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**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF HIGH POINTE II**

GRANTOR: HIGH POINTE II HOMEOWNERS ASSOCIATION

GRANTEE: HIGH POINTE II HOMEOWNERS ASSOCIATION

LEGAL DESCRIPTION: HIGH POINTE II, ACCORDING TO THE PLAT THEREOF,
RECORDED UNDER KITSAP COUNTY RECORDING NO.
9203090041.

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5210-000-051-0003

REFERENCE #: 9203090047

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HIGH POINTE II

This Amended and Restated Declaration of Covenants, Conditions and Restrictions of High Pointe II is made as of the date of its recording.

RECITALS

A declaration submitting real estate to the Washington Homeowners Association Act, RCW 64.38 as amended, entitled Declaration of Covenants, Conditions and Restrictions of High Pointe II, was recorded on March 9, 1992, under Recording No. 9203090047 in Kitsap County, Washington (the "Original Declaration"). The Plat Maps were recorded on March 9, 1992, in Kitsap County, Washington under Recording No. 9203090041.

Along with other amendments to the Declaration, the Association has also voted to amend the statute which governs the Community, by adopting the plat community form of use in the Washington Uniform Common Interest Ownership Act (WUCIOA), RCW 64.90 et seq, as provided for in RCW 64.90.095(3)(d), in that at least 30% of the votes in the Association were cast, and 67% of those votes were in favor of the proposal to adopt WUCIOA.

Pursuant to Article VI of the Original Declaration, not less than seventy-five percent (75%) of the voting power in the Association approved this Amended and Restated Declaration.

To accomplish the foregoing purpose, the undersigned President and Secretary, respectively, of the High Pointe II Homeowners Association, the Association duly authorized to govern High Pointe II, do hereby certify that the requirements of the Declaration have been complied with and therefore declare and adopt the following Amended and Restated Declaration:

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ARTICLE 1: INTERPRETATION

1.1 Consistent with Act. The terms used herein are intended to have the same meaning as given in the Washington Uniform Common Interest Ownership Act (RCW

64.90) unless the context clearly requires otherwise or to so define the terms would produce an illegal or improper result.

1.2 **Covenant Running with Land.** This Declaration shall operate as a set of covenants running with the land, or equitable servitudes, binding on all Owners of the Property or a Lot, together with their grantees, successors, heirs, executors, administrators, devisees or assigns, supplementing and interpreting the Act, and operating independently of the Act, should the Act or any part thereof be, in any respect, inapplicable.

1.3 **Definitions.** The definitions in WUCIOA apply throughout this Declaration unless the context clearly requires otherwise.

“The Act” or **“Act”** means the Washington Uniform Common Interest Ownership Act (WUCIOA) as provided in Chapter 64.90 RCW.

“Assessment” means all sums chargeable by the Association against a Lot, including any Assessments levied or imposed through the budget process; specially allocated expenses or any expense chargeable to an Owner or Lot as provided by the Declaration or law; fines or fees levied or imposed by the Association pursuant to the governing documents; interest and late charges on any delinquent account, and all costs of collection incurred by the Association in connection with the collection of a delinquent Owner's account, including reasonable attorneys' fees. Delinquent Assessments are Assessments past due by at least ten (10) days.

“Association” means the Lot Owners Association organized under this Declaration, known as the High Pointe II Homeowners Association.

“Board” or **“Board of Directors”** means the body designated in the declaration with primary authority to manage the affairs of the Association, as further described in the Bylaws. **“Board Members”** and **“Directors”** are synonyms and mean the same thing. This is synonymous with “Trustees” in the Original Declaration.

“Community” means the High Pointe II community, created under the Declaration and the Plat Map.

“Lot” means the land owned by individual members of the Community. It is synonymous with “Unit” in the Act.

“Maps” or **“Plat Map”** means the Plat Maps of the Community recorded in Kitsap County, Washington, under recording number 9203090041, as it may be amended from time to time.

“Rule” or **“Regulation”** means a policy, guideline, restriction, procedure, or regulation of the Association, however denominated, that is not set forth in the declaration or organizational documents and governs the conduct of persons or the use or appearance of Property.

“Voting Power” means the weight of a Lot Owner's vote and is equal to the Lot Owner's percentage of undivided Ownership interest in the Common Elements set forth in Article 7. All Lots have an equal vote.

ARTICLE 2: DESCRIPTION OF LAND

Legal Description of the land included in the Community is described in Exhibit A.

ARTICLE 3: DESCRIPTION OF COMMUNITY AND IMPROVEMENTS

3.1 Description of Community. The Community contains forty-eight (48) Lots which are depicted on the Plat Map. Each Lot consists of land, upon which one single-family dwelling is constructed. The Lots include land outside the perimeter surfaces of the dwelling structures.

3.2 Description of Land. In addition to the Lots, the Community includes open spaces, ~~private~~ roads and storm water retention facilities.

ARTICLE 4: DESCRIPTION OF LOTS

4.1 Number and Location. Each Lot is identified in this Declaration by a number. The Lot number and square footage of each Lot are described in the Plat Maps.

4.2 Unit Boundaries. The Lot Boundaries are as shown on the Plat Maps.

ARTICLE 5: DESCRIPTION OF COMMON ELEMENTS

5.1 Common Elements and Facilities. The Common Elements consist of:

5.1.1 ~~Private-r~~Roads;

5.1.2 Storm drainage facilities;

5.1.3 Open space tracts;

5.2 Conveyance or Encumbrance of Common Elements. Portions of the Common Elements may be conveyed or subjected to a security interest as allowed by RCW 64.90.465.

ARTICLE 6: OBLIGATIONS TO THIRD PARTIES

6.1 Kitsap County Storm Maintenance. Kitsap County controls the operation and maintenance of a storm maintenance facility located within the Property. Owners are required to pay taxes for this service.

ARTICLE 7: PERCENTAGE OWNERSHIP INTEREST

7.1 Percentage Interest of Each Lot is equal. The vote of each Lot and the Allocated Interest of each Lot in Common Elements and the Common Expense Liability, are calculated as an equal share for each Lot.

ARTICLE 8: EASEMENTS

8.1 In General. Lot Owners have an easement in the Common Elements for access to their Lots. Subject to the declaration and rules, the Lot Owners have a right to use the Common Elements for the purposes for which the Common Elements were intended.

8.2 Utility Easements. The Board, on behalf of the Association and all Members thereof, shall have the authority to grant ~~utility, road and similar~~ easements, licenses and permits under, through or over the Common Elements, and the roadways ~~and the areas shown as easements~~ on the Plat Map, if the Board determines are reasonably necessary

to the ongoing development and operation of the Property ~~and which would not materially interfere with the use and enjoyment of the easements.~~

8.3 Interior Roads. A blank ten (10) foot wide easement on each side of all interior roads are reserved as shown on the Plat Map.

8.4 Storm Ponds and Surface Drainage. An easement is established for storm ponds and surface drainage ditches within the open space as shown on the Plat Map.

ARTICLE 9: OWNERS ASSOCIATION

9.1 Form of Association. The Community shall be administered by the High Pointe II Homeowners Association, a non-profit corporation formed pursuant to those certain Articles of Incorporation of High Pointe II Homeowners Association, filed for record with the Office of the Secretary of State, State of Washington. The rights and duties of the Members of such corporation shall be governed by the provisions of this Declaration, the other Governing Documents and applicable Washington statutes.

9.2 Membership Qualification. The membership of the Association at all times consists exclusively of all Lot Owners or, following termination of the Community, of all former Lot Owners entitled to distributions of proceeds under the Act, or their heirs, successors, or assigns.

9.3 Bylaws. The governance of the Association shall be as provided in the organizational documents, including the Bylaws, to deal with meetings, voting and election and removal of Board Members.

9.4 Meetings. Meetings of the Association and the Board shall be held at the time and in the manner provided in the Bylaws.

ARTICLE 10: MANAGEMENT / POWERS OF THE ASSOCIATION

10.1 Management by Board. The Association shall be administered and managed by a Board of Directors as provided in the Bylaws. Except as provided otherwise in the Governing Documents or law, the Board acts on behalf of the Association.

10.2 Finances. The Board must adopt budgets, impose assessments and prepare financial statements as provided in RCW 64.90.525 and shall keep accounts and records as required by RCW 64.90.475.

10.3 Powers. The Board may exercise all powers of the Association as provided in RCW 64.90.405.

10.4 Capital Additions and Improvements. The Board of Directors may not undertake any capital additions or improvements to the Common Elements in any one year costing in excess of \$5,000.00, unless such expenses are approved by a majority of the total voting power. Any additions, alterations, or improvements costing \$5,000.00 or less, in any one year, may be made by the Board of Directors without approval of the Lot Owners, and the cost thereof shall constitute a Common Expense. Repairs and maintenance of existing components are not Capital Additions or Improvements, and are not limited by this provision.

10.5 Architectural Control Committee. The Board may appoint an Architectural Control Committee (the "ACC") to review and approve any exterior alteration or

improvement to a Lot, and to evaluate compliance by Owners with their maintenance obligations. The ACC shall have as Members at least two (2) Board Members. The Board may at any time dissolve the ACC and exercise any of its authority and powers. Decisions of the ACC may be appealed to the full Board, whose decisions shall be final.

10.6 Damages to Property. If, due to the act or neglect of a Lot Owner, or of a Related Party or their household pet or of a guest or other authorized occupant or visitor of such Lot Owner, damage shall be caused to the Common Elements and, following Notice and an Opportunity to be Heard, such Lot Owner may be required to pay for such damage, repairs and replacements as may be determined by the Board, to the extent not covered by the Association's insurance.

10.7 Maintenance of Lot Components. The Association does not maintain any parts of the Lot structures or landscaping. Each Lot Owner shall be responsible for the maintenance, repair or replacement of any structure or landscaping on their Lot, pipes and wires.

10.8 Security. The Association has no obligation to provide for the safety or security of persons or property in the Community.

10.9 Rules and Regulations.

10.9.1 Recognition of Rules. All Lot Owners shall recognize and be bound by the Rules governing the details of the operation of Community, as the Board of Directors may from time to time adopt and amend. Each Lot Owner shall fully observe and perform the same and be responsible for their strict observance and performance by the Lot Owner's Related Parties, tenants, invitees, guests, employees, under-tenants and agents of said Lot Owner.

10.9.2 Notice of Rules. The Board must provide notice to the owners prior to adoption, amendment, or repeal of any rules in accordance with RCW 64.90.505.

10.9.3 Board Discretion Regarding Enforcement. The Board may determine whether to take enforcement action as provided in RCW 64.90.405(7), (8) and (9).

10.10 Association Records. The Association must retain Records (which may be kept electronically as provided by RCW 1.80.110) as required by RCW 64.90.495(1).

10.10.1 Owners Right to Review Records. An Owner's rights to review records, and obligation to pay any expenses related to that review, is provided for in RCW 64.90.495.

10.10.2 Board Member's Emails. Board Member's emails are not Association Records. Emails between Board Members, or between Board Members and managers are not Association Records, unless they are the written authorization to take Board action outside of a Board meeting.

ARTICLE 11: USE OF LOTS

11.1 Residential Use. The Lots shall be used for single-family residences only, on an Ownership, rental or lease basis, and for social, recreational, or other reasonable activities normally incident to such use consistent with the provisions of this Declaration and applicable zoning, and for the purposes of operating the Association and managing

the Community if required. The foregoing restrictions as to residence shall not, however, be construed in such a manner as to prohibit a Lot Owner from maintaining their personal professional library therein; keeping their personal business and professional records or accounts therein; or handling their personal business or professional telephone calls or correspondence therefrom. Use of a Lot for hotel or transient purposes is not consistent with residential use. Use of a Lot for short term rental, such as through services like AirBnB, are prohibited, even if the Lot is concurrently occupied by the Owner.

11.2 Common Elements and Facilities. The Common Elements consist of the community entrance signs and two open space tracts, one of which is developed as a storm retention area maintained by the county and the other is a community playground. The Common Elements shall be used only for their designated purpose. The use, maintenance and operation of the Common Elements and facilities shall not be obstructed, damaged or unreasonably interfered with by any Lot Owner or Related Party.

~~11.3 Section Reserved Registration of Occupants. Owners shall provide information requested by the Board about the Owners and adult Occupants of the Lots, which shall include, but not be limited to: names, addresses, phone numbers and emails of Owners and tenants. Such information is for use by the Association and is not distributed to anyone except as required by law.~~

11.4 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

11.4.1 Parking and Storage of Vehicles and Trailers. No car parts, appliances, immobilized or immobile vehicles shall be placed or stored upon the exterior of any lot, unobscured, or upon any public ways, within this plat. No commercial vehicles of any kind other than a passenger automobile, van, station wagon, or pick-up truck shall be parked or stored within this plat, except as may be reasonably incident to services being performed and deliveries being made within the plat. Parking of any vehicles or trailers must not obstruct sidewalks, sidewalk strips, mailboxes, or access by emergency or service vehicles.

- a. Storage of recreational vehicles, boats and trailers must be on the rear half of each lot. Respective storage is defined as unit presence for more than 48 hours.
- b. Temporary parking of recreational vehicles, boats and trailers must be on the owner's driveway or any part of the property's adjacent curbside, limited to periods of up to 48 hours before and after use. Such temporary parking along another property's curbside is allowed if approval is obtained from the respective property Owner each time.

11.4.2 Smoking. Smoking (to include vaping, or any other airborne means of distributing nicotine or other substances) is prohibited throughout the Common Elements. Compliance with this prohibition is the responsibility of each Lot Owner for all Occupants, Tenants, employees, or guests of their property.

11.4.3 Animals. 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 purposes. Keeping of household pets is permitted as regulated by county or municipal code.

11.4.4 Visual Noise. ACC approval is required to install any canopy, awning, or outside radio or television antenna (with the exception of small satellite or HD-TV be displayed to the public view on any lot, with the following exceptions:

- a. One professional sign of not more than three square feet. Display is allowed for up to 30 days.
- b. One sign of not more than 4 square feet advertising the property for sale, or rent.
- c. One congratulatory sign of not more than three square feet for occasions such as graduations, birthdays, or anniversaries. Display is allowed for up to 30 days.
- d. One political yard sign of not more than three square feet. Display is allowed 30 days prior to the primary or general election until 1 week after.

11.4.5 Exterior Lighting and Cameras. Security lighting, cameras, or other exterior illumination should not be obtrusive or invasive to neighboring properties or public right of way. Motion sensor lights shall be set to activate only from activities within the owner's lot, and in a manner that is not an annoyance to neighbors. The installation, alteration or replacement thereof is subject to review and approval by the ACC. The Board may adopt standards for color, types and intensity of exterior light fixtures to minimize light pollution and standardize exterior appearance of the Community.

11.5 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any Lot at any time as a residence, either temporarily or permanently.

11.6 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. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

11.7 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 storage or disposal of such materials shall be kept in a clean and sanitary condition.

11.8 ~~Section Reserved. Water Supply. No individual water supply system shall be permitted on any Lot.~~

11.9 Sewer Disposal. Individual on-site sewage disposal systems shall be built only in those areas on each Lot as approved by the Kitsap County Health Department, and each system shall be installed according to Kitsap County Health Department requirements.

11.10 Landscaping. Front yard landscaping shall be completed in accordance with landscaping plans submitted to and approved by the Architectural Control Committee within one hundred twenty (120) days of first occupancy for new construction homes.

Owners must maintain lawns and landscaping with seasonal watering, trimming and mowing, and minimal weeds. All runoff from roof and yard drains must be directed in such a manner to not adversely affect adjacent properties.

11.11 Sight Distance at Intersections. No fence, wall, hedge, or shrubbery planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the property line edge of the street lines, or in the case of a rounded corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

11.12 Driveways and Sidewalks. All driveways and sidewalks shall be kept in a safe, clean, and orderly manner and condition at the expense of the lot owner

11.13 Compliance with Architectural Requirements and Rules. Each Owner shall comply with the Covenants, and the ACC Rules adopted by the Board. All ACC Rules and Regulations, and all additions, deletions and all changes to all ACC Rules and Regulations, shall be distributed to the Lot Owners.

11.13.1 No clearing, excavating or filling of any Lot shall be commenced prior to ACC approval. No dwelling, garage, fence, screening, wall, shed, deck, porch, dock, solar collection device, out building or other structure shall be constructed, erected, or located on any Lot, nor shall any exterior addition or alteration be made (other than replacement within same footprint or maintenance to any structure on any Lot) nor shall any road or driveway be made or altered, until the construction plans and specifications and a plot plan showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved by the ACC.

11.13.2 Submission of Plans and Application. Any Owner wishing to take any of the actions described in this section shall submit to the ACC two (2) sets of plans and specifications for buildings, showing the following:

- a) The size and dimensions of the improvement or alteration;
- b) The exterior design, color scheme, texture, exact location on the Lot;
- c) The location, configuration and composition of driveways and parking areas;
- d) The plan for drainage and grading;
- e) The proposed landscaping and outdoor lighting;

This section doesn't apply to or prohibit repairs, maintenance as reasonably necessary using materials of a similar quality, quantity, color and texture of previously used materials.

11.14 Minimum Requirements for Dwellings. No dwelling shall be constructed or placed on any residential Lot unless it shall comply with the minimum Architectural Requirements recommended by the ACC and with the following:

- a) Every dwelling shall have a minimum of 1,000 square feet of enclosed year-round living area.
- b) No residential structure shall be located on any Lot nearer to the front line or nearer to the side street line than the minimum building setback shown on the recorded Plat; in any event no building shall be located on any Lot nearer than fifteen (15) feet to the front lot line, or ten (10) feet in a cul de sac, or nearer than fifteen (15) feet to any side street line.
- c) No dwelling shall be located nearer than five (5) feet to an interior lot line, but in no case, less than a combined total of fifteen (15) feet between adjacent houses. No dwelling shall be located on any interior lot nearer than fifteen (15) feet to the rear lot line.

11.15 Requirements for Fences, Screening, Walls, Decks and Porches. No fences, screening, walls, decks and porches shall be constructed or placed on any residential Lot unless it shall comply with the minimum ACC Rules adopted by the Board and with the following:

- a) All fences, screening, walls (rockeries or retaining), decks and porches must follow City or County Code
- b) Fences, screening or walls from lot line to setback must be approved by the Architectural Committee or Board.
- c) Fences, screening and walls must be complementary to the neighborhood and not exceed 6 feet tall
- d) Building or rebuilding attached or detached decks or porches must be approved by the ACC
- e) Nothing shall prevent the erection of a necessary retaining wall, the top of which shall not extend more than two (2) feet above the finished grade at the back of said wall.

11.16 Solar Panels. Installation of a “solar energy panel”, as defined in RCW 64.90.510, by an Owner is prohibited unless all aspects of the solar energy panel(s) conform to the requirements of RCW 64.90.510, to all provisions of this Declaration, to all applicable laws and codes, and to any Rules adopted by the Board.

ARTICLE 12: ASSESSMENTS, FEES, LIENS AND COLLECTIONS

12.1 Common Expense Assessments. Except as provided otherwise in this Article, all Common Expenses must be assessed equally against all Lots.

12.2 Payment by Owners. Each Owner shall be obligated to pay its share of Common Expenses and special charges made pursuant to this Article to the treasurer for the Association. No Owner may exempt themselves from liability for payment of Assessments for any reason, including waiver of use or enjoyment of any of the Common Elements or abandonment of the Owner’s Lot.

12.3 Specially Allocated Expenses. The following expenses of the Association must be assessed against the individual Lots on some basis other than Common Expense Liability. The Association may assess:

12.3.1 Lots Benefited. Expenses benefiting fewer than all of the Lots or their Lot Owners exclusively against the Lots benefited. Examples of expenses that benefits only one Lot are the costs of providing any service of any kind to an individual Lot, its Owner or any occupant;

12.3.2 Misconduct and Negligence. To the extent that any expense of the Association is caused by willful misconduct or negligence (gross or ordinary) of any Lot Owner or that Lot Owner's tenant, guest, invitee, or occupant, the Association may assess that expense against the Lot Owner's Lot after Notice and an Opportunity to be Heard, to the extent of the Association's deductible and any expenses not covered under an insurance policy issued to the Association. Such negligence shall include failures of the Owner (Related Parties, guests, etc.) to reasonably comply with the Governing Documents and to maintain the Property as they are required to under the Declaration. Such expenses may include management, administrative and attorney fees, and costs of vendors to repair any damages caused by the negligence.

12.3.3 Owner Liability for the Association Deductible. As provided in Article 13, in the event of a loss or damage that would be covered by the Association's property insurance policy, but that is within the standard deductible under that policy, the Association may assess the amount of the loss up to the deductible against that Lot, even if a claim is not submitted. This subsection does not prevent a Lot Owner from asserting a claim against another person for the amount assessed if that other person would be liable for the damages under general legal principles, but such claim shall not relieve the Owner of their obligation to pay amounts within the deductible.

12.3.4 Late Fees, Interest. Late fees, interest and costs of collection for delinquent accounts, and;

12.3.5 Fines and Expenses. Fines and costs for enforcement are assessed against individual Owners in accordance with this Declaration or law.

12.3.6 Other as provided by law or the Declaration. Any other expense that can be assessed to a Lot under the Act or provisions of this Declaration.

12.4 Reserve Account. The Association must establish one or more Reserve Accounts as provided in RCW 64.90.535, and may withdraw funds from such account as provided by RCW 64.90.540.

12.5 Reserve Study Preparation. The Association must prepare and update a reserve study in accordance with RCW 64.90.545.

12.6 Financial Statements and CPA Audits. Financial statements of the Association and Audits shall be prepared as required in RCW 64.90.530.

12.7 Statement of Amounts Owed. The Association, upon written request, must furnish to a Lot Owner or a mortgagee a statement signed by an Officer or authorized agent of the Association setting forth the amount of unpaid assessments or the priority amount against that Lot, or both. The statement must be furnished within fifteen (15) days after receipt of the request and is binding on the Association, the Board, and every Lot Owner unless, and to the extent, known by the recipient to be false. The Association may charge a reasonable fee for the preparation of such statement.

12.8 Liens. The Association has a statutory lien on each Lot for any unpaid assessment against the Lot from the time such assessment is due. The amount of any Assessment, whether regular or special, assessed in respect of any Lot, plus interest at the maximum rate provided by law, and costs, including reasonable attorneys' fees related thereto or incurred to collect same, shall be a lien upon such Lot from the time the Assessment is due. A payment on an Owner's Assessment account shall be applied to the oldest Assessments first, whether for fines, costs of collection, attorneys' fees, interest, late fees, regular Assessments, or Special Assessments.

12.8.1 Priority. A lien under this section has priority over all other liens and encumbrances on a Lot except:

- (a) Liens and encumbrances recorded before the recordation of the declaration and;

- (b) Except as otherwise provided in 12.9.3, a security interest on the Lot recorded before the date on which the unpaid assessment became due; and

- (c) Liens for real estate taxes and other state or local governmental assessments or charges against the Lot.

12.8.2 Super Priority Lien. A lien under this section also has priority over the security interests described in subsection (12.9.2)(b) of this section as provided in RCW 64.90.485(3)

12.8.3 The Association upon written request must furnish to a Lot Owner or a mortgagee a statement of unpaid assessments as provided in section 12.8. The liability of a recipient who reasonably relies upon the statement must not exceed the amount set forth in any statement furnished pursuant to this section or RCW 64.90.640(1)(b).

12.8.4 The Association's lien may be foreclosed in accordance with RCW 64.90.485

12.8.5 Except as provided in subsection 12.9.3, the holder of a mortgage or other purchaser of a Lot who obtains the right of possession of the Lot through foreclosure is not liable for assessments or installments of assessments that became due prior to such right of possession. Such unpaid assessments are deemed to be Common Expenses collectible from all the Lot Owners, including such mortgagee or other purchaser of the Lot. Foreclosure of a mortgage does not relieve the prior Lot Owner of personal liability for assessments accruing against the Lot prior to the date of

12.8.6 The Association may from time to time establish reasonable late charges and a rate of interest to be charged, not to exceed the maximum rate calculated under RCW 19.52.020, on all subsequent delinquent assessments or installments of assessments. If the Association does not establish such a rate, delinquent assessments bear interest from the date of delinquency at the maximum rate calculated under RCW 19.52.020 on the date on which the assessments became delinquent.

12.8.7 The Association is entitled to recover any costs and reasonable attorneys' fees incurred in connection with the collection of delinquent assessments, whether or not such collection activities result in a suit being commenced or prosecuted to judgment. The prevailing party is also entitled to recover costs and reasonable attorneys' fees in

such suits, including any appeals, if it prevails on appeal and in the enforcement of a judgment.

12.9 Remedies Cumulative. The rights and remedies set forth in this Article 12, and in RCW 64.90, are not exclusive, and the exercise of any right or remedy does not preclude the exercise of any other rights or remedies in this Section, or that may now or subsequently exist in law or in equity or by statute or otherwise.

ARTICLE 13: INSURANCE

13.1 Association Insurance. The Association shall maintain, to the extent reasonably available, Property insurance on the Property, which shall include the Common Elements (BUT SHALL NOT INCLUDE THE LOTS), insuring against all risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles shall be not less than the replacement cost of the Common Elements, exclusive of land, excavations, storm water concrete vault, foundations, and other items normally excluded from property policies.

13.2 Liability Insurance.

The Association must maintain in its own name, to the extent reasonably available and subject to reasonable deductibles:

(a) Commercial general liability insurance, including medical payments insurance, in an amount determined by the Board, covering all occurrences commonly insured against for bodily injury and property damage arising out of or in connection with the use, Ownership, or maintenance of the Common Elements; and

(b) Fidelity insurance naming the Members of the Board, the manager and such other Persons as may be designated by the Board in amount equal to at least the amount of all bank accounts, plus three (3) months estimated cash to be collected as Assessments each year;

(c) The Association may maintain, at the discretion of the Board:

- Directors and Officers liability insurance;
- Such other insurance as the Board deems advisable.

13.3 Unavailability of Insurance. If the insurance described in subsection 13.1 and 13.2 is not reasonably available, or is modified, canceled, or not renewed, the Association promptly shall cause Notice of that fact to be delivered to all Lot Owners and to each Eligible Mortgagee.

13.4 Insurance Required. Insurance policies must comply with RCW 64.90.470.

13.5 Loss Adjustment through Association. Any loss covered by the Association's property insurance must be adjusted with the Association as provided by RCW 64.90.470(5) Owners may not make a claim upon the Association's property insurance directly.

13.6 Policy Requirements. The Board shall regularly review the adequacy of the Association's insurance coverage. All insurance policies shall be obtained from insurance carriers that are generally acceptable for similar projects, licensed to do business in the

State of Washington. All such insurance policies and fidelity bonds shall provide that coverage shall not lapse and may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' prior written Notice to any and all insureds named therein.

13.7 Owner Liability for Negligence and Misconduct. Lot Owners may be liable for expenses incurred by the Association that are not covered by the Association's insurance, following Notice and an opportunity to be heard. Such liability may be to the maximum allowed by RCW 64.90.

ARTICLE 14: DAMAGE AND DESTRUCTION

14.1 Damage to Common Elements. Any portion of the Common Elements for which insurance is required that is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- (a) The Community is terminated, in which case RCW 64.90.290 applies;
- (b) Repair or replacement would be illegal;
- (c) Eighty percent (80%) of the Lot Owners vote not to rebuild;

14.2 Unit Damage. The Owner of the Lot shall promptly cause the damaged and destroyed portion to be repaired.

14.3 Costs. The cost of repair or replacement of Common Elements not paid from insurance proceeds or due from individual Owners is a Common Expense.

ARTICLE 15: NOTICE

15.1 Delivery. Notice to the association, board, or any owner or occupant of a lot may be provided in a tangible medium (transmitted by mail, private carrier, or personal delivery), or transmitted electronically.

15.1.1 Electronic transmission is only available to owners that have consented to receive notifications from the association.

15.1.2 The board automatically consents to receive electronic communications from owners.

15.2 Records. Notice to the Association, Board, or any Owner or occupant of a Lot must be provided in the form of a Record, as provided in RCW 64.90.515.

ARTICLE 16: ENFORCEMENT AND DISPUTE RESOLUTION

16.1 Compliance. Each Owner, each Occupant, the Board and the Association shall comply strictly with this Declaration, the Bylaws, and the Rules and Regulations adopted pursuant thereto, as they may be lawfully amended from time to time, and the decisions of the Board.

16.2 Enforcement. The Board may determine whether to take enforcement action as provided in RCW 64.90.405(7), (8), and (9). The failure of the Board in any instance to insist upon the strict compliance with this Declaration or the Bylaws or Rules and Regulations of the Association, or to exercise any right contained in such documents, or to serve any Notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition, or restriction. The receipt

by the Board of payment of an Assessment from an Owner, with knowledge of a breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing signed on behalf of the Board.

16.3 Determination of Violations. Only the Board may determine whether any Person has violated or allowed a Violation of the Governing Documents. In determining whether any Person has violated the Governing Documents, the Board shall conduct a reasonable inquiry and base its decision on objective information. The Board may, in its discretion, establish a committee to investigate suspected violations. The Board may determine what action to take for a violation as provided in section 16.2.

16.4 Opportunity to Be Heard. Whenever this Declaration requires that an action of the Board be taken after Notice and "Opportunity to be Heard," the following procedure shall be observed: The Board shall give Notice, in accordance with Article 15, of the proposed action to all Owners or Occupants whose interest would be significantly affected by the proposed action. The Notice shall include a general statement of the proposed action and a statement that the affected Person may request a hearing, which request shall not be made more than ten (10) days from the date Notice is delivered by the Board, or may respond in writing.

16.5 Conduct of Hearings. The Board may conduct the hearing or may delegate its hearing authority to the manager or to a committee. At the hearing, the affected Person shall have the right, personally or by a representative, to give testimony orally, in writing, or both, subject to reasonable rules of procedure established by the Board to assure a prompt and orderly resolution of the issues. If the affected Person does not request a hearing, or fails to attend a scheduled hearing, the Board or its delegate may base its decision (including, but not limited to, the decision to assess a fine or prohibit the use of one or more Common Elements) on the information it possesses. The affected Person shall be notified of the decision in the same manner in which Notice was given. The Board may establish additional procedures in the Rules and Regulations.

16.6 Attorney Fees and Costs. The prevailing party in any proceeding, including litigation, administrative, mediation, or arbitration, shall be entitled to recover any costs (including all expenses and liabilities, including attorneys' fees and costs, incurred in an action, whether commenced or merely threatened (including proceedings for which the Association is obligated to indemnify a Board Member, Association committee member, Association Officer, or Managing Agent) and reasonable attorney's fees incurred in connection with any enforcement action, whether or not such action results in a proceeding actually being commenced or prosecuted to judgment. Costs and reasonable attorney's fees incurred in connection with an enforcement action shall be payable and collectible as any other Assessment.

16.7 Enforcement Against Tenants. If a tenant of a Lot Owner violates the governing documents, in addition to exercising any of its powers against the Lot Owner, the Association may exercise directly against the tenant the powers it has against an Owner.

ARTICLE 17: MORTGAGEE PROTECTION

17.1 Protection of Mortgagees. No amendment of this Declaration shall be effective to modify, change, limit or alter the rights expressly conferred upon mortgagees with respect to any unsatisfied mortgage duly recorded in the public records of the County, unless the amendment shall be consented to in writing by the holder of such mortgage. Mortgagees Includes Institutional Holders or Insurers of Mortgages.

ARTICLE 18: CONDEMNATION OR TERMINATION OF COMMUNITY

18.1 Condemnation. Condemnation of Lots or Common Elements shall be as provided for in RCW 64.90.030.

18.2 Termination. The Association may be terminated by agreement of Lot Owners of Lots to which at least eighty percent (80%) of the votes in the Association are allocated. Termination shall be as provided for in RCW 64.90.290 or 64.90.325.

ARTICLE 19: LIMITATION OF LIABILITY

19.1 No Personal Liability. So long as a Board Member, or Association Committee Member, or Association officer, or managing agent exercising the powers of the Board, has acted in good faith, without willful or intentional misconduct, upon the basis of such information as may be possessed by such person, then no such Person shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error or negligence of such person.

19.2 Indemnification of Board Members. Each Board Member or Association Committee Member, or Association officer, or managing agent exercising the powers of the Board, shall be indemnified by the Owners against all expenses and liabilities, including attorneys' fees reasonably incurred by or imposed in connection with any proceeding to which they may be a party, or in which they may become involved, by reason of being or having held such position, or any settlement thereof, whether or not they hold such position at the time such expenses or liabilities are incurred, except in such cases wherein such Person is adjudged guilty of willful misfeasance or malfeasance in the performance of their duties; provided, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association.

ARTICLE 20: SALE OF LOTS

~~20.1 Notice Required. The right of an Owner to sell, transfer, or otherwise convey a Lot shall not be subject to any right of approval, disapproval, first refusal, or similar restriction by the Association or Board, or anyone acting on their behalf. An Owner intending to sell a Lot shall deliver a written Notice to the Board, at least two (2) weeks before closing, or when the property is listed for sale, whichever occurs first.~~

~~20.2~~ Resale Certificates. The Board must provide documentation as required by RCW 64.90.640 when requested by the selling Lot Owner.

ARTICLE 21: AMENDMENT OF THE DECLARATION

21.1 Amendment. Except as noted below, amendments to this Declaration must be consented to by sixty-seven percent (67%) of the Lot Owners and attested to by the President and Secretary of the Board of Directors.

21.2 Corrections. Upon thirty (30) day advance Notice to Lot Owners, the Association may, upon a vote of two-thirds (2/3) of the Members of the Board, without a vote of the Lot Owners, adopt, execute, and record an amendment to the declaration for the purpose of correcting or supplementing the governing documents to correct a mathematical mistake, an inconsistency, or a scrivener's error, or clarifying an ambiguity in the governing documents with respect to an objectively verifiable fact.

The President and Secretary of the Association hereby attest that this amended and restated declaration has been adopted by the Association in accordance with the amendment procedures in the Original Declaration.

By _____ By: _____
_____, President _____, Secretary

STATE OF WASHINGTON)
) ss.:
COUNTY OF _____)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the President of Association, the Washington non-profit corporation that executed the within and foregoing instrument, and acknowledged that instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the instrument on behalf of said Association.

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

(Print name)
Notary Public in and for the State of
Washington, residing at _____
My commission expires: _____

STATE OF WASHINGTON)
) ss.:
COUNTY OF _____)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the Secretary of Association, the Washington non-profit corporation that executed the within and foregoing instrument, and acknowledged that instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the instrument on behalf of said Association.

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

_____(Print name)

Notary Public in and for the State of
Washington, residing at _____

My commission expires: _____

EXHIBIT A – LEGAL DESCRIPTION

All that portion of the West half of the Northeast Quarter of the Northeast Quarter of Section 30, Township 25 North, Range 1 East, W.M., in Kitsap County, Washington, which lies South of the Southerly margin of Newberry Hill Road;

EXCEPT the following:

COMMENCING at the Northwest corner of Lot 51 of the Plat of Emery Ridge located in Kitsap County, Washington, as recorded in Volume 24 of Plats, page 99; Thence South 01°41'28" West along the West line of said Lot 51, a distance of 114.87 feet to the POINT OF BEGINNING; thence continuing South 01°41'28" West 125 feet along the West line of said Lot 51 to the Southwest corner of said Lot 51; thence North 88°18'32" West 30 feet; thence North 01°41'28" East 125 feet; thence South 88°18'32" East 30 feet to the POINT OF BEGINNING.