

After Recording Mail To:

Deer Park Homeowners Association  
P.O. Box 2614  
Redmond, WA 98073-2614

This Declaration of Covenants, Conditions, Restrictions, and Easements of Deer Park Divisions Number 1 & 2 replaces all other Covenants, Conditions, Restrictions, and Easement records previously filed.

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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
EASEMENTS OF DEER PARK DIVISIONS NUMBER 1 & 2

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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
EASEMENTS OF DEER PARK DIVISIONS NUMBER 1 & 2

Deer Park Homeowners Association, a Washington non-profit corporation consists of owners certain real property in King County, Washington, commonly known as Deer Park Division Number 1 consisting of 56 residential lots, and legally described as

Lots 1 through 56 and Tracts A, B, C, and D, Suffield Division Number 1, according to the Plat recorded in Volume 132 of Plats, pages 40-42 in King County, Washington

and certain real property in King County, Washington, commonly known as Deer Park Division Number 2 consisting of residential lots, and legally described as

Lots 1 through 84 and Tracts A, B, C and Suffield Division Number 2, according to the Plat recorded in Volume 136 of Plats, pages 11-15 in King County, Washington

Said real property is hereafter referred to as the "Property" or "Properties".

Deer Park Homeowners Association, as Declarant, and in furtherance of protecting the economic value, desirability of ownership, and architectural uniformity of the Properties, hereby declares that the above-described Properties are hereinafter subject to the terms, conditions and provisions of this Declaration of Covenants, Conditions, Restrictions and Easements.

1. EFFECT OF DECLARATIONS, TERMINATION, AMENDMENT

The Properties shall be held, sold and conveyed subject to the provisions, covenants, restrictions and easements contained in this Declaration The provisions of this Declaration shall run with the land and be binding upon all parties having any right, title or interest in the Properties or any part thereof and shall benefit all persons who are or become Owners of Lots.

The provisions of this Declaration are valid and binding for a period of thirty (30) years from the date of recording this Declaration in the office of the King County Recorder, at which time said provisions shall be automatically extended for successive periods of ten (10) years each unless seventy percent (70%) or more of the Owners, by an instrument or instruments in writing, duly signed and acknowledged by them, terminates said provisions insofar as they pertain to residential Lots or Building Sites, and termination shall become effective upon the filing of such instrument of record in the office of the King County Recorder. This Declaration may not be amended without the approval of the Declarant and then only by an instrument properly executed and acknowledged by seventy percent (70%) or more of the Owners, which amendment shall be recorded. in the office of the King County recorder. For purposes of voting under this provision, Owners of lots will be entitled to one vote for each vote they are entitled to cast in the Association for a Lot which is subject to this Declaration.

## 2. DEFINITIONS

The following words, when used in this Declaration or any supplemental declaration (unless the context indicates otherwise) shall have the following meanings:

- A. "ACC" shall mean the Architectural Control Committee as provided for and established in this Declaration
- B. "Association" shall mean the Deer Park Homeowners' Association, a Washington non-profit corporation
- C. "Board" shall mean the Board of Directors of the Association.
- D. "Building Site" shall mean a legal site for the construction of a single family residence and shall consist of at least (1) one or more residential lots as legally established by the plat of the Property, or (2) a parcel composed of only a portion of such residential Lots, the area of which parcel shall not be less than that required for the established use in the district in which it is located.
- E. "Common Areas and Improvements" shall mean:
  - a) All the real property (including any improvements thereon) owned by the Association for the common use and enjoyment of the Owners, and
  - b) Those landscaped areas or other community related improvements lying within the street right of way, utility tracts, or easements over building lots granted to the Association for such purposes, and which have been landscaped or have had improvements installed by the Declarant or the Association for the common beautification and enjoyment of the Properties (Entry signs, mailbox stand, and landscaped entries, detention ponds, street islands, etc., are the type of areas and improvements included herewith).
- F. "Declarant" and "Incorporator" shall mean Deer Park Homeowners Association, a Partnership, or its successors and assigns. The term "successors and assigns" as used in this definition does not include purchasers from the Declarant (or from its successors and assigns) of Lots, unless specifically assigned by the "Declarant ."
- G. "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements of Deer Park Division Numbers 1 & 2.
- H. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of (1) the Common Areas and Improvements, and (2) tracts dedicated to utility districts and government entities.
- I. "Member" shall mean and refer to every person or entity that holds a membership in the Association. There shall be one membership per Lot which shall be inseparably appurtenant to each Lot.

- J. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot and shall include any persons or entities purchasing a Lot pursuant to the terms of a recorded real estate contract, but said term shall exclude those having an interest in any Lot merely as security for the performance of an obligation.
- K. "Property" or "Properties" shall mean the real property described herein, which is subject to this Declaration.
- L. "Significant Tree" shall mean a new or existing tree which, when measured four feet above grade, has a maximum diameter of:
  - (1) Eight inches for evergreen trees, or
  - (2) Twelve inches for deciduous trees.

3. EASEMENTS, RIGHTS IN COMMON AREAS AND IMPROVEMENTS

A. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, or as recorded elsewhere, and easements for the same purposes are reserved:

(1) Over the front five (5) and over the rear two and a half (2.5) feet of each Building Site; and (2) over a five (5) foot strip along each side of interior Building Site lines. Within these easements, no structure, including such items as patios, barbecues, etc. shall be placed or permitted to remain, nor shall any activity be permitted within said easements which may damage or interfere with the installation and maintenance of existing and future utilities, or which may change the direction of flow of drainage in the easement areas. A utility or drainage facility in the easement area of each Lot or Building Site shall be maintained continuously by the Property Owners who require the utility or drainage facility except for those improvements for which a public authority or utility company is responsible. In the case where a utility or drainage facility has to be installed on an Owner's property in the easement areas herein defined, the cost to install the facility and to restore the Building Site to its original state prior to installation must be borne by the Property Owners who require the utility or drainage facility. Any and all drainage collected or sufficiently concentrated to create erosion problems in the opinion of the ACC shall be piped to the nearest underground public storm sewer line or street gutter at the expense of the Property Owner(s) who requires the drainage facility. If such an installation is required to serve more than one Lot, then the Owners of each of said Lots served shall pay for such installation and maintenance thereof in proportional amounts as established by the ACC.

B. Lot Owners Rights in Common Areas and Improvements. Every Owner shall have a nonexclusive right to an easement of enjoyment in and to the Common Areas and Improvements owned by the Association and such easement shall be appurtenant to and shall be conveyed with the title to, or contract purchaser's interest in, every Lot, even though such easement is not expressly mentioned or described in the conveyance or other instrument, subject to the following restrictions:

(1) The rights of the Association to limit the number of guests of members, and to adopt rules and regulations;

(2) The right of the Association to exclusive use and management of said Common Areas and Improvements for utilities, such as pumps, pipes, wire, conduits, and other utility equipment supplies and materials;

(3) The rights reserved to the Declarant in the Declaration;

(4) The right of the Association to charge a reasonable admission and other fees for the use of any recreational facilities situated upon the Common Areas and Improvements;

(5) The right of the Association to suspend the voting rights and right to use of the Common Areas and Improvements by any Owner for any period during which any assessment against the Owner's Lot remains unpaid; and for a period not to exceed one hundred eighty (180) days for any infraction of the published rules and regulations;

(6) The right of the Association to dedicate or transfer all or any part of the Common Areas and Improvements to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. Except as dedicated or transferred by the Declarant during the Development Period, no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer, signed by seventy-five percent (75%) of all members has been recorded in the office of the King County recorder.

Any owner may delegate his right of enjoyment of the Common areas and Improvements and facilities to the members of his family, his tenants and friends, subject to rules and regulations adopted by the Association.

Title to the Common Areas and Improvements shall be held by the Association as trustee for the Lot Owners.

### C. Declarant's Rights in Common Areas and Improvements

(1) Reservation of Control. The Declarant shall have and hereby reserves for itself, its successors and assigns, the right to utilize the Common Areas and improvements for its business use and purposes, including but not limited to, uses and purposes related to the construction, promotion and development of the Property. Such right shall include the right to dedicate, transfer or grant easements to any part of the Common Areas and Improvements to any public agency, authority or utility for purposes not inconsistent with the intended purposes of such Common Areas and Improvements.

(2) Costs. The Association shall thereafter pay all costs of maintaining and operating the Common Areas and Improvements.

(3) Additional Common Areas and Improvements. If additional adjacent lot owners shall become members of the Association and additional Common Areas and Improvements are dedicated to the Association in connection therewith, then all rights and obligations with respect to said additional Common Areas and Improvements shall inure to the Owners of Properties herein as members of the Association. The Association shall be responsible for the management, maintenance and administration of all Common Areas and Improvements conveyed to the Association. Costs of maintaining and operating Common Areas and Improvements located in additional adjacent properties shall be covered as provided in paragraph 3.C.2 above.

## 4. ARCHITECTURAL AND USE CONTROL

### A. Architectural Control Committee; Approval of Plans

(1) Architectural Control Committee. There shall be an architectural control committee (ACC), with the responsibility and authority to approve or disapprove modifications to the Property, to approve the construction of improvements on the Property, and to enforce the terms and conditions of this Declaration as they relate to architectural and use control.

The ACC shall consist of three (3) members. A simple majority of the ACC members is necessary to take actions on behalf of the ACC.

The members of the ACC will be appointed by the Board at the first Board Meeting after the Annual Meeting. Each ACC member shall serve for three years with one new member appointed to the ACC each year.

In the case of the death, disability, resignation or termination of any member or members of the ACC, the surviving or remaining member or members shall have full authority to designate a successor or successors.

The ACC shall have the authority in any individual case to make such exceptions to the building restrictions and requirements set forth herein as said committee shall, in its discretion deem necessary or advisable.

If additional Properties are made subject to this Declaration, pursuant to the terms hereof, a separate ACC may be appointed for each annexed phase of the overall development.

If additional properties, subject to their own declaration of covenants, conditions and restrictions should become members of the Association as set forth under paragraph 8 herein, the Association may, where practical, combine the Architectural Control Committees created by said separate declarations. The Board of Directors of the Association shall make the decision whether the ACC should be combined with respect to any or all of the additional properties having become subject to the Association. In the event any two or more such ACCs are combined, each property shall continue to be governed with respect to its own declaration of covenants, conditions and restrictions.

If, additional properties, subject to their own declaration of covenants, conditions and restrictions, become members of the Association, then the interpretation and policies adopted with respect to those identical conditions and restrictions contained in the separate declarations of covenants, conditions and restrictions shall be the same; and where any dispute may occur, the Board of Directors of the Association shall decide on the common interpretation or policy to be applied. In the event of either combined and/or individual ACCs, the vote for each ACC shall be restricted to the properties for which said ACC is responsible.

(2) Approval of Plans. All buildings and structures, including concrete or masonry walls, rockeries, fences, swimming pools, or other structures to be constructed or modified within the Property shall be approved by the ACC. Complete plans and specifications of all proposed buildings, structures and exterior alterations, together with detailed plans showing the proposed location and elevation of the same on the particular Building Site, shall be submitted to the ACC before construction or alteration is started, and such construction and alteration shall not be started until written approval thereof is given by the ACC.

The ACC will review submittals as to the quality of workmanship and materials planned and for conformity and harmony of the external design with existing structures on the said Building Sites, and as to location of the building with respect to topography, finished grade elevation and building set back restrictions.

In the event the ACC fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been delivered to it at the ACC address of Deer Park Homeowners Association, P O. Box 2614, Redmond, WA 98073-2614 (which address may change at the direction of the ACC), such approval will not be required.

All plans and specifications for approval by the ACC must be submitted at least ten (10) days prior to the proposed construction starting date. Two complete sets of said plans and specifications shall, in each case, be delivered to the ACC. Said plans and specifications shall be prepared by an architect or a competent house-designer approved by the ACC. All buildings or structures shall be erected or constructed by a contractor or house builder approved in writing by the ACC. Maximum height of any residence may be established by the ACC as part of the plan approval and given in writing together with the approval. One set of approved plans shall be retained by the ACC and the other returned to the party submitting them.

As to all improvements, constructions and alterations within the Property, the ACC shall have the right to refuse to approve any design, plan or color for such improvement, construction or addition which is not suitable or desirable, in the ACC's opinion, for any reason, aesthetic or otherwise, and in so passing upon such design, the ACC shall have the right to take into consideration the suitability of the proposed building or other structure, and the material of which it is to be built, and the exterior color scheme, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect or impairment that said structures will have on the view or outlook of surrounding building sites, and any and all factors, which in the ACC's opinion shall effect the desirability or suitability of such proposed structure, improvements or alterations.

The ACC shall have the right to disapprove the design or installation of a swimming pool or any other recreational structure or equipment which is not suitable or desirable, in the ACC's opinion, for any reason, aesthetic or otherwise, and in so passing upon such design or proposed installation, the ACC shall have the right to take into consideration the visual impact of the structure and the noise impact of the related activities upon all of the Properties located in the close proximity. Any enclosure or cover used in connection with such a recreational structure or equipment, whether temporary, collapsible, seasonal or whatever, shall be treated as a permanent structure for the purposes of these covenants and shall be subject to all the conditions, restrictions and requirements as set forth herein for all buildings and structures.

Any decision of the ACC which shall be adverse to an applicant for approval of plans and specifications may be subject to appeal to the Board within thirty (30) days following the date of such decision. The Board shall issue a decision regarding the appeal within thirty (30) days.

B. Building and Landscaping Requirements and Restrictions. The following building and landscaping restrictions govern the Property and must be adhered to:

(1) Any dwelling or structure erected or placed on any Lot or Building Site shall be completed as to external appearance, including finished painting, within eight (8) months after date of commencement of construction and shall be connected to an acceptable sewage disposal facility. All front yards and landscaping must be completed upon completion of the building or structure constructed thereon. In the event of undue hardship due to weather conditions, an extension of time may be granted upon prior written approval of the ACC.

(2) No building or structure shall be erected, constructed or maintained or permitted upon such residential lots, except upon a Building Site as herein defined.

(3) No building or structure shall be erected, constructed, maintained or permitted upon a Building Site other than one detached single family dwelling for single family occupancy only, not to exceed two (2) stories in height, plus basement and a private garage or carport for not more than three (3) standard sized automobiles.

(4) No dwelling shall be permitted on any Lot or Building Site at a purchaser's cost of no less than the median assessed value of the homes in the development including land value and sales tax, based upon cost levels prevailing at the time of construction, it being the intent and purpose of this covenant to assure that all dwellings shall be of quality workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

(5) All houses to be built are subject to the following square footage minimums:

(a) All ramblers are to have a minimum of 1200 square feet of main floor area, exclusive of basement areas, garage and porches.

(b) All tri-level type homes shall have a minimum of 1400 square feet of total floor area exclusive of garage and porches and not less than 950 square feet exclusive of basement level areas as well.

(c) All two-story type homes shall have a minimum of 1400 square feet of total floor area, exclusive of garage and porches, and not less than 1100 square feet exclusive of basement level areas as well.

(d) All split-entry type homes shall have a minimum of 1500 square feet of total floor area, exclusive of garage and porches, and not less than 1100 square feet exclusive of basement level areas as well.

These square footage minimums are meant to be guidelines to be used in conjunction with the dollar value standards set in paragraph B.4 above. The ACC may make exceptions to these guidelines so long as the effect is not unreasonable or inconsistent with the interest of these covenants.

(6) No dwelling house or garage or any part thereof or any other structure (exclusive of fences and similar structures) shall be placed on any Lot or Building Site nearer than 20 feet to the front Building Site line, nor nearer than 5 feet to any side of Building Site line, nor nearer than 20 feet to any rear Building Site line unless otherwise approved by the ACC. In the case of corner Building Sites, the front yard setback shall be a minimum of 20 feet and the adjoining exterior street Building Site line set back shall be a minimum of 15 feet, unless otherwise approved by the ACC.

(7) Unless otherwise approved by the ACC, all garages and carports must be attached to, or incorporated in, and made a part of the dwelling houses. In granting deviations, the ACC will consider functional necessity and architectural desirability.

(8) No fence, wall, hedge, or mass planting other than foundation planting shall be permitted to extend nearer to any street than the minimum setback line of the residence, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said retaining wall, provided, however, that no fence, wall, hedge or mass planting shall at any time, where permitted, extend higher than six (6) feet above ground. All fences, hedges, or boundary walls situated anywhere upon any residential lot or building site must be approved in writing by the ACC as to its height and design prior to construction. Fences shall be well constructed of suitable fencing materials and shall be artistic in design and shall not detract from the appearance of the dwelling house located upon the lot or building site or be offensive to the owners or occupants thereof or detract from the appearance of the dwelling houses located on the adjacent lots or building sites. The finished side of any fence (as approved by the ACC) that is visible from neighboring property or streets shall face the neighboring property or street. The finished side of any such fence shall be a side wherein its best decorative components, finishes and textures are displayed, and wherein any supporting rails are either not exposed or are evenly divided as to exposure between the two fence sides. Woven cyclone wire fences are strictly prohibited unless individually approved by the ACC for specific purposes.

(9) The removal of any significant tree(s) other than those necessary to clear for the building site on any lot is strictly prohibited unless approved by the ACC. If the Owner wishes to remove any significant tree(s), those tree(s) must be flagged and written permission to remove them must be obtained from the ACC prior to removal. Significant tree(s) that are dead, damaged, diseased or pose a safety hazard will be reviewed by the ACC on a case by case basis and will be excluded from this provision. In the event a significant tree(s) is removed without prior written permission from the ACC, an assessment of \$200.00 per tree will be assessed against the Owner, which assessment if not paid within thirty (30) days after said assessment is levied, the Association shall have all remedies for collection as provided in Section 7 - Paragraphs H - J and Section 8.

(10) No lines or wires for the transmission of current, cable television signals, or for telephone use shall be constructed, placed, or permitted thereon unless the same shall be underground or in conduit attached to a building. No house-top television, radio or other type of antenna shall be erected or placed on any residential site without the written approval of the ACC. Nor shall any rotary antenna tower, beam, satellite dish, or other similar device be constructed on any residential site or building without the written approval of the ACC.

C. Use Restrictions. The following use restrictions govern the property and must be adhered to:

(1) Except as provided in 4.C.1.(a) below, no trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any residential Lot or Building Site, or within any building located on a residential lot or building site, nor shall any goods, equipment, vehicles (including buses, trucks and trailers of any description) or materials or supplies used in connection with any trade, service, business or personal endeavor, wherever the same may be conducted, be kept, parked, stored, dismantled, or repaired outside on any residential lot or building site or on any street within the existing property except that the ACC may, in specific easements, make exceptions to the storage of such items if screened and/or covered in a manner acceptable to the ACC, nor shall anything be done on any residential Lot or Building Site which may be or may become an annoyance or nuisance to the neighborhood. No premises shall be used for any other purpose whatsoever except for the purpose of a private dwelling or residence.

(a) The above restrictions shall not restrict the following:

(i) The use of a private office so long as related activities do not create an annoyance or nuisance to the neighborhood or the adjoining Owners. The ACC shall be the sole judge as to whether the activity creates an annoyance or nuisance.

(2) No trailer, camper, basement, tent, shack, garage, barn, or other outbuilding or temporary structure erected or situated within the property shall at any time be used as a residence, temporarily or permanently, nor shall any permanent building or structure be used as residence until it is completed as to external appearance, including finished painting. The permission hereby granted to erect a permanent garage or other building prior to construction of the main dwelling house shall not be construed to permit the construction, erection, or maintenance of any building of any nature whatsoever any time, without the approval required by the ACC.

(3) The streets in front of the lots shall not be used for the overnight parking of any vehicle other than private family automobiles and shall not be used for the storing of any boats, trailers, camper vehicles, trucks or other vehicles of any nature. No boat, boat trailer, house trailer, camper, recreational vehicle, or other vehicle other than private family automobiles shall be stored or permitted to remain on any residential lot or building site unless the same is stored or placed in a garage or other screened area as approved by the ACC. However, during the months of May through September, storage is allowed on the lot for a period not to exceed three (3) consecutive days and not to exceed one (1) occurrence per month. The ACC may change said policy from time to time as the conditions warrant and may prohibit such storage unless the same is stored or placed in a garage or other screened area as approved by the ACC.

(4) No live poultry or animals shall be permitted on said property other than songbirds, and not more than two (2) dogs and two (2) cats as household pets.

(5) No building or construction materials to be used for future improvements may be stored out of doors where they may be visible from any street or adjacent properties or residences. The builders of new homes may store materials in connection with the construction of new homes at locations approved by the ACC and subject to any reasonable conditions the ACC may establish for the protection, enjoyment and general welfare of the community.

D. Minimum Standards of Maintenance. The following minimum standards govern the property and must be adhered to:

(1) Exterior of the House - Color Scheme. The color scheme of each property shall be consistent with all surrounding properties. Any change in an existing color scheme on any property shall be subject to notice to owners of all properties physically adjoining the property subject to such change in color scheme. Any adjoining property owner who shall object to a proposed change in color scheme must file such objection in writing within the time period provided in the notice of proposed change. The ACC shall have final approval on all changes in exterior paint color schemes.

(2) Exterior of House - General Maintenance. Each property owner shall keep the exterior of the property, including structures and the property, in a clean and sanitary condition, free of rodents and pests, and in good condition and repair and shall do all redecorating, painting and landscaping, and maintenance at all times necessary to maintain the appearance of the structure and the lot in the manner consistent and in general harmony with surrounding properties.

(3) Landscape areas - General Maintenance. All yards landscape areas, including but not limited to lawns, flower beds, shrubbery, significant trees other trees and planters, shall be cut, pruned, watered, fertilized, and weeded as necessary to maintain a healthy growing condition or to prevent primary limb failure.

(4) No trash, garbage, ashes, or other refuse, junk vehicles, underbrush, or other unsightly growths or objects, shall be thrown, dumped or allowed to accumulate on any Lot or Building Site or public street. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment shall be kept in a clean and sanitary condition. All containers must be buried or screened so as not to be visible from any street or adjacent properties or residences.

(5) All mailboxes must be of a standard accepted by the U.S. Postal authorities, and must be located in those areas so designated by the ACC. Structures containing such mailboxes must be approved by the ACC. Individual newspaper holders may not be affixed to mailbox stands unless approved by the ACC.

(6) No sign of any kind shall be displayed unless written approval is received from the ACC, with the exception of temporary real estate "for sale" and "for rent" signs the maximum size of which shall be two feet by three feet.

(7) No exterior clothes lines are allowed that can be seen from any street or adjacent properties or residences.

(8) No wood piles, for fireplace or other use, may be stored out of doors where they create, in the opinion of the ACC, an objectionable view from any street or for adjacent property owners.

(9) No children's play areas, including but not limited to sandboxes, swing sets, jungle gym sets, etc., may be installed or maintained in a manner such that they are an objectionable feature in the neighborhood or to adjoining Owners. The ACC will determine whether or not the facility is objectionable.

(10) Dogs. All property owners shall limit and restrict their dogs from barking, running loose and destroying property. The owner of any dog which shall defecate on any and all private or common areas of the community shall pick up after such dog. The Board may at any time notify the owner of any dog which it shall find is disturbing other owners unreasonably. The Board may file a complaint and request removal of any pet which it finds to be disturbing other owners unreasonably. The Board may exercise this authority for specific pets even though other pets are permitted to remain. Notwithstanding anything set forth herein, all owners shall comply with all applicable governmental laws, codes, ordinances, and regulations pertaining to animals.

(11) If any owner shall fail to maintain their Property (Landscape Areas) and/or the Residential Structure located thereon in the same condition as a reasonably prudent homeowner, the Association shall have the right to notify said Property owner in writing of the maintenance required. If the said Property (Landscape Areas) maintenance shall not be performed within ten (10) days or maintenance of the Residential Structure shall not be performed within thirty (30) days of the date the said notice is delivered to the non-performing Owner, the Association shall have the right to provide such maintenance, and to levy an assessment against the non-performing Owner and their Property for the cost of providing said maintenance. Said assessment shall constitute a lien against the Property owned by the non-performing Owner and may be collected in the same manner as any other monthly or special assessment and, if not paid within thirty (30) days after said assessment is levied, the Association shall have all remedies for collection as provided in Section 7, Paragraphs H - J and Section 8.

## 5. HOMEOWNER'S ASSOCIATION

A. Membership and Voting. Every Lot Owner shall be a Member of the Deer Park Homeowners' Association, a Washington non-profit corporation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which subject to assessment. All Members shall have rights and duties specified in this Declaration, the articles and bylaws of the Association.

At any meeting of the Association, each Lot Owner (including the Declarant if the Declarant shall own any lot), shall be entitled to cast one vote per each lot which is owned. Fractional voting shall not be permitted. If any Lot is owned by more than one person or other entity, then the owners thereof shall appoint one person to cast the vote pertaining to the Lot, and shall file a written statement with the Board signed by all owners of that particular lot stating that such person has been appointed to cast the vote for that Lot. If the Owners cannot agree on the appointment of one person to cast the vote for that Lot, no vote will be allowed for said lot and the Owners will not be included in any quorum. The person appointed to cast such vote need not be a Lot owner.

Any such designation once made shall be voided when the Board shall receive notice of the death or judicially declared incompetency of any Lot Owner, upon the conveyance by any Lot Owner of his interest in his Lot, or upon written notice from all owners of the subject Lot. In any situation where there is more than one Owner of a Lot, the Owners of that Lot attending any meetings of the Association, may, if they act unanimously, cast a vote for that Lot.

If a Lot's boundaries are modified by a Lot Line Adjustment approved by the appropriate government agencies, each new lot thus created shall be entitled to cast only one vote, and the Lot Line Adjustment shall not result in creation of fractional lots or fractional votes.

If a Building Site consists of more than one Lot the Owner shall be entitled to one vote for each whole Lot owned. If the Building Site results in the use of fractional lots, the Owner that owns the largest square footage portion of said lot which has been divided shall cast the vote for said lot unless an Owner of a lesser portion of said Lot was specifically granted the right to vote by deed or other recorded conveyance.

Voting at any meeting of the Association may be in person or by proxy, provided that such proxy is in writing and signed by the Lot owner and filed with the Board in advance of the meeting at which such vote is taken. The voting rights of any member may be suspended as provided in the Declaration, or the Articles or By-Laws of the Association.

B. Articles and By-Laws. The Association shall be governed by its articles and bylaws, which instruments may be amended in accordance with their respective terms and conditions.

C. Board of Directors There shall be a Board of Directors elected by the Association which shall serve as the governing body for the Association with the responsibility and authority as provided by the Articles and By-Laws of the Association.

(1) Organization and Make-up. The Board shall consist of nine (9) members elected from the membership of the Association. Each Board member shall serve a three (3) year term with three (3) Board members to be elected each year. If any unexpired position shall become vacant, such positions shall be filled by election at the same time as other positions which shall regularly be subject to election, however, the member elected to fill such unexpired term shall serve only the unexpired balance of such term. Election of officers need not be by secret ballot, but may be by any reasonable show of votes as may be determined by the Board.

(2) Special Committees may be constituted from time to time and for such duration as may be necessary in the discretion of the Board.

(3) Meetings and Board action shall be as provided in the Association By-Laws. Minutes of all meetings shall be made available to all members upon request.

This Declaration and/or the Articles of Incorporation and/or the By-Laws of the Association shall not be amended, modified or superseded except in accordance with their respective terms and conditions.

6. FINANCIAL ACCOUNTABILITY. The Board shall be responsible for the budget and expenditures for the Association.

A. Fiscal Year. The fiscal year for the Association shall start on October 1st and shall close on September 30th of the year following.

B. Budget. The Board shall submit a proposed budget for the Association prior to the Annual Meeting each year. The budget shall include necessary proposals and estimates for dues and other revenues and projected expenditures for a balanced budget for the upcoming fiscal year. The budget shall be available to all members for their review prior to the Annual Meeting. The Board shall receive comment on the proposed budget and may allow an advisory vote on the proposed budget. Adoption of the final budget shall be the responsibility of the Board.

C. Expenditures.

(1) Capital Improvements. Expenditures for items which according to generally accepted accounting principles are considered capital improvements shall be accounted for accordingly. Any such expenditure which shall constitute in excess of ten percent (10%) of the annual budget and shall be approved at the Annual Meeting shall become a line item expenditure in the budget.

(2) Maintenance. Expenditures for items which according to generally accepted accounting principles are considered maintenance shall be accounted for accordingly. Any such expenditure which shall constitute less than ten percent (10%) of the annual budget.

(3) Limitations. Expenditures by Association check in an amount greater than \$500 shall require two signatures. Expenditures by Association check of \$500 or less shall require one signature.

7. ASSESSMENTS

A. Lien for Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed or real estate contract therefore, whether or not it shall be so expressed in such deed or real estate contract, is deemed to covenant and agree to pay to the Association:

(1) Annual assessments or charges; and

(2) Special assessments for improvements.

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 each assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment became due. The personal obligation for delinquent assessment shall not pass to successors in title unless expressly assumed by such successors.

B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and for the improvement and maintenance of the Common Areas and Improvements.

C. Annual Assessments. The Board may fix an annual assessment for the operation and maintenance of the Association and for the purpose of providing revenues to fulfill the assessment purpose stated herein.

D. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction of a capital improvement upon the Common Areas and Improvements, including fixtures and personal property related thereto, provided that with respect to any new capital improvements such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for the purpose of considering a special assessment. Assessments with respect to the repair or maintenance of existing capital improvements shall be decided by the Board of Directors of the Association and shall not be subject to the two-thirds (2/3) ratification procedure discussed above. A special assessment applicable to one year only may provide for a payment schedule extending beyond that one year to allow the Association to finance any such capital expenditure.

E. Notice and Quorum for Special Assessment Meeting. Written notice of any meeting called for the purpose of making a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast 60% of all the votes of the Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

F. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

G. Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Areas and Improvements to the Association. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified Lot had been paid. A properly executed certificate of the Association as to the status of the assessments on a Lot is binding upon the Association as of the date of its issuance.

H. Effect of nonpayment of Assessments. Remedies. Any assessment not paid within thirty (30) days shall constitute a lien against the Lot(s) and after the due date shall be subject to a onetime late fee of \$25. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots. The corporation shall have the right to record with the County Recorder a notice of lien against the affected property and shall have all procedural and statutory rights available to it for purposes of foreclosing the lien as a real property mortgage under RCW 61.12 as amended. No Owner may waive, or otherwise escape, liability for the assessment provided for herein by nonuse of the Common Areas and Improvements or by abandonment of his or her Lot or Lots.

I. Subordination of Lien to Mortgages. The lien of the assessments provided for herein 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 mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall release such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

J. In the event any Owner shall be in arrears in the payment of the assessments due or shall be in default of the performance of any of the terms of the Articles, Bylaws, and Covenants of the Association, the rules or regulations adopted by the Association for a period of thirty (30) days, said Owner's right to vote shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied. In addition, the Association shall have such other remedies against such delinquent Owners as may be provided in the Articles, Bylaws, or Covenants.

## 8. ENFORCEMENT

Provisions of this Declaration are declared to create mutual, equitable covenants and servitudes for the benefit of the Declarant, each Owner of a Lot or Building Site subject to said covenants, and their successors in-interest. Enforcement of these covenants, conditions and restrictions may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction, and said action may be brought either to restrain violation and/or to recover damages. If any owner shall fail to submit, in a timely manner, proposals to the ACC for household improvements such as exterior painting, decks, fences, and landscape structures, prior to installation or performance / execution of such work, that owner will be subject to a stop work order issued by the ACC. The stop work order will remain in effect until the owner is in compliance with the CCR's. Failure of the Declarant, the ACC, or any Owner, to enforce any covenant, restriction or exercise any rights herein contained shall in no event be deemed a waiver of the right to do so thereafter. All costs incurred in enforcement shall be at the expense of the violator or violators, including a reasonable attorneys' fee.

## 9. ADDITIONAL PROPERTY

The Declarant hereby reserves for itself, its successors or assigns, the right, but not the obligation, to include additional adjacent properties within the auspices of the Association and/or this Declaration, and to grant to the Lot Owners of any such additional adjacent properties all rights and benefits to which Members of the Association are entitled. The Declarant hereby reserves for itself, its successors or assigns, the right to develop said additional adjacent properties without subjecting them to the terms and provisions of this Declaration. The intent of this provision is to allow the Declarant the option to create one Homeowners' Association for all phases of the Deer Park project. Thus, Lot Owners of additional adjacent property may become Members of the Association even though they are subject to a declaration of covenants, conditions, restrictions and easements which differs from this Declaration.

Each Lot Owner hereby consents to the inclusion of additional property entitled to membership in the Association at any time from the date on which this Declaration is recorded with the King County Recorder. Each Lot Owner hereby appoints and constitutes the Declarant as his attorney-in-fact to accomplish the amendment of the Association's Articles and Bylaws to add such additional properties. Each Lot Owner further agrees that the Declarant, as attorney-in-fact for each Lot Owner, shall have the authority to file such amendments to this Declaration and/or record additional Declarations as the Declarant may reasonably deem appropriate to include such additional properties within the auspices of the Association.

If the Declarant adds additional properties to the Association, at the time at which any additional properties are added to the Association, the Common Areas and Improvements included in such property shall be combined with the Common Areas and Improvements existing in the Association prior to such addition or additions. The Common Areas and Improvements shall then be burdened by easements in favor of the Lot Owners of the originally described Property and the Lot Owners of any additional properties to pay a portion of the cost of maintenance of the Common Areas and Improvements. Until such additional adjacent properties shall be subjected to the Association, the property shall not be governed by the Association. This Declaration shall not give the Association or any Lot Owners any right in said adjacent properties until said adjacent properties are subjected to the Association.

Nothing contained in this Declaration shall be construed to require the Declarant to include any additional properties.

10. SEVERABILITY

The invalidation of any one of the covenants contained in this Declaration by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

11. PLAT DEDICATION

The recorded plat contains the following provision:

The undersigned owners of the land hereby subdivided waive for themselves, their heirs and assigns and any person or entity deriving title from the undersigned, any and all claims for damages against King County, its successors and assigns which may be occasioned by the establishment, construction, or maintenance of roads and/or drainage systems within this subdivision other than claims resulting from inadequate maintenance by King County.

Further, the undersigned owners of the land hereby subdivided agree for themselves, their heirs and assigns to indemnify and hold King County its successors and assigns, harmless from any damage, including any costs of defense, claimed by persons within or without this subdivision to have been caused by alterations of the ground surface, vegetation, drainage, or surface or subsurface water flows within this subdivision or by establishment, construction or maintenance of the roads within this subdivision. Provided, this waiver and indemnification shall not be construed as releasing King County, its successors and assigns, from liability for damages, including the cost of defense, resulting in whole or in part from the negligence of King County, its successors or assigns.

DATE this 1<sup>st</sup> day of March 1994.

Declarant:

Deer Park Homeowners Association

By \_\_\_\_\_

Jeff Bostwick, President

State of Washington,     )  
  ) ss.

County of King                 )

On this 1st day of March, 1994, before me, personally appeared Jeff Bostwick to me known to be the President of Deer Park Homeowners Association, 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 was authorized to execute the said instrument.

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

\_\_\_\_\_

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

Deer Park Homeowner's Association  
704-228th Ave NE, PMB #225  
Sammamish, WA 98074  
Record # 9403101345

These are 2 single declaration addendums to Provision 4.B (pg 10)

Section 4.B.11 (pg 10) Replacement roofing materials should consist of cedar shakes or architectural grade composition or tile only. Metal roofs are strictly prohibited. Replacement roofing material other than cedar shake should mimic cedar shake in its natural or weathered state. Colors outside this spectrum, such as blue or green tones, are prohibited. Composite roofing material must meet a minimum 25 year warranty, and meet ASTM D 3462 standard for wind resistance. Full sheet samples must be submitted to the ACC for approval at least two weeks before scheduled roof replacement. The ACC will approve only those replacement roofing materials that maintain the architectural integrity of the neighborhood.

Section 4.B.12 (pg 10) Sheds are specifically allowed provided they meet the following criteria. Maximum shed dimensions are as follows: 8 feet x 10 feet base, with a 10 foot, at tallest point, ceiling height. The shed roof pitch must be 45° or match the house roof pitch (typically 30°). Cedar shake or composition roofing material, is allowed, pursuant to Provision 4(B)11 of these Declarations. Shed roofing material must match roofing material of house. Shed must have cedar siding, painted to match the house color. The shed must have an exterior grade door with a lock or safety latch. The shed must be built on either concrete blocks or a cement pad foundation.