

WHEN RECORDED RETURN TO

NAME Scott Hall 1/0 Burnstead Construction  
ADDRESS 1215 - 120th Ave NE, Sk. 201  
CITY, STATE, ZIP Bellevue, WA 98005



200408160132 28 PGS  
08 16-2004 09:20am \$46.00  
SNOHOMISH COUNTY, WASHINGTON

## Chicago Title Insurance Company

701 5th Avenue - Suite 1700 - Seattle, Washington 98104

### DOCUMENT TITLE(s)

1 Declaration of Covenants, Conditions & Restrictions  
2 of Waterton at Harbour Pointe Homeowners Assoc.  
3  
4 CHICAGO 596 0235  
#46.-

### REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED

Additional numbers on page \_\_\_\_\_ of document

### GRANTOR(s)

1 Burnstead Construction Company  
2  
3

Additional names on page \_\_\_\_\_ of document

CHICAGO TITLE INSURANCE COMPANY HAS PLACED  
THIS DOCUMENT OF RECORD AS A CUSTOMER  
COURTESY AND ACCEPTS NO LIABILITY FOR THE  
ACCURACY OR VALIDITY OF THE DOCUMENT.

### GRANTEE(s)

1 Future owners  
2  
3

Additional names on page \_\_\_\_\_ of document

### LEGAL DESCRIPTION

Lot-Unit All lots Block \_\_\_\_\_ Volume \_\_\_\_\_ Page \_\_\_\_\_  
Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_  
Plat Name Waterton @ At Harbour Pointe APN: 200407215016  
 Additional legal description is on page \_\_\_\_\_ of document

### ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S)

00545-000-001-00

Additional legal description is on page \_\_\_\_\_ of document

The Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
WATERTON AT HARBOUR POINTE HOMEOWNERS' ASSOCIATION**

**I N D E X**

|   |   |           |
|---|---|-----------|
| <b>ARTICLE I</b>  |   |           |
| <b>DEFINITIONS.....</b>                                   |   | <b>5</b>  |
| <b>ARTICLE II</b>   |   |           |
| <b>PRE EXISTING RESTRICTIONS . . . . .</b>                |   | <b>6</b>  |
| <b>ARTICLE III</b>  |   |           |
| <b>COMMONLY OWNED FACILITIES AND RESTRICTIONS</b>         |   |           |
| <b>GOVERNING SUCH AREAS.....</b>                          |   | <b>6</b>  |
| §1  | Sidewalks, Roads and Utilities                                      |           |
| §2  | Open Space and Trails   |           |
| §3  | Native Growth Protection Areas                                      |           |
| §4  | Neighborhood Park   |           |
| §5  | Landscaping and Entry Improvements                                  |           |
| §6  | Emergency Access Route  |           |
| §7  | Lift Station and Forcemain -- Sanitary Sewer System                 |           |
| §8  | Storm Drainage System   |           |
| §9  | Determination of Need for Maintenance or Repair                     |           |
| <b>ARTICLE IV</b>   |   |           |
| <b>COMMONLY MAINTAINED AREAS.....</b>                     |   | <b>8</b>  |
| §1  | Maintenance of Front Lawns and Rear and Side Yards of Specific Lots |           |
| §2  | Landscaping Between Street and Edge of Home                         |           |
| §3  | Auto Courts   |           |
| §4  | Sanitary Sewer and Storm Water Easements                            |           |
| <b>ARTICLE V</b>  |   |           |
| <b>EASEMENTS. ....</b>                                    |   | <b>10</b> |
| §1  | Drainage Easements  |           |
| §2  | Easements Granted to Utility Companies                              |           |
| §3  | Sanitary Sewer and Storm Drainage Easements                         |           |
| §4  | Access Easements  |           |
| §5  | Easements for Walls of House  |           |
| §6  | Homeowners' Association Easements                                   |           |
| <b>ARTICLE VI</b>   |   |           |
| <b>WALLS CONNECTING ATTACHED SINGLE FAMILY HOME .....</b> |   | <b>13</b> |
| § 1   | Contiguous Walls  |           |
| § 2   | Damage and Destruction of Connecting Walls                          |           |
| § 3   | Right to Contribution Runs With the Land                            |           |

|                     |  |           |
|---------------------|--|-----------|
| <b>ARTICLE VII</b>  |  |           |
|                     | <b>DEVELOPMENT PERIOD, MANAGEMENT RIGHTS OF DECLARANT DURING DEVELOPMENT .....</b> | <b>13</b> |
|                     | § 1 Management by Declarant  |           |
|                     | § 2 Management   |           |
|                     | § 3 Notices to Owners  |           |
| <b>ARTICLE VIII</b> |  |           |
|                     | <b>MANAGEMENT BY BOARD... ..</b>   | <b>15</b> |
|                     | § 1 Expiration of the Development Period   |           |
|                     | § 2 Terms  |           |
|                     | § 3 Powers of the Board  |           |
| <b>ARTICLE IX</b>   |  |           |
|                     | <b>ASSESSMENTS.. ..</b>  | <b>17</b> |
|                     | § 1 Creation of Lien & Personal Obligation   |           |
|                     | § 2 Purpose of Assessments and Commencement Date                                   |           |
|                     | § 3 Special Assessments  |           |
|                     | § 4 Notice and Quorum for Any Action Authorized Under Sections 4 and 5             |           |
|                     | § 5 Uniform Rate of Assessment   |           |
|                     | § 6 Date of Commencement of Annual Assessment, Due Dates                           |           |
|                     | § 7 Effect of Non-Payment of Assessments, Remedies of the Association              |           |
|                     | § 8 Subordination of the Lien to Mortgage  |           |
|                     | § 9 Exempt Property  |           |
|                     | § 10 Assessments by Declarant During the Development Period                        |           |
| <b>ARTICLE X</b>    |  |           |
|                     | <b>ARCHITECTURAL CONTROL COMMITTEE APPROVAL.....</b>                               | <b>20</b> |
|                     | § 1 Property Alterations Must Be Approved by Architectural Control Committee       |           |
|                     | § 2 Fences   |           |
|                     | § 3 Enforcement  |           |
| <b>ARTICLE XI</b>   |  |           |
|                     | <b>LAND USE RESTRICTIONS . . . . .</b>   | <b>20</b> |
|                     | § 1 Residential Restrictions   |           |
|                     | § 2 Property Use Restrictions  |           |
|                     | § 3 Prohibition of Nuisance and Untidy Conditions                                  |           |
|                     | § 4 Temporary Structures   |           |
|                     | § 5 Animals  |           |
|                     | § 6 Storm Drainage Maintenance   |           |
|                     | § 7 Repair of Common Maintenance Areas   |           |
|                     | § 8 Dumping in Common Areas and Common Maintenance Areas Prohibited                |           |
|                     | § 9 Lawn and Yard Maintenance  |           |
|                     | § 10 Exterior Maintenance by Owner   |           |
|                     | § 11 Authorization to Plant Trees  |           |
|                     | § 12 Common Driveways  |           |

- § 13 Basketball Hoops, Play and Sport Facilities
- § 14 Use of Common Areas
- § 15 No Partition of Common Areas
- § 16 Utilities and Satellite Dishes

**ARTICLE XII**

**HOMEOWNERS ASSOCIATION .. ..... 24**

- § 1 Non-Profit Corporation
- § 2 Membership
- § 3 Voting Rights
- § 4 Meetings

**ARTICLE XIII**

**GENERAL PROVISIONS ..... 25**

- § 1 Covenants Running with the Land
- § 2 Amendment
- § 3 Enforcement
- § 4 Attorneys' Fees
- § 5 Compensation for Witnesses
- § 6 Responsibility of Association for Attorney Fees of Board Members
- § 7 Successors and Assigns
- § 8 Severability

**DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
WATERTON AT HARBOUR POINTE  
HOMEOWNERS' ASSOCIATION**

THIS DECLARATION is made on the date hereinafter set forth by Burnstead Construction, Company ("Declarant"), a Washington corporation which is the owner of certain land situated in the State of Washington, County of Snohomish known as WATERTON AT HARBOUR POINTE, which is more particularly described in *Exhibit A*. In order to ensure preservation of the gracious residential environment at Waterton, Declarant agrees and covenants that all land and improvements now existing or hereafter constructed thereon will be held, sold, conveyed subject to, and burdened by the following covenants, conditions, restrictions, reservations, limitations, liens and easements in perpetuity, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such lands for the benefit of all of such lands and the owners thereof and their heirs, successors, grantees and assigns. All provisions of this Declaration shall be perpetually binding upon all parties having or acquiring any right, title or interest in such lands or any portion thereof and shall inure to the benefit of each owner thereof and to the benefit of Waterton Homeowners' Association and shall otherwise in all respects be regarded as perpetual covenants binding and running with the land. Invalidation of any one of these covenants by judgment or court order shall in no way affect the other provisions that shall remain in full force and effect.

**ARTICLE I  
DEFINITIONS**

For purposes of the Declaration and the Articles of Incorporation and the Bylaws of the Waterton Homeowners' Association, certain words and phrases shall have particular meanings as follows:

Section 1 "Association" shall mean and refer to the WATERTON AT HARBOUR POINTE HOMEOWNERS' ASSOCIATION, its successors and assigns.

Section 2 "Board" shall mean and refer to the Board of Directors of the Association, as provided for in Article VIII. For purposes of exercising the powers and duties assigned in this Declaration to the Board, this term shall also mean the "Declarant" as provided in Article VII unless the language or context clearly indicates otherwise.

Section 3 "Properties" shall mean and refer to the real property described with particularity in *Exhibit A* and such additions to that property which may hereafter be brought within the jurisdiction of the Association

Section 4 "Lot" shall mean and refer to any plot of land other than those designated as tracts shown upon the recorded subdivision map of the Properties which shall be numbered (1-58),

Section 5 "Declarant" shall mean and refer to Burnstead Construction Company, a Washington corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development

Section 6 "Development Period" shall mean and refer to that period of time defined in Article VII of this Declaration

Section 7 "Site Plan of the Neighborhood" shall mean and refer to the Plat of Waterton at Harbour Pointe as recorded under Snohomish County Recording No 200407215016 in the Records Division of the Snohomish County Auditor's office

Section 8 "Residence" shall mean and refer to buildings occupying any Lot, including the common walls of such structures

**ARTICLE II  
PRE-EXISTING RESTRICTIONS**

The Properties covered by this Declaration shall continue to be subject to previous covenants, conditions, encumbrances and restrictions, to the extent that such restrictions are valid, including the restrictions of the Harbour Pointe Master Association, as well as provisions requiring the Association to pay annual dues to that organization

**ARTICLE III  
COMMONLY OWNED FACILITIES AND RESTRICTIONS  
GOVERNING SUCH AREAS**

The community has the following common facilities which are owned and maintained by the Association for the common use and enjoyment of members of the Association

**Section 1. Sidewalks, Roads and Utilities.**

*Tract A* is developed as a private access road with private sidewalks and contains various utilities, including storm drainage, sanitary sewers, and public water mains. All streets within the Waterton community are located in Tract A and are owned by the Association. The Association will clean, maintain, and repair streets, street lights, and utilities with the exception of the public water mains.

**Section 2. Open Space and Trails.**

*Tract B* contains a natural open-space with benches, soft trail, and overlook area. The trail may be used by Waterton residents and Westridge residents at their own risk.

**Section 3. Native Growth Protection Areas**

*Tracts C, F, G, H, J, K, L, O and P* are Native Growth Protection Areas which have been set aside for the protection and preservation of native growth, and are shown on the Site Plan describing the community. There shall be no clearing, excavation or fill placed within the designated Native Growth Protection tracts with the exception of installing required utilities, removing dangerous trees, thinning of woodlands in a manner which a certified landscape architect or arborist determines will benefit the woodlands, and removing obstructions on drainage courses, or as allowed under Mukilteo City Code, Section 17.52A.060 governing vegetation management on steep slopes.

**Section 4. Neighborhood Park**

*Tract D* contains a neighborhood park which is owned by the Association and is to be used only by the residents of Waterton and Westridge and their invited guests. Westridge is a neighborhood with 17 lots located near Waterton. The park can be used between the hours of 8:00 a.m. and 10:00 p.m. Homeowners from the Waterton and Westridge neighborhoods will bear financial responsibility for any damage or problems resulting from park use as well as routine maintenance costs.

No use of the park shall be made which unreasonably interferes with the ability of the homeowners to enjoy their property. The Board will develop rules which will regulate use of the park. If owners, their relatives, invitees or guests breach the regulations of the Board governing park use, their privilege to use the park shall be revoked. Each individual owner covenants for itself, its heirs, successors, assigns and tenants, that it shall assume all risks associated with park use, including but not limited to the risk of property damage or personal injuries resulting from the use of the park and shall indemnify and hold harmless the Declarant, the Association and the Board.



of Directors of the Association from any liability, claims or expenses, including attorneys' fees arising from property damage or personal injuries resulting from the use of the park. Owners who wish to reserve the park for special events, must make arrangements with the Homeowners' Association to do so.

**Section 5. Landscaping and Entry Improvements**

*Tract M* contains entry improvements and landscaping which shall be maintained by the Association.

*Tract N* contains entry improvements, a gate, planters, rock-walls, a wooden trellis, an irrigation system and landscaping, which shall be maintained by the Association.

**Section 6. Emergency Access Route**

The emergency access route located between Lots 35 and 37 will be owned and maintained by the Association.

**Section 7. Lift Station and Forcemain; Sanitary Sewer System**

The Association shall own and maintain the sanitary sewer system including the sanitary lift station and forcemain.

**Section 8. Storm Drainage System**

The Association shall own and maintain the storm drainage system, including storm water vaults.

**Section 9. Determination of Need for Maintenance or Repair.**

The need for maintenance or repair of the Common Areas and Common Maintenance Areas shall be determined by the Board of Directors.

**ARTICLE IV  
COMMONLY MAINTAINED AREAS**

There are areas in the Waterton neighborhood, which although not owned by the Association are maintained by the Association. The Association will maintain the following areas and facilities in the neighborhood for the benefit of the members of the Association.

**Section 1. Maintenance of Front Lawns and Rear and Side Yards of Specific Lots**

All front lawns, and the rear and side yards of specific lots are commonly maintained by the Association. However, although such areas are maintained by the Association, members of the Association will not be allowed to use the lawns or planting areas located on lots owned by other individuals. The homes and lots in the Waterton neighborhood are privately owned. The entire rear, front and side yards of homes located on the following lots will be maintained by the Association: Lots 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, and lots 46-58.

**Section 2. Landscaping Between Street and Edge of Homes**

All front lawns, plantings and landscaping between the street and the edge of the building shall be maintained by the Association. No changes may be made in the landscaping of these yards, such as by planting ornamental trees, without obtaining written permission of the Board.

**Section 3. Auto Courts**

Lots 47 – 57 have stamped concrete auto courts which shall be maintained by the Homeowners' Association.

**Section 4 Sanitary Sewer and Storm Water Easements**

The Association shall maintain:

(a) The ten foot wide private sanitary sewer easement under and upon Lots 9 and 10. That easement is described in Article V, Section 3(a).

(b) The private storm drainage easement, described with particularity in Article V, Section 3(b) located under and upon Lots 10, 11, and 12.

(c) The joint storm drainage and sanitary sewer easement under and upon Lots 1, 2, 3, 4, 5, 6, 7, 8, 11, 14, 16, 18, 20, 22, 23, 24, 28, 30, 32, 34, 37, 38, 39, 40, 41, 42, 43, 45, 48 through 56 which are described with particularity in Article V, Section 3(c).

(d) The storm drainage easement under and upon Lots 25, 26, 35, 36, 46, 47, 48, 49, 50 and 51, which is described with particularity in Article V, Section 3(d).

(e) The sanitary sewer easement under and upon Lots 33, 44, 46, 47 and 58, which is described with particularity in Article V, Section 3(e).

**ARTICLE V  
EASEMENTS**

The following easements have been granted within the Waterton Community

**Section 1. Drainage Easements.**

An easement to drain all streets over and across any lot or lots where water might take a natural course after the street or streets are graded,

**Section 2. Easements Granted to Utility Companies**

(a) An easement has been reserved for and conveyed to Puget Sound Energy, Inc , Snohomish County PUD, Verizon Telephone Company, Comcast Cable and their respective successors and assigns, under and upon the exterior five (5') feet parallel with and adjoining the street frontage of Lots 1 through 8, Lots 13, 15, 17, 19, 21, 23, 25, 27, 28, 29, 31, 33, 35, 37 through 58 Along Waterton Circle, and under and upon Tracts D, N, M, along Waterton Circle as shown on the Site Plan for the Waterton neighborhood in which to install, lay, construct, renew, operate and maintain underground conduits, cables, pipes and wires with necessary facilities and other equipment for the purposes of serving this community and other property with electrical, telephone, gas, television cable and other utility services together with the right to enter upon the lots, tracts and roads at all times for the purposes herein stated

(b) An easement has been reserved for and granted to Mukilteo Water District and its respective successors and assigns under and upon the ten (10') feet parallel with and adjoining the street frontages of Lots 1, 2, 3, 4, 5, 6, 7, 8, 13, 15, 17, 19, 21, 23, 25, 27, 28, 29, 31, 33, 35, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, and 58, Tract A (Waterton Circle), Tract C, Tract D, Tract E, Tract M, Tract N for the purpose of constructing, reconstructing, operating and maintaining the water main system, together with the right of ingress and egress for such purposes. The easement shall be free from all structures, i.e., covered parking, decks, overhangs, sheds, etc

No fence or obstruction shall be constructed between the edge of the easement and water meters, fire hydrants and blow off assemblies which restricts access by Mukilteo Water District

**Section 3. Sanitary Sewer and Storm Drainage Easements**

(a) A ten (10') foot private sanitary sewer easement under and upon Lots 9 and 10 as shown on the Site Plan for the Waterton neighborhood is reserved for and granted to Waterton at Harbour Pointe Homeowners Association in which to install, lay, construct, renew, operate and maintain underground pipes and wires with necessary facilities and other equipment for the

purposes of serving Lot 9, Lot 10, Lot 11 and Lot 12 with sanitary sewer force main facilities together with the right to enter upon Lot 9 and Lot 10 at all times for the purposes herein stated

(b) A private storm drainage easement under and upon Lot 10, Lot 11, and Lot 12 as shown on the Site Plan for the Waterton neighborhood has been granted to the Homeowners' Association for the purposes of operating, maintaining and reconstructing storm water facilities together with the right of ingress and egress for such purposes

(c) A joint storm drainage and sanitary sewer easement under and upon lots 1, 2, 3, 4, 5, 6, 7, 8, 11, 14, 16, 18, 20, 22, 23, 24, 28, 30, 32, 34, 37, 38, 39, 40, 41, 42, 43, 45, 48 through 56 as shown on the Site Plan for the Waterton neighborhood has been granted to the Homeowners' Association for the purpose of operating, maintaining and reconstructing storm drainage facilities and sanitary sewer facilities together with the right of ingress and egress for such purposes

(d) A private storm drainage easement under and upon Lots 25, 26, 35, 36, 46, 47, 48, 49, 50 and 51, as shown on the recorded Site Plan for the Waterton neighborhood has been granted to the Homeowners' Association for the purpose of operating, maintaining and reconstructing storm drainage facilities together with the right of ingress and egress for such purposes

(e) A sanitary sewer easement under and upon Lots 33, 44, 46, 47 and 58 as shown on the Site Plan for the Waterton neighborhood has been granted to the Homeowners' Association for the purpose of operating, maintaining and reconstructing sanitary sewer facilities together with the right of ingress and egress for such purpose

#### **Section 4. Access Easements**

(a) Private access easements across Lots 48 through 56 as shown on the Site Plan for the Waterton neighborhood has been granted to Lots 47 through 57 for the purpose of providing access together with the right of ingress and egress for said purposes. The Homeowners' Association shall be responsible for maintenance, repair and/or reconstruction of such access facilities

(b) Private access easements across Lots 9, 11, 15, 17, 19, 21, 23, 25, 29, 31, 33, and 35 as shown on the Site Plan for the Waterton neighborhood has been granted to Lots 10, 12, 16, 18, 20, 22, 24, 26, 30, 32, 34, and 36 respectively for the purposes of providing lot access together with the right of ingress and egress for said purposes. The burdened Lot providing access and the benefitted Lot shall be equally responsible for maintenance, repair and/or reconstruction of the access

(c) A public access easement is granted to the City of Mukilteo over the westerly 80 feet of Tract L for the purpose of constructing, reconstructing, operating and maintaining a trail together with the right of ingress and egress for such purposes

(d) Tract E has been dedicated to the City of Mukilteo for access connecting Harbor Heights Parkway to Waterton Neighborhood. It is a publicly dedicated right-of-way and the Association shall have no liability associated with use of the access.

(e) Each owner shall have the right to ingress and egress over, upon and across areas necessary for access to his or her lot. Such right shall be appurtenant to and pass with the title to each lot.

**Section 5. Easements for Walls of House**

(a) Easements have been granted which will permit the walls of homes to be located along the boundary of the lots. Such walls shall not be regarded as an encroachment. The terms of the easement allow such walls to be located along boundary and prevent property owners from taking any action which adversely affects the condition of the walls.

(b) Easement for Maintenance and Repair on Walls of Adjoining Houses. An easement for maintenance and repair on walls of adjoining houses has been granted to property owners for the purpose of making repairs to their property (e.g., roofs and walls) which allows owners or their agents to go onto adjacent property for purposes of matching building materials and placing building materials when making structural repairs. This is a very restricted easement which does not allow, for example, the storage of materials on adjacent property or physical presence on adjacent property except to the extent necessary to make repairs or perform maintenance activities.

**Section 6. Homeowners' Association Easements**

(a) Blanket easements are reserved to the Homeowners' Association as shown on the Site Plan for the Waterton neighborhood upon, across, and under all property within the community for access, ingress, egress, installing, repairing, replacing and maintaining all utilities serving the community or any portion thereof, including but not limited to gas, water, sanitary sewer, telephone and electricity as well as storm drainage and other service such as, but not limited to, cable television system or a security system which the Association might have installed to serve the community. It shall be permissible for the Homeowners' Association or its agent, as the case may be, to install, repair, replace, or maintain, or to authorize the installation, repair, replacement and maintenance of such wires, conduits, cables and other equipment relating to the provision of any utility or service. Should any party furnishing such utility or service request a specific license or easement by a separate recordable document, the Declarant, during the Development Period, and the Board of Directors shall have the right to grant such easement or license. Within these easements, no structures, plantings or material shall be placed which may interfere with utility or drainage facilities. Any utilities or service lines which the Board deems necessary shall be installed within such areas or under right-of-way areas located within the neighborhood.

(b) The residents grant members of the Board or their agents an easement to go onto lots to mow lawn and work on flower beds, and to do any work to maintain the utility lines, various utility and drainage systems. In the event that owners fail to maintain their property in accord with community standards and fail to respond to Board requests to bring their property into compliance with community standards, this easement allows entry into the yards of properties in the community to perform maintenance work.

**ARTICLE VI  
WALLS CONNECTING ATTACHED SINGLE FAMILY HOMES**

**Section 1 Contiguous Walls.**

Adjacent property owners must take care to avoid damaging or destroying the exterior walls of the adjoining house. If a property owner damages or destroys the exterior walls of the contiguous home, that property owner shall bear the expense of repairing or reconstructing the adjacent wall.

All homes in the community will have a wall located on the boundary line.

No repair or reconstruction shall be commenced until all necessary permits and approvals have been obtained.

**Section 2 Damage and Destruction of Connecting Walls.**

If the exterior walls located on the boundary line are destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance or repaired out of the proceeds of insurance, any owner who has use of the wall may restore it and if the other owner or owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal portions without prejudice, however, to the right of any owners' right to call for a larger contribution from the others under rules of law regarding liability for negligence or willful acts or omissions.

**Section 3 Right to Contribution Runs With the Land**

The right of any owner to contribution from any other owner under this Section shall be appurtenant to the land and shall pass to the owners' successor in title.

**ARTICLE VII  
DEVELOPMENT PERIOD; MANAGEMENT RIGHTS OF  
DECLARANT DURING DEVELOPMENT**

**Section 1 Management by Declarant**

Development Period shall mean that period of time from the date of recording this

Declaration until (1) a date five years from the date of recording this Declaration or (2) the thirtieth day after Declarant has transferred title to the purchasers of Lots representing 99 percent of the total voting power of all Lot Owners as then constituted or (3) the date on which Declarant elects to permanently relinquish all of Declarant's authority under this Article by written notice to all Owners, whichever date first occurs. Until termination of the Development Period, the Property shall be managed and the Association organized at the sole discretion of the Declarant.

**Section 2. Management.**

Each Owner expressly covenants that the Declarant, during the Development Period, may delegate all or any portion of their management authority to a managing agent, manager or officer of the Association and may enter into such management contracts or other service contracts to provide for maintenance and the operation of Common Areas and/or portion thereof. Any management agreement or employment agreement for the maintenance or management of the Common Areas or any portion thereof shall be terminable by the Association without cause upon 90 days' written notice thereof, the term of any such agreement shall not exceed three years, renewable by agreement of the parties for successive three year periods. Each Owner is bound to observe the terms and conditions of any such management agreement or employment contract, all of which shall be made available for inspection by any Owner on request. Any fees or salaries applicable to any such management, employment or service agreement shall be paid out of dues which are assessed to each owner.

**Section 3. Notices to Owners.**

Not less than 10 nor more than 60 days prior to the termination of the Development Period, the Declarant shall give written notice of the termination of the Development Period to the Owner of each Lot. Said notice shall specify the date when the Development Period will terminate and shall further notify the Owners of the date, place and time when a meeting of the Association will be held. The notice shall specify that the purpose of the Association meeting is to elect new Officers and Directors of the Association. Notwithstanding any provision of the Articles or Bylaws of the Association to the contrary, for the purpose of this meeting, the presence, either in person or by proxy, of the Owners of three Lots shall constitute a quorum. The Board of Directors and Officers of the Association may be elected by a majority vote of said quorum. If a quorum is not present, the Development Period shall nevertheless terminate on the date specified in said notice and it shall thereafter be the responsibility of the Lot Owners to provide for the operation of the Association.

**ARTICLE VIII  
MANAGEMENT BY BOARD**

**Section 1 Expiration of the Development Period.**

Upon expiration of the Declarant's management authority under Article IV, all administrative power and authority shall vest in a Board of three directors who shall be members of the Association. The Association, by amendment of the Bylaws, may increase the number of directors. All Board positions shall be open for election at the first annual meeting after termination of the Development Period under Article VII. At the first meeting of the Board of Directors, the new Board shall be given copies of Bylaws and shall govern the Association in accord with the Bylaws and this Declaration.

**Section 2. Terms**

The terms of the Board are identified in the Bylaws.

**Section 3 Powers of the Board.**

All powers of the Board must be exercised in accord with the specifications which are set forth in the Bylaws and Declaration and the requirements of Chapter 64.38 RCW. The Board, for the benefit of all the Properties and the Lot Owners, shall enforce the provisions of this Declaration and the Bylaws. In addition to the duties and powers imposed by the Bylaws and any resolution of the Association that may be hereafter adopted, the Board shall have the power and be responsible for the following, in way of explanation but not limitation:

- (a) Insurance Obtain policies of general liability insurance.
- (b) Legal and Accounting Services Obtain legal and accounting services if necessary to the administration of Association affairs, administration of the Common Areas, or the enforcement of this Declaration.
- (c) Maintenance Maintain Common Areas and Common Maintenance Areas.
- (d) Discharge of Liens The Board may also pay any amount necessary to discharge any lien or encumbrance levied against the entire Property or any part thereof which is claimed or may, in the option of the Board, constitute a lien against the Properties or against the Common Areas rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such liens, they shall be jointly and severally liable for the cost of discharging it and any costs or expenses, including reasonable attorneys' fees and costs of title search incurred by the Board by reason of such lien or liens. Such fees and costs shall be assessed against the Owner or Owners of the Lot responsible for the lien.
- (e) Utilities Pay all utility, maintenance and repair charges attributable to Common Areas and Common Maintenance Areas. Authorize the installation of utility or service.



lines which the Board deems to be in the best interest of the Association

(f) Right to Contract Have the exclusive right to contract for all goods, services, maintenance, and capital improvements provided, however, that such right of contract shall be subject to Association approval

(g) Improvement of Common Areas Improve the Common Areas with capital improvements, provided that for those capital improvements exceeding \$5,800, 25 percent of the Owners must approve the addition of such capital improvements

(h) Right of Entry Enter any Lot, when reasonably necessary, in the event of emergencies or in connection with any maintenance, landscaping or construction for which the Board is responsible. Such entry must be made with as little inconvenience to the Owners as possible, and any damage caused thereby shall be repaired by the Board if the entry was due to an emergency (unless the emergency was caused by the Owner of the Lot entered, in which case the cost shall be specially assessed to the Lot). If the repairs or maintenance activities were necessitated by the Owner's neglect of the Lot, the cost of such repair or maintenance activity shall be specially assessed to that Lot. If the emergency or the need for maintenance or repair was caused by another Owner of another Lot, the cost thereof shall be specially assessed against the Owner of the other Lot.

(i) Promulgation of Rules Adopt and publish rules and regulations governing the members and their guests and establish penalties for any infraction thereof

(j) Declaration of Vacancies Declare the office of a member of the Board to be vacant in the event that a member of the Board is absent from three consecutive regular meetings of the Board

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

(l) Payment for Goods and Services Pay for all goods and services required for the proper functioning of the Common Areas and Common Maintenance Areas

(m) Impose Assessments Impose annual and special assessments

(n) Bank Account Open a bank account on behalf of the Association and designate the signatories required

(o) Legal Actions Commence legal actions for the enforcement of these covenants or any other legal action which the Board of Directors deems necessary for the protection of the neighborhood. The Board also has the authority to defend against legal actions initiated against the Association

(p) Exercise of Powers, Duties and Authority Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of the Bylaws, Articles of Incorporation, or this Declaration. The Board shall have all powers and authority permitted to it under this Declaration and the Bylaws

However, nothing herein contained shall be construed to give the Board authority to conduct a business for profit on behalf of all the Owners or any of them

## **ARTICLE IX ASSESSMENTS**

### **Section 1. Creation of Lien and Personal Obligation.**

Each owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges and any special assessments. Annual and special assessments shall be established and collected in accord with the following provisions. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each assessment, together with the interest, costs and reasonable attorneys' fees incurred to collect such assessments, shall be the personal obligation of the individual who is the Owner of the Property at the time that the assessment fell due.

### **Section 2. Purpose of Assessments and Commencement Date.**

The initial assessment for each lot in the Waterton Community shall be T.B.D.

It will become effective upon closing the home purchase and shall be prorated to reflect the number of months left in the year on that date. The assessments imposed by the Association shall be used (1) to promote the recreation, health, safety and welfare of the residents of Waterton Neighborhood, (2) for the improvement, maintenance and repair of Common Areas and Common Maintenance Areas, (3) for administrative fees or (4) damages incurred in any action in which the Association or a member of the Board acting in behalf of the Homeowners' Association is named as a party, and (5) for the repair of Waterton Homeowners' Association land and improvements and (6) costs incurred in collection of Homeowners' Association dues.

The annual assessment may be increased during the Development Period to reflect increased (1) maintenance costs, (2) repair costs, or (3) neighborhood management costs. All increases in the annual assessment during the Development Period must directly reflect increases in the above recited costs. It shall not be necessary to amend this Declaration to increase the annual assessment during the Development Period. During this period, the Declarant will give members of the Association notice of increased assessments thirty days before such assessments become effective.

(a) After the Development Period expires, the maximum annual assessment may be increased each year not more than 10 percent above the maximum annual assessment for the previous year without a vote of the membership.

(b) After the Development Period expires, the maximum annual assessment may be increased by more than 10 percent only if 25 percent of the Members of the Association, who are voting in person or by proxy at a meeting duly called for that purpose, consent to such an increase

(c) After the Development Period expires, the Board of Directors shall fix the annual assessment in accord with the above-recited standards

**Section 3. Special Assessments.**

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a common assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement located on or within the Common Maintenance Areas or Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of 25 percent of the members of the Association who are voting in person or by proxy at a meeting duly called for that purpose

In addition, the Declarant or the Association may levy in any assessment year a special assessment for the purpose of defraying, in whole or in part, (1) the cost of legal fees and costs incurred in legal actions in which the Board or Declarant is a party, (2) the cost of legal fees and costs incurred in any action in which a member of either the Board or Declarant is named as a party as a result of a decision made or action performed while acting in behalf of the Homeowners Association, or (3) any other reasonable expenses incurred by the Homeowners Association. Such special assessments shall require the consent of 25 percent of the members of the Association.

However, any special assessment under \$100 per unit need not be approved by the owners.

**Section 4. Notice and Quorum for Any Action Authorized Under Sections 4 and 5.**

Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 of this Article shall be sent to all members not less than 15 days nor more than 60 days in advance of the meeting. At the annual meeting, the presence of 10 percent of the members of the Association and/or of proxies entitled to cast 10 percent of the votes of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. Three members at a meeting to elect the first board constitutes a quorum.

**Section 5. Uniform Rate of Assessment.**

Both annual and any special assessments must be fixed at a uniform rate for all Lots and must be collected on an annual basis

**Section 6 Date of Commencement of Annual Assessment; Due Dates.**

The annual assessments describe in this Article shall commence on closing of each lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Written notice of the annual assessment shall be sent to every Owner subject to such assessments. The due date shall be established by the Declarant/Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

**Section 7. Effect of Non Payment of Assessments; Remedies of the Association.**

Any assessment not paid within 30 days after the due date shall bear interest at the rate of 12 percent per annum. Each Owner hereby expressly vests in the Association or its agents the right and power to bring all actions against such Owner personally for the collection of such assessments as debts and to enforce lien rights of the Association by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in like manner as a mortgage of real property. Such Owner hereby expressly grants to the Association the power of sale in connection with such liens. The liens provided for in this section shall be in favor of the Association and shall be for the benefit of the Association. The Association shall have the power to bid in an interest at foreclosure sale and to acquire, hold, lease, mortgage and convey the same. The Owner is responsible for payment of all attorneys' fees incurred in collecting past due assessments or enforcing the terms of assessment liens (see Article IX, Section 1). No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Area or abandonment of his Lot.

The Association shall have the right to suspend the voting rights of an Owner for any period during which any assessment against the Lot remains unpaid and for a period not to exceed 60 days for any infraction of the terms of either this Declaration, the Articles or the Bylaws of the Association.

**Section 8. Subordination of the Lien to Mortgage.**

The lien for assessments, provided for in this Article, shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure, or any proceeding in lieu thereof, shall

extinguish the lien created pursuant to this Article as to payments which become due prior to such sale or transfer. No sale or transfer, however, shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien for such assessments.

**Section 9. Exempt Property.**

All property dedicated to and accepted by local public authority shall be exempt from the assessments provided for in this Article.

**Section 10. Assessments by Declarant During the Development Period.**

Declarant shall have all of the rights and powers herein given to the Board. Such rights and powers are reserved by the Declarant, its successors and assigns as provided in Article IV. Declarant shall have the right and option to assess owners for actual costs of maintaining Common Areas, Common Maintenance Areas and rights-of-way and a neighborhood management fee during the Development Period. The Declarant also shall have the authority to assess members of the Association for monies to fund any enforcement action during the Development Period.

**ARTICLE X  
ARCHITECTURAL CONTROL COMMITTEE APPROVAL**

**Section 1. Property Alterations Must Be Approved by Architectural Control Committee.**

Before any new construction or alterations occur in Waterton at Harbour Pointe, including the installation of yard art, awnings, fences, covered patios, water features, trellises, sport courts, and big toys, it will be necessary to have the Architectural Control Committee approve the proposed structure.

**Section 2. Fences**

No fences shall be constructed other than those fences installed by the Declarant.

**Section 3. Enforcement.**

The Waterton Architectural Control Committee will have responsibility for informing the Board of the need to bring enforcement actions if this Declaration is violated.

**ARTICLE XI  
LAND USE RESTRICTIONS**

**Section 1. Residential Restrictions.**

All Lots within the Properties shall be used solely for private single-family residential purposes and shall be used in accord with the restrictions set forth in this Declaration, as well as all applicable City of Mukilteo zoning and land use laws

**Section 2. Property Use Restrictions.**

No Lot shall be used in a fashion which unreasonably interferes with the Owner's right to use and enjoy their respective Lots or Common Areas. The Board, the Committee designated by it, or the Declarant during the Development Period, shall determine whether any given use of the Property and/or Lot unreasonably interferes with those rights, such determinations shall be conclusive

**Section 3. Prohibition of Nuisance and Untidy Conditions.**

No noxious or offensive activity shall be conducted on any Lot or Common Area, nor shall anything be done or maintained on the Properties which may be or become an activity or condition which unreasonably interferes with the right of other Owners to use and enjoy any part of the Properties. No activity or condition shall be conducted or maintained on any part of the Properties which detract from the value of the Properties as a residential community. No untidy or unsightly condition shall be maintained on any property. Untidy conditions shall include, but are not limited to, publicly visible storage of garbage containers, recycling bins, hot tub equipment, wood, boats, trailers, recreational vehicles and disabled vehicles of any kind whatsoever. **Cars, recreational vehicles, boats, and other vehicles shall not be parked in driveways. All vehicles must be stored in the garage.**

**Section 4. Temporary Structures.**

No structure of a temporary character or trailer, recreational vehicle, tent, shack, garage, barn, or other out buildings shall be used on any Lot at any time as a residence, either temporarily or permanently. No vehicles parked in public rights-of-way may be used temporarily or permanently for residential purposes. All such structures shall be removed at the expense of the Owner of the Lot on which the structure is located

**Section 5. Animals**

No animals, (including pigs), other than dogs, cats, caged birds, tanked fish, and other conventional small household pets, may be kept on any Lot. Dogs and cats shall not be allowed to

run at large Leashed animals are permitted within rights of way Efforts should be made by the person accompanying the animal to remove animal waste deposits on lawns and rights of way All pens and enclosures must be approved by the Committee prior to construction and shall be kept clean and odor free at all times If the investigation of the Board indicated that animals are kept in violation of this section, the Board will give the Owner ten (10) days' written notice of the violation Such violations must be remedied by the Owner within ten (10) days Failure to comply with the written notice will result in a fine of \$25 per day The Association shall be entitled to attorneys' fees for any action taken to collect such fines in accord with the provisions of Article IX, Section 1 If a Lot Owner violates provisions of this section regarding pens and enclosures on more than two (2) occasions, the Board may require the Lot Owner to remove such structure

**Section 6. Storm Drainage Maintenance**

Following the reasonable grading of roads and ways in the Neighborhood, no drainage waters on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon public or private road rights of-way to hamper proper road drainage The owner of any Lot or Lots prior to making any alterations in the drainage system after the system has been developed by the Declarant, must make application to and receive approval from the City of Mukilteo's Director of the Department of Public Works for such alterations Similar permission must be obtained before enclosing of drainage waters in culverts or drains, or rerouting waters across any lot as may be undertaken by or for the Owner of any Lot at the expense of such owners

**Section 7. Repair of Common Maintenance Areas.**

Any damage to Common Maintenance Areas or Common Areas or improvements thereon, including landscaping, plantings, irrigation systems, fences, berms, furniture and lights etc , by the Owners or their children, relatives or guests, shall be repaired within one week by the Owner who caused the area to be damaged If such repairs are not made timely, the Association shall make the repair and the Owner will be obliged to immediately remit funds for the repair If the Owner fails to promptly make payment for such repairs (within 30 days of the repair), the Owner will be charged interest at the rate of 12 percent per annum until debt is paid

**Section 8. Dumping in Common Areas and Common Maintenance Areas Prohibited.**

No trash, plant, or grass clippings or other debris of any kind shall be dumped or deposited on either common maintenance areas or common areas within the Waferton Neighborhood

**Section 9. Lawn and Yard Maintenance.**

All front lawns, plantings and landscaping between the street and the edge of the building shall be maintained by the Association, as well as the rear and side yards of the lots specified in

Article IV, Section 1 of this Declaration No changes may be made in the landscaping of these areas or rear yards by planting any trees that may impact view corridors now or in the future, or by planting ornamental trees without obtaining written permission of the Board Each individual homeowner shall be responsible for maintaining all areas of each lot which are not common maintenance areas

**Section 10. Exterior Maintenance by Owner.**

Each Residence shall be maintained by the Owner in accord with the standards imposed by Waterton Homeowners Association

If any owner of any residence fails to properly maintain the yard, the Association, after notice to the owner, will do maintenance work and bill the owner for all costs incurred

**Section 11. Authorization to Plant Trees.**

Owners must obtain permission of the Board before planting any trees on lots in the Waterton Community No permission to plant additional trees will be granted if such trees affect view corridors

**Section 12. Common Driveways.**

Some homes shall share common driveways as shown on the Site Plan of the Waterton Neighborhood Such driveways shall only be used for ingress and egress or other uses for such driveways, described on the face of the Site Plan for the neighborhood Cars cannot be parked in the common driveway and the driveways are not a recreational area and shall not be used as a sport court or playground No activity shall be conducted in such areas which unreasonably interferes with the right of other property owners to enjoy their homes

If it becomes necessary to repair common driveways, either the owners who use the driveway or the Board shall make repairs and adjacent owners utilizing the common driveway shall each bear an equal share of the repair expense If homeowners fail to make timely repairs to driveways, the Board will determine if the repairs are necessary, give the owners notice of the need to make repairs, make such repairs and assess the property owners equally for repair costs

**Section 13. Basketball Hoops, Play and Sport Facilities.**

Basketball hoops and other facilities such as sport courts, volleyball courts, big toys, swings, slides, play houses, and other recreational facilities shall not be installed on properties to ensure preservation of the gracious, quiet, residential character of the community



**Section 14. Use of Common Areas.**

No gardening, or planting shall be done by owners in the Common Areas, and no fences, hedges, or walls shall be erected or maintained by homeowners in such areas, except for those improvements and landscaping placed in such areas by the Declarant or the Board of Directors. It is expressly acknowledged and agreed by all parties that this Section is for the mutual benefit of all Owners and is necessary for the protection of all Owners.

**Section 15. No Partition of Common Areas.**

Except as permitted in this Declaration, there shall be no physical partition of the Common Areas or any part thereof, nor shall any person acquiring any interest in the properties or any part thereof seek any such judicial partition unless such properties have been removed from the control of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring or disposing of tangible personal property which may or may not be subject to this Declaration.

**Section 16. Utilities and Satellite Dishes.**

In compliance with 47 C.F.R. Section 1.4000, and any amendments or revisions thereto, "video antennas" as defined and specifically permitted in 47 C.F.R. Section 1.4000 (relating to allowing certain qualifying satellite dish antennas) are permitted except that no such device shall be located on any Lot in a location that is visible from the adjoining streets, and roadways, and shall not be located at the front elevation of the home. In the event that a Lot Owner cannot locate a video antenna in a location that is not visible from the adjoining streets and roadways and it will unreasonably interfere with the reception or will impose unreasonable costs on the Lot Owner, the Lot Owner may locate the video antenna in an alternate location that allows for adequate reception and signal strength and while still minimizing the impact of the installation of the video antenna. All such antennas shall be properly screened. It is the Lot Owner's responsibility to ensure that the video antenna is installed in the least obtrusive location on their Lot. Lot Owners are encouraged, but not required, to submit a notice to the Architectural Control Committee ("Committee") identifying the type of video antenna to be installed and the location of the installation at least seven (7) days prior to the installation to allow the Committee time to review the location and determine whether an alternative, less obtrusive location can be used. In any event, a Lot Owner shall notify the Committee after the installation of the video antenna to allow the Committee to review the placement of the video antenna. The Committee may (i) require additional screening and/or the painting of the video antenna to match the color of the home so long as such action does not unreasonably interfere with the signal strength or (ii) require the movement of the antenna if the Committee is able to determine that an alternative location may be used that is less visible or obtrusive, but still does not unreasonably interfere with the signal reception.

**ARTICLE XII  
HOMEOWNERS' ASSOCIATION**

**Section 1. Non-Profit Corporation.**

The Association shall be a non-profit corporation under the laws of the State of Washington

**Section 2. Membership.**

Every person or entity which is an Owner of any Lot shall become a member of the Association. Membership shall be appurtenant to the Lot and may not be separated from ownership of any Lot and shall not be assigned or conveyed in any way except upon the transfer of title to said Lot and then only to the transferee of title to the Lot. All Owners shall have the rights and duties specified in this Declaration, the Articles and the Bylaws of the Association.

**Section 3. Voting Rights**

Owners, including the Declarant, shall be entitled to one vote for each Lot owned. When more than one person or entity owns an interest in any Lot, the vote for that Lot shall be exercised as the Owners decide to exercise that vote but, in no event, shall more than one vote be cast with respect to any Lot nor shall any vote be divided. The voting rights of any Owner may be suspended as provided for in this Declaration, the Articles and the Bylaws of the Association.

**Section 4 Meetings.**

Meetings after the termination of the Development Period, shall be conducted in accord with the specifications set forth in the Bylaws of Waterton at Harbour Pointe Homeowners' Association and the restrictions specified in Chapter 64 38 RCW. Bylaws are available to members of the Association upon request.

**ARTICLE XIII  
GENERAL PROVISIONS**

**Section 1. Covenants Running With the Land**

These covenants are to run with the land and be binding on all parties and persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time the covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by seventy five percent of the individuals then owning Lots has been recorded which reflects their intent to amend the covenants in whole or in part.

**Section 2. Amendment.**

The covenants and restrictions articulated in this Declaration shall run with the land and bind the land and bind the land for a term of 30 years from the date that this Declaration is recorded. After 30 years have expired, the covenants shall be automatically extended in accordance with the provisions set forth in Section 1 of this Article. This Declaration and the Bylaws may be amended during the initial 30 year period if 25 percent of the members vote to amend particular provisions of either instrument. This Declaration may be amended during the Development Period by any instrument signed by both the Declarant and the Owners of at least 25 percent of the Lots, including those owned by the Declarant. The provisions expressly referring to the Declarant may not be amended without the Declarant's approval. All amendments must be filed with the office of the Snohomish County Auditor.

**Section 3. Enforcement**

The Association, the Board, or any Owner shall have the right to enforce, by any legal proceeding, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.

**Section 4. Attorneys' Fees,**

In the event that it is necessary to seek the services of an attorney in order to enforce any (1) provision of this Declaration or (2) lien created pursuant to the authority of this Declaration, the individual against whom enforcement is sought shall be obliged to pay any attorneys' fees and any expert witness fees incurred. If the Owner fails to pay such fees within 60 days, such fees shall become a lien against the Owner's Lot.

**Section 5. Compensation for Witnesses.**

In any action to enforce the terms of this Declaration, or any action in which the Association is a party, members of the Board, the Board or the Declarant who testify in behalf of the Association, shall be compensated for time spent at depositions and at trial at the rate of \$25.00 per hour by the Association.

**Section 6. Responsibility of Association for Attorney Fees of Board Members.**

If a member of the Board is named personally in a legal action involving the Association business, the Association shall pay attorney fees incurred by that Board member if the Board member has not engaged in intentional misconduct. The Board member shall ask the Board to assume responsibility for attorneys fees and the Board shall be allowed to select the attorney and control litigation.

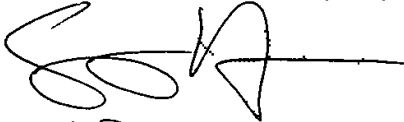
**Section 7. Successor and Assigns.**

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

**Section 8. Severability.**

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

IN WITNESS WHEREOF the undersigned, being the Declarant herein, have hereunto set their hand and seal this 11<sup>th</sup> Day of AUGUST, 2004


  
V.P.

STATE OF WASHINGTON )  
                                  ) ss  
COUNTY OF King )

On this 11 day of August, 2004, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Scott Hall, to me known to be the Vice President of Burnstead Const. Co., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation

WITNESS my hand and official seal hereto affixed the day and year first above written



  
NOTARY PUBLIC in and for the  
State of Washington, residing at Leota  
My commission expires 8-25-07