken within 30 days of the date of completion of the improvement, the action shall conclusively be deemed to be satisfactory to the ACC.
- 7. Exclusions. During the development period which is defined as the construction of the initial residences on the property, the Declarant shall have the right to waive the plans and specifications review for builders in FENNEL RIDGE. Any such waiver shall not exempt said builder from any of the standards or restrictions articulated in this

Declaration and all structures and improvements shall meet all standards and restrictions contained in these Declarations. In the alternative during the development period, the ACC may approve a master set of plans and specifications submitted by a builder and that once approved, a residence and improvements can be constructed pursuant to said master plan on any lot without the necessity of any further approval by the ACC.

8. No View Restrictions. There are no view restrictions with respect to any lot and that a residence or other improvement constructed on a lot may restrict the view with respect to any other lot and neither the ACC, the Declarant, any builder or any owner of any lot shall be liable or responsible to any other lot owner in the event a residence or other improvement is constructed on a lot in conformity with the provisions of this Declaration which may restrict the view of a lot.

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XV. Permitted And Prohibited Uses

1. Land Use and Building Type. All lots subject to these Protective Covenants shall be used only for residential purposes. No structures of any kind shall be erected or permitted to remain on any lot other than single family residences, garages, workshops, and structures normally accessory to such residences. No car ports will be allowed and all garages must have doors. All dwellings shall be of a "stick built" variety. Mobile homes, manufactured housing, and modular homes are specifically not permitted. A minimum of two car garages are permitted and it shall be incorporated in or made part of the dwelling house and no detached garages shall be permitted unless approved by the ACC.
2. Completion of Construction. The construction of any building on any lot, including painting and all exterior finish, shall be completed within six months of beginning of construction so as to present a finished appearance when viewed from any angle. The building areas shall be kept in a reasonably clean and workmanlike manner during construction. All lots shall be kept in a neat and orderly condition, free of brush, vines, weeds and debris. Grass thereon shall be cut and mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.
3. Landscape Completion and Standards. The landscaping shall be installed prior to occupancy or within 30 days after substantial completion of the residence on any lot, whichever shall occur last. If inclement weather conditions prevent the timely installation of said landscaping improvements, the lot owner must make application to the ACC for an extension of time until weather conditions sufficiently improve. Landscaping shall be installed as follows:
 - i. There must be installed a minimum of 1,000 square feet of lawn either by hydro seeding or in grass sod within the front yard of each lot on or before occupancy or within thirty days after substantial completion of a residence on any lot, whichever shall occur first. If in-climate weather conditions prevent the timely installation of said landscaping improvements, the lot owner must make application to the ACC for an extension of time until weather conditions sufficiently improve. That the entire front yard of each such lot from the front wall of the main dwelling to the edge of the hard surface of the sidewalk must be landscaped within sixty (60) days after occupancy or substantial completion of the residence on any lot, whichever shall occur first.

- ii. Front Yard. "Front yard" shall be defined as the lot area extending from the edge of the hard surface of the road adjacent to said lot back to a line measured parallel with the front wall of the main dwelling on the lot exclusive of any garage projections.
 - iii. Landscaping on each lot shall make use of significant grass sod or hydroseeding and at least one thousand square feet of the minimum front yard landscaped area on each lot shall be maintained as lawn area unless otherwise approved by the ACC.
 - iv. Within ninety (90) days after occupancy, all corner lots with visible back yard areas from adjacent street right-of-ways shall have landscaping completed on the entire lot area unless otherwise approved by the ACC.
 - v. Prior to the final inspection of each residence to be constructed on each lot, there shall be planted a minimum of three (3) deciduous and one (1) conifer tree on each lot. The trees to be planted shall have a minimum trunk caliper of two inches, six inches above the rootball for deciduous trees; and shall be four to six feet in height for conifer trees. The trees must be planted on each lot prior to occupancy of the residence on said lot.
4. Driveways. All driveways shall be paved with concrete no later than the date of completion of construction of the residence on any lot. However, on any driveways which exceed fifty (50) feet in length, those driveways may be asphalted subject to the approval of the ACC.
 5. Business and Commercial Use. No trade, craft, business, professional, commercial, or similar activity of any kind shall be conducted on any lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any lot, except the right of any home builder or owner to construct residence on any lot, and to store construction materials and equipment on said lot in the normal course of said construction. No activity shall be engaged in on any lot which is or may become an annoyance or nuisance to the surrounding owners, excepting the normal activities incurred in the construction of a single family residence on any lot.
 6. Quality of Construction. The principle structure of each Lot shall be constructed by a licensed building contractor.
 7. Parking. Subject to city ordinances and regulations, no vehicles shall be permitted to park on the roads which serve as a means for ingress and egress for a period exceeding

24 hours. No vehicles, including trailers and boats, shall be permitted to park on driveways for a continuous period exceeding 72 hours. The Association shall make such rules and regulations relating to the parking of vehicles and to establish penalties for the violation of said parking rules and restrictions.

No trailer, camper, recreational vehicle, house trailer, utility trailer, or boat and/or boat trailer may be kept on any lot unless housed within a garage or suitably screened from view from any Street or road of any other residences. All materials used in screening in order to comply with this provision shall be subject to the provisions of this Declaration.

8. Nuisances. No noxious or undesirable thing, or noxious or undesirable use shall be permitted or maintained upon any Lot or upon any other portion of the Properties. If the Board determines that a thing or use is undesirable or noxious, that determination shall be conclusive. Any motor vehicle (including motorcycles, ATVs, and go—carts) making repeated trips in and around the Property and roadway shall be automatically deemed a nuisance.
9. Excavation and Fill. Except with the permission of the ACC, or except as may be necessary in connection with the construction of any approved improvement no excavation or fill shall be made nor shall any dirt be removed from any Lot herein.
10. Drainage. The owner of any lot may not take any action which would interfere with surface water drainage across that lot either through natural drainage or by drainage easements. Any change of drainage, either through natural drainage areas or through drainage easements must be approved by the ACC. All drainage improvements must be completed prior to occupancy in accordance with the drainage plan submitted to the ACC.
11. Use During Construction. Except with the approval of the Board, no persons shall reside upon the premises of any Lot until such time as the improvements to be erected thereon in accordance with the plans and specifications approved by the Board have been completed.
12. Signs. No sign shall be erected or maintained on any lot except that not more than one “For Sale” or “For Rent” sign placed by the owner or by a licensed real estate agent, not exceeding 24 inches high and 36 inches long may be temporarily displayed on any lot. This restriction shall not prohibit the temporary placement of political signs on any lot by the owner. Declarant and builders shall also have the unrestricted right to place and maintain such other advertising signs as may be required by Declarant and builders to

promote the sale of any lots by Declarant and builders, including, but not limited to monument type signs at the entrance to the subdivision.

13. Animals. No animals or reptiles of any kind shall be kept on the any lot except that dogs, cats or other household pets may be kept on a lot subject to the rules and regulations adopted by the Association. All dogs must be kept on a hand held leash when outside and all other pets must be kept in yards unless accompanied by a lot owner. The design and location of any kennel shall be approved by the ACC. No animal may be kept, bred or maintained for any commercial purpose. Each lot owner shall be responsible for the picking up and the disposal of that pet owner's animal waste. All dogs must be kept so as to minimize excessive noise from barking, to be otherwise considered as a nuisance. The association, by appropriate rules and regulations may determine the number and kind of pets to be kept on any lot.
14. Garbage and Refuse. No garbage, refuse, rubbish, cuttings or debris of any kind shall be deposited OG or left upon any Lot unless placed in an attractive container suitably located and screened from public view. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
15. Temporary Structure. No structure of a temporary or removable character, including but not limited to, a trailer, mobile home, basement, tent, shack, garage, barn or any other building shall be kept or used on any Lot at any time as a residence. This provision shall not be deemed to prevent the use of a construction shack or trailer for purposes of storage or security at any time during the initial period of construction.
16. Utility Lines; Radio and Television Antennas. All electrical service, telephone lines and other outdoor utility lines shall be placed underground. No exposed or exterior radio or television transmission or receiving antennas or satellite dishes shall be erected, placed, or maintained on any part of such premises except as approved by the ACC prior to installation or construction. All satellite dishes must not be visible from any street. Any waiver of these restrictions shall not constitute a waiver as to other Lots or lines or antennas.
17. Tanks, Etc. No elevated tanks of any kind shall be erected, placed, or permitted on any part of such premises. Any tanks for use in connection with any residence constructed on such premises, including tanks for the storage of fuels, must be buried or walled sufficiently to conceal them from the view from neighboring Lots, roads, or streets. All clotheslines, garbage can, equipment, coolers, wood piles, or storage piles shall be walled in or otherwise suitably screened to conceal them from the view of neighboring

Lots, Easement Areas, roads or streets. Plans for all enclosures of this nature must be approved by the ACC prior to construction.

18. Auto Repair. No major auto repair shall be permitted except within enclosed garages which are kept closed. The only repairs permitted on the balance of the Property are occasional casual repairs and maintenance activities such as tune-ups or oil changes.

19. Dwelling Size. Minimum square footage requirements:

- i. The dwelling units shall not have less than 11100 square feet of living space for a single story residence.
- ii. Multi—story residences shall contain a minimum of 1,400 square feet of total finished living space.
- iii. No dwelling shall exceed three stories in height and garages shall not be constructed for more than three vehicles unless otherwise approved by the ACC.
- iv. Garages and Unheated areas. Garages and unheated areas shall not be included in determining square footage and garages shall not be constructed for more than three vehicles.

20. Roofs. All roofing unless otherwise approved by the ACC must be “Oak Ridge II” Style of composition roofing of the color “driftwood” manufactured by Owens Corning, Inc.

21. Fences. Fences, walls, or shrubs are permitted on side and rear property lines, up to within the greater of

- i. 20 feet of the front property line; or
- ii. the distance between the front lot line and the front wall (facade) of the primary residence, subject to
 - i. the approval of the ACC; and
 - ii. determination whether such fence, walls, or shrubs would interfere with utility easements, reflected on the face of the plat and other easements elsewhere recorded.

In no event shall any fences be allowed between the front lot line and the front wall (facade) of the primary residence.

No barbwire, chainlink, corrugated fiberglass fences shall be erected on any lot, except that chainlink fencing for sports facility enclosures may be considered for

approval by the ACC upon request. All fences, open and solid, are to meet with the requirements and standards for fencing set forth in the attached Exhibit B which is incorporated and made a part hereof by this reference, or as may be adopted by the ACC, and any deviation there from must be approved by the ACC prior to construction. Chainlink fencing shall be allowed to enclose retention or open space facilities as required by the City of Bonney Lake. For corner lots fencing closer to the front property line than as otherwise allowed in this paragraph may be approved upon review by the ACC.

22. Building Setbacks. No building shall be located near to the front, rear, or side lot line than permitted by the City of Bonney Lake ordinances or as shown on the face of the final plat map, or as may be approved by City of Bonney Lake.
23. Maintenance of Structures and Grounds. Each owner shall maintain his lot and residence thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard.
24. Firearms. The use of firearms is expressly prohibited.
25. Dirt bikes and/or ATV. No motor vehicles of any kind, or nature including but not limited to motor vehicles, motorcycles, dirt bikes, motor scooters, ATVs, etc., shall be allowed on any open space, tract, or easement within the plat. No unlicensed motor vehicles of any nature shall be permitted on any road within the plat. Motor vehicles, including motorcycles, dirt bikes, motor scooters, ATVs, etc., shall be permitted to operate on any owner's lot in an unsafe manner or in such a way as to create a hazard or nuisance.
26. Damage Repair. All owners agree to repair immediately any damage to any utilities adjacent to their lot or lots, in the event any of the utilities are cracked, broken, or otherwise damages as a result of dwelling construction activities, or other activities by owner, by persons acting for owner, or by persons in or around the property at the request or with the consent of the owner.
27. Building Materials. All homes constructed on each lot shall be built of new materials, with the exception of "decor" items such as used brick, weathered planking, and similar items. The ACC will determine if a used material is a "decor" item. In making, this determination the ACC will consider whether the material harmonizes with the aesthetic character of the other residences within the subdivision and whether the material would add to the attractive development of the subdivision. All siding and trim are to be resawn wood or an equivalent to be approved by the ACC. All visible masonry shall be native stone, brick or stucco..

Exterior colors must be approved by the ACC. Exterior trim, fences, doors, railings, decks, eaves, gutters, and the exterior finish of garages and other accessory buildings shall be designed, built, and maintained to be compatible with the exterior of the structure they adjoin.

28. Mailboxes. No lot owner may install a mailbox on a lot unless approved by the ACC. The Declarant may establish a mailbox area and if so, all mailboxes shall be inserted in the appropriate designated area and all mailboxes shall be metal and be black in color or such other color as approved by the ACC.
29. Permits. No construction or exterior addition or change or alteration of any structure may be started on any portion of the properties without the owner first obtaining a building permit and other necessary permits from the proper local governmental authority and written approval of such permits from the ACC as well as a plan check approval as required by this Declaration.
30. Codes. All construction shall conform to the requirements of the State of Washington's rules and regulations for installing electric wires and equipment, and the uniform codes (building mechanical, plumbing), in force at the commencement of the construction, including the latest revisions thereof.
31. Entry for Inspection. Any agent, officer, or committee member, or Declarant, 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. The above recited individuals shall not be deemed guilty of trespass for such entry or inspection. There is created an easement over, upon, and across residential lots for the purpose of making and carrying out such inspections.
32. Authority to Adopt Additional Rules and Regulations. The Association shall have the authority to adopt additional written rules and restrictions governing the use of the properties, provided such rules and regulations are consistent with the purposes of the Declaration and to establish penalties for the violation of those rules and restrictions. If rules and restrictions are adopted by the board of directors on behalf of the Association, they, along with the established penalties, shall be available to all Members upon request.

XVI. Insurance Requirements

The Association shall maintain if required any insurance or fidelity bond requirements established by the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Veterans Administration, and Government National Mortgage Association, except to the extent such coverage is not available or has been waived in writing.

XVII. Damage Or Destruction

1. In the event of damage or destruction to all or part of the Common Area, the insurance proceeds, if sufficient, shall be applied to repair, reconstruct or rebuild the Common Area in accordance with the original plans. Such repair, reconstruction or rebuilding shall be arranged for promptly by the Board of Directors.
2. If the insurance proceeds are insufficient to pay for the cost to repair the Easement Areas, the Board shall promptly, but in no event later than ninety (90) days after the date of damage or destruction, given notice to and conduct a special meeting of the Owners to review the proposed repairs, replacement and reconstruction, as well as the projected cost of such repairs, replacement or reconstruction. The Owners shall be deemed to have approved the proposed repairs, replacement, and reconstruction as proposed by the Board at that meeting, unless the Owners decide by an affirmative vote of fifty one percent (51%) of the total votes cast at such meeting (provided a quorum exists), to repair, replace, or reconstruct the premises in accordance with the original plan in a different manner than that proposed by the Board. In any case, however, use of hazard insurance proceeds for other than repair, replacement, or reconstruction of the Common Area in accordance with the original plans shall not be permitted without the prior written approval of at least sixty seven percent (67%) of the First Mortgagees (based on one vote for each first mortgage owned) or Owners (if there is not first mortgage on that Lot) of the Lots.

XVIII. Condemnation

In the event of a partial condemnation of the Easement Areas, the proceeds shall be used to restore the' remaining Easement Area, and any balance remaining shall be distributed to the Association.

In the event that the entire Common Area is taken or condemned, or sold, or otherwise disposed of in lieu of or in avoidance thereof, the condemnation award shall be distributed to the Association.

No proceeds received by the Association as the result of any condemnation shall be distributed to a Lot Owner or to any other party derogation of the rights of the First Mortgagee of any Lot.

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XIX. Mortgagees' Protection

1. As used in this Declaration:
 1. "mortgage" includes the beneficiary of a deed of trust, a secured party, or other holder of a security interest;
 2. "foreclosure" includes a notice and sale proceeding pursuant to a deed of trust or sale on default under a security agreement; and
 3. "institutional holder" means a mortgage which is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency.
2. The prior written approval of at least 75% of the First Mortgagees (based on one vote for each first mortgage owned) of the individual Lots shall be required for any of the following:
 1. The abandonment or termination of the PUD status of the project, except for abandonment or termination, if any, provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain.
 2. Any material amendment to this Declaration or to the Articles of Incorporation or Bylaws of the Owners Association, including but not limited to, any amendment which would change the pro rata interest or obligation of any individual Owner for the purpose of levying assessments or charges or for allocating distributions of hazard insurance proceeds or condemnation awards.
 3. The effectuation of any decision by the Owners Association to terminate professional management and assume self-management (however, this shall not be deemed or construed to require professional management)
 4. Partitioning or subdividing any Lot.
 5. Any act or omission seeking to abandon, partition, subdivide, encumber, sell or transfer the Easement Areas; provided, however, that the granting of easements for public utilities or other public purposes consistent with the intended use of the Easement Areas shall not be deemed a transfer within the meaning of this clause.

6. Any act or omission seeking to change, waive or abandon any scheme of regulations or enforcement thereof, pertaining to the architectural design or the exterior appearance of buildings and other improvements, the maintenance of common property walks or common fences and driveways, or to the upkeep of lawns and plants in the properties.
 7. Any act or omission whereby the Association fails to maintain fire and extended coverage on insurable properties common property on a current replacement cost basis in an amount not less than 100% of the insurable value (based on current replacement costs).
 8. Use of hazard insurance proceeds for losses to any properties common property for other than the repair, replacement or construction of such common property.
3. Each First Mortgagee (as well as each Owner) shall be entitled to timely written notice of:
1. Any significant damage or destruction to the Easement Areas.
 2. Any condemnation or eminent domain proceeding effecting the Easement areas.
 3. Any default under this Declaration or the Article of Incorporation or Bylaws which gives rise to a cause of action against the Owner of a Lot subject to the mortgage of such holder or insurer, where the default has not been cured in thirty (30) days.
 4. Any proposed abandonment or termination of PUD status of this project.
 5. Any material amendment of this Declaration or to the Articles of Incorporation or Bylaws of the Association.
4. Each First Mortgagee shall be entitled, upon request, to:
1. Inspect the books and records of the Association during normal business hours.
 2. Require the preparation of and, if preparation is required, receive an annual audited financial statement of the Association for the immediately preceding fiscal year, except that such statement need not be furnished earlier than ninety (90) days following the end of such fiscal year.
 3. Receive written notice of all meetings of the Owners Association and be permitted to designate a representative to attend all such meetings.

5. First Mortgagees of any lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Easement areas, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of policy, for such Easement Areas, and the First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

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XX. General Provisions

1. Binding Effect. All present and future Owners or occupants of Lots shall be subject to and shall comply with the provisions of this Declaration, and the Bylaws and rules and regulations of the Association, as they may be amended from time to time, are accepted and ratified by such Owner or occupant, and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at the time any interest or estate in such Lot, as though such provisions were recited and stipulated at length in each and every deed and conveyance or lease thereof.
2. Enforcement by Court Action. The Association, the Declarant, the ACC, or any lot owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Should the Association, the Declarant, the ACC, or any owner employ counsel to enforce any of the foregoing covenants, conditions, restrictions, or liens, all costs incurred in such enforcement, including reasonable attorney's fees for counsel, shall be paid by the owner found to be in violation of said conditions, covenants, reservations, or restrictions or found to be delinquent in the payment of any liens or charges.
3. Enforcement by Self-Help. The Declarant, the ACC, the Association, or the duly appointed agent of either, may enter upon any lot, which entry shall not be deemed a trespass and take whatever steps are necessary to correct a violation of the provisions of this Declaration provided that this provision shall not be construed as a permission to breach the peace.
4. Condition Precedent to Action. Prior to taking action either by court or by self-help, written notice shall be given to the offending lot owner. Such notice shall specify the nature of the offense and shall also specify the action necessary to cure. Such action shall also provide a reasonable opportunity to cure which, except in the case of an emergency, shall not be less than thirty days.
5. Expenses of Action. The expenses of any corrective action or enforcement of this Declaration, if not paid by the offending owner within thirty days after written notice and billing, may be filed as a lien upon such lot, enforceable as any other liens provided for herein.
6. Enforcement. The Association and any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations,

liens and charges now or hereafter imposed by the provisions of this Declaration. Should the Association or any Owner employ counsel to enforce any of the foregoing covenants, conditions, reservations, or restrictions, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the Owner found to be in violation of said condition, covenants, reservation, or restriction, or found to be delinquent in the payment of said lien or charge.

7. Failure to Enforce. No delay or omission on the part of the Declarant or the Owners of other Lots in exercising any rights, power, or remedy provided in this Declaration shall be construed as a waiver or acquiescence in any breach of the covenants, conditions, reservations, or restrictions set forth in the Declaration. No action shall be brought or maintained by anyone whatsoever against the Declarant for or on account of its failure to bring any action for any breach of these covenants, conditions, reservations, or restrictions, or for imposing restrictions which may be unenforceable.
8. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.
9. Interpretation. In interpreting this Declaration, the term "person" may include natural persons, partnerships, corporations, associations, and personal representatives. The singular may also include the plural and the masculine may include the feminine, or vice versa, where the context so admits or requires. This Declaration shall be liberally construed in favor of the party seeking to enforce its provisions to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Properties by providing a common plan for the development of FENNEL RIDGE.
10. Amendment by Court Action. The Association and/or any lot owner shall have the right to seek amendment by way of a civil suit wherein the basis for the amendment is either (a) governmental requirements or (b) manifest unfairness due to substantially changed circumstances beyond the control of the lot owner seeking the amendment. In any such court action, the court may exercise its equitable powers to grant such relief as is deemed appropriate.
11. Term. This Declaration shall be effective for an initial term of thirty years and thereafter by automatic extension for excessive periods of ten years each, unless terminated, at the expiration of the initial term, or any succeeding ten year term by a termination agreement executed by the then owners of not less than 75% of the lots then subject to

this Declaration. Any termination agreement must be in writing, signed by the approving owners and must be recorded with the county auditor.

12. Amendment by Lot Owners. After seventy—five percent (75%) of the lots have been sold to others than builders, this Declaration can be amended only by written consent of the owners of seventy-five percent (75%) of the lots. Provided, no amendment shall be effective which materially impairs the substantial rights of the lot owner as established herein unless the impacted lot owner consents in writing. Any such amendment must be in writing, signed by the approving lot owners and recorded with the Pierce County Auditor. Until such time as all of the lots have been sold to others than builders, no amendment can be made with respect to Declarant’s right to appoint directors of the Association or to appoint members of the ACC or the Declarant’s liability with respect to annual assessments.
13. Amendment by Declarant. Notwithstanding any other provision of this Declaration, this Declaration can be amended at any time by the Declarant prior to the time seventy-five percent (75%) of the lots have been sold to other than builders and that all lot owners agree to be bound by such amendment or amendments. Thereafter, this Declaration can be amended only as provided for herein.
14. Prior Approval By FHA/HUD. Regardless of whether or not seventy five percent (75%) of the lots have been sold to others than builders, in the event any loan with respect to any lot or building constructed thereon is insured through either the Federal Housing Administration or the Department of Veteran Affairs or any program sponsored by either such agency, then either the FHA or HUD whoever is the insuring agency must give written approval before any of the following actions can be approved by either the Declarant or the lot owners:
 - A. Annexation of additional properties.
 - B. Dedication of any properties.
 - C. Amendment of this declaration.
15. Notice. Any notice required hereunder shall be deemed effective when personally delivered or three days after mailing by certified and regular mail to the owner of public record at the time of such mailing to such owner’s address as it appears on the Pierce County Assessor’s tax records and to the street address of the lot(s) herein. Notices to lenders shall be sent to the last address the lender has given to the Association. The Association is not required to provide notice of any matter to any lender who has not notified the Association in writing of such lender’s desire to receive notice, and/or has

not given the Association written notice of the lender's address for receipt of notice. The Association shall not undergo investigation outside of its own records into the name or location of any lender or lien holder.

Exhibit "A"

Notes Pertaining to Tracts A-1 and A-2

Exhibit "A"

Notes Pertaining to Tracts A-1 and A-2

The following guidelines shall be followed with respect to Tracts A-1 and A-2

1. Simultaneous with the finalization of this plat, the City of Bonney Lake shall deposit in its archives a current videotape of Tracts A-1 and A-2 (to be provided by the developer) to insure its future availability for reference as the benchmark evidencing the status of the vegetation on Tracts A-1 and A-2 at that time.
2. If and when an application is submitted to the City of Bonney Lake to improve, enhance and maintain views from lots in the plat, the application must be submitted by the Fennel Ridge Homeowner's association and include at a minimum the signatures of a majority of the 26 rim lot owners (lots 18 through 31 and 33 through 44)
3. The application must include a management plan setting fourth the proposed work with particularity
4. The City of Bonney Lake may, at its discretion, hire an arborist to review and comment on the management plan the cost of which shall be at the sole expense of the Fennel Ridge Homeowner's Association
5. Restoration of the views shall be limited to the views in existence at the time that the plat is finalized, which shall be evidenced by the videotape referred to above in note 1.
6. Diseased or dangerous trees may be removed as necessary to insure the health, safety and welfare of any person or property at any time, with the City of Bonney Lake's prior written approval

7. A majority of the members of the Fennel Ridge Homeowners' Association that also includes a majority of the rim lot owners described above in note 2, may transfer Tracts A-1 and A2 to the City of Bonney Lake at any time with the City's prior written agreement to accept it.
8. A transfer of Tracts A-1 and a-2 to the City of Bonney Lake Shall in no way modify the intent and purpose of the guidelines set forth in these notes.
9. Notwithstanding the potentially confliction relevant language included in the second paragraph of conclusion P in lines 6 and 7 on page 10 of City of Bonney Lake's hearing examiner's report and decision dated April 5, 196, any management plan submitted by the Fennel Ridge Homeowners' Association may propose and the city may approve, that the cut trees, limbs, branches, residue and/or debris be left in place in order to minimize disturbance to the surrounding area and to allow decomposition to enrich the soil except with respect to any obstruction of pedestrian access
10. Except as provided for above in subparagraph 9, no grass clippings, residue, tree pruning residue, gardening residue, or any other vegetative residue or debris of any kind whatsoever shall be dumped, placed or otherwise disposed of on Tracts A-1 or A-2 either temporarily or permanently. The Fennel Ridge Homeowners' association shall be responsible to take whatever action is reasonably necessary to prosecute known fennel ridge Homeowners' Association member violators of the provision in accordance with the enforcement authority included in the Fennel Ridge Covenants, Conditions and Restrictions for so long as Tracts A-1 and A-2 are owned by the Fennel Ridge Homeowners' Association.

Exhibit "B" - Fences

