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DECLARATION  
Of  
COVENANTS, CONDITIONS, RESTRICTIONS,  
EASEMENTS AND RESERVATIONS  
For  
CRYSTAL FIRS

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**DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS,  
EASEMENTS AND RESERVATIONS  
FOR  
CRYSTAL FIRS**

**THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS** (this "Declaration") is made this 21st day March by Sherman Development, LLC (herein after called the "Declarant").

**RECITALS:**

A. This Declaration governs that certain real property located in the City of Maple Valley, County of King, State of Washington, described in Exhibit A annexed hereto ("Crystal Firs" or "Property").

B. Declarant plans to develop Crystal Firs pursuant to a general plan for all of Crystal Firs and desires to provide for the preservation of the values and amenities of said community and for the maintenance of common areas and other common facilities and, to this end, desires to subject Crystal Firs to this Declaration for the benefit of Crystal Firs and each Owner thereof.

C. Declarant has or will incorporate under the laws of the State of Washington, as a nonprofit corporation, Crystal Firs Homeowner's Association for the purpose of exercising the functions aforesaid.

**NOW, THEREFORE**, Declarant hereby covenants, agrees and declares that all of Crystal Firs shall be held, leased, occupied, sold and conveyed subject to the following covenants, conditions and restrictions, all and each of which are for the purpose of enhancing and perfecting the value, desirability and attractiveness of Crystal Firs in furtherance of a general plan for the protection of Crystal Firs, or any portion thereof. All, and each of these covenants, conditions and restrictions are hereby imposed as equitable servitudes upon Crystal Firs. The covenants, conditions and restrictions and equitable servitudes set forth herein shall run with Crystal Firs, and every portion thereof, shall be binding on all parties having or acquiring any right, title or interest in Crystal Firs or in any part thereof, and their successors and assigns, shall inure to the benefit of every portion of Crystal Firs and any interest therein, shall inure to the benefit of each Owner, and his or her successors and assigns, and may be enforced by any Owner or the Association; provided, however, that prior the expiration of the Declarant Control Period, Declarant shall have the powers, responsibilities and duties of the Association and the Board of the Association hereunder, including, but not limited to, maintaining and administering the Common Areas and Common Area Improvements, enforcing the covenants, conditions and restrictions herein contained, and collecting and disbursing the assessments and charges hereinafter created.

**ARTICLE I  
DEFINITIONS**

**Section 1.1. Words Defined.** For the purposes of this Declaration and any amendments hereto, the following terms shall have the following meanings:

"**Articles**" shall mean the Articles of Incorporation of the Association which have been filed in the office of the Secretary of State of the State of Washington, as such Articles may be amended from time to time.

"**Association**" shall mean Crystal Firs Homeowner's Association, a Washington nonprofit corporation, its successors and assigns.

**"Board of Directors" or "Board"** shall mean the Board of Directors of the Association.

**"Bylaws"** shall mean the Bylaws of the Association, as such Bylaws may be amended from time to time.

**"Committee" or "Architectural Control Committee"** shall mean the Architectural Control Committee formed pursuant to Article VIII of this Declaration.

**"Common Areas"** shall mean: (a) any and all areas reserved for easements, as set forth, described or depicted in the Plat or otherwise reserved by Declarant, including without limitation, access easements, utility easements, wetlands areas, and Native Growth Protection Easements and (b) any portion of Crystal Firs which is restricted to a use or uses beneficial to the Owners in common.

**"Common Area Improvements"** shall mean and include all improvements and facilities installed within or upon any of the Common Areas, including without limitation, roads, streets, utility installations, bridges, perimeter fences, security systems, entrance facilities, signs, landscaping, and other amenities.

**"Common Expense Percentage"** means the percentage of general and special assessments payable by each Owner of a Lot, computed as the quotient of one (1) divided by the total number of Lots.

**"Common Assessments"** shall mean the annual charge against each Owner and his Lot, representing a portion of the total ordinary costs of operating the Association and maintaining, operating, improving, repairing, replacing and managing the Common Areas and Common Area Improvements, which charge shall be paid by each Owner to the Association to satisfy Common Expenses as further provided herein.

**"Common Expenses"** shall mean the actual and estimated costs of maintenance, management, operation, repair and replacement of the Common Areas and Common Area Improvements (including unpaid Particularized Assessments and those costs not paid by the Owner responsible for payment); the costs of all commonly metered utilities and other commonly metered charges for Crystal Firs; costs of management and administration of the Association, including, but not limited to, reasonable compensation paid by the Association to managers, accountants, attorneys and other employees; the costs of all services benefiting the Common Areas; insurance, bonding, if any, of the members of the management body, real and personal property and leasehold excise taxes and assessments paid by the Association and amounts paid by the Association for discharge of any lien or encumbrance levied against the Common Areas; and the costs of any other item or items designated by the Association for any reason in connection with Crystal Firs to be for the benefit of all of the Owners.

**"Declarant"** shall mean Sherman Development, LLC, its successors and assigns.

**"Declarant Control Period"** shall mean the period commencing with the recordation of this Declaration and expiring on the first to occur of (i) the ten (10) year anniversary of such date of recordation, (ii) the date Declarant has conveyed the last of the Forty Eight (48) Lots comprising Crystal Firs, or (iii) the date Declarant records an instrument voluntarily terminating the right to act on behalf of the Association.

**"Declaration"** shall mean this Declaration of Covenants, Conditions, Restrictions, Easements and Reservations for Crystal Firs, as it may be amended from time to time as provided herein.

**"First Mortgage"** means a recorded Mortgage encumbering a Lot which has legal priority over all other Mortgages on such Lot.

**"Improvement"** shall mean all structures and appurtenances thereto of every kind, whether above or below the land surface, including, but not limited to, buildings, utility systems, walkways, driveways, parking areas, landscaping items, fences, walls, decks, stairs, swimming pools, patios, poles, landscaping vegetation, irrigation systems, signs, exterior fixtures and any other structure of any kind.

**"Lot"** shall mean any one or more of the Forty Eight (48) lots numbered 1 through 48 on the Plat.

**"Crystal Firs"** shall mean all of the real property described in Exhibit A annexed hereto. The term "Crystal Firs" is synonymous with the term "Property".

**"Member"** shall mean every person or entity who or which holds a membership in the Association, as provided in Section 2.4 hereof.

**"Mortgage"** shall mean a recorded mortgage or deed of trust that creates a lien against a Lot and shall also mean a real estate contract for the sale of a Lot. **"Mortgagee"** shall mean the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Lot created by a mortgage or a deed of trust and shall also mean the vendor, or the assignee of a vendor, of a real estate contract for the sale of a Lot.

**"Mortgagor"** shall mean the mortgagor of a mortgage, trustor or grantor of a deed of trust, and shall also mean the vendee, or the assignee of a vendee, of a real estate contract for the sale of a Lot.

**"Native Growth Protection Easement"** shall mean that area as described to remaining an undisturbed state as determined by the City of Maple Valley.

**"Occupant."** The term "Occupant" shall mean a lessee of an Owner, or any other person or entity other than an Owner in lawful possession of a Lot, or a portion of a Lot, with the permission of the Owner.

**"Owner"** shall mean the Person holding fee simple title of record to any Lot, including purchasers under executory contracts of sale.

**"Owners"** shall mean all of the owners of Lots within Crystal Firs.

**"Ownership"** shall mean the status of being an Owner.

**"Particularized Assessment"** shall mean a charge against a particular Owner and his Lot, directly attributable to, or reimbursable by, said Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, plus interest and other charges thereon, as provided for in Section 4.5 of this Declaration.

**"Person"** shall mean a natural individual, corporation or any other entity with the legal right to hold title to real property.

**"Plat"** shall mean the recorded plat of Crystal Firs, and any amendments, corrections, or addenda thereto subsequently recorded.

**"Property"** shall mean all of the real property described in Exhibit A annexed to this Declaration. The term "Property" is synonymous with the term "Crystal Firs".

"Record" or "File" shall mean, with respect to any document, the recordation thereof, and with respect to any map, the filing thereof, in the Official Records of the of King County, State of Washington.

"Residence" shall mean and refer to Improvements constructed or installed on any Lot intended for residential use.

"Signs" shall mean any structure, device or contrivance, electric or non electric, upon or within which any poster, bill, bulletin, printing, lettering, painting, device or other advertising of any kind whatsoever is used, placed, posted, tacked, nailed, pasted or otherwise fastened or affixed.

"Single Family" shall mean and refer to a single housekeeping unit that includes not more than four (4) adults who are legally unrelated.

"Street" shall mean any street, drive, way, lane, place or other thoroughfare covering a portion of the Common Area.

"Visible from Neighboring Property" shall mean, with respect to any given object on a Lot, that such object is or would be visible to a person six (6) feet tall, standing on any part of any adjacent Lot or other portions of Crystal Firs at an elevation no greater than the elevation of the base of the object being viewed.

**Section 1.2. Form of Words.** The singular forms of words shall include the plural and the plural shall include the singular. Masculine, feminine and neuter pronouns shall be used interchangeably.

**Section 1.3. Construction.** In construing words herein, words shall have their usual and ordinary meaning, except as specifically defined herein or in any other documents recorded with respect to the Plat; provided that words which are not defined herein or in such other recorded documents, shall, if ambiguous, have the meaning given them (if any) in zoning and building regulations, ordinances and regulations of the governmental entity with jurisdiction in the area in which the Property is located.

## ARTICLE II CRYSTAL FIRS HOMEOWNER'S ASSOCIATION

**Section 2.1. Form of Association.** The Association is a nonprofit association. The rights and duties of the members and of the Association shall be governed by the provisions of this Declaration, the Articles, the Bylaws, and such other rules and regulations as may hereafter be adopted by the Board.

**Section 2.2. Board of Directors.** During the Declarant Control Period, the Declarant shall manage the Association and shall have all the powers of the Board set forth herein. The Declarant may, from time to time, appoint a temporary board of not fewer than three (3) persons who need not be Owners to manage the Association during the Declarant Control Period. The temporary board shall have the full authority to manage the Association pursuant to and in accordance with the Articles and Bylaws; provided that, after appointing a temporary board, Declarant may at any time terminate the temporary board and reassume its management authority under this Section 2.2 or elect a new temporary board. Upon termination of the Declarant Control Period, the terms of the temporary Board selected by the Declarant, if any, shall terminate and the Board shall manage the Association as provided herein. The Board shall be elected from among the Owners, as provided in the Bylaws of the Association. The Board shall elect officers of the Association from among the Board members, which shall include a president who shall preside over meetings of the Board and meetings of the Association.

**Section 2.2.1 Board of Directors.** The board of directors shall consist of the following three members: William A. Sherman Jr., Ben Giddings, and Kurt Preugschat.

**Section 2.3 Bylaws, Rules and Regulations.** The Board on behalf of the Association shall have the power to adopt, modify, and amend rules and regulations governing the use of Crystal Firs, provided that such rules and regulations shall not be inconsistent with this Declaration. The rules and regulations shall apply uniformly to all Owners, except as specifically provided herein. The Board shall have the power to enforce the rules and regulations on behalf of the Association and may prescribe penalties for the violation of such rules and regulations, including but not limited to suspension of the right to use the Common Areas or portions thereof. Any such rules and regulations shall become effective thirty (30) days after promulgation and shall be mailed to all Owners prior to their effective date. A copy of the rules and regulations then in force shall be retained by the secretary of the Association. The Declarant on behalf of the Board may adopt the initial Bylaws and rules and regulations.

**Section 2.4. Membership.** Every Owner shall automatically upon becoming the Owner of a Lot be a Member of the Association, and shall remain a Member thereof until such time as his Ownership ceases for any reason, at which time his Membership in the Association shall automatically cease. Ownership of a Lot shall be the sole qualification for Membership in the Association. All memberships shall be appurtenant to a Lot. Except as may otherwise be provided herein, the rights, duties, privileges and obligations of all Members of the Association shall be as set forth in this Declaration, the Articles of Incorporation and Bylaws of the Association, and the rules and regulations of the Association adopted in accordance with the Bylaws of the Association.

**Section 2.5. Transfer.** The Membership held by any Owner shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such Owner's Lot and then only to the purchaser or Mortgagee of such interest in such Lot. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association.

**Section 2.6. Voting Rights.** Owners 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 2.7. Meetings of Members.** There shall be a meeting of the Members of the Association within sixty (60) days of the expiration of the Declarant Control Period. Declarant shall cause notice of said meeting to be given, but shall not be required to perform any other duty with respect to such meeting. Thereafter there shall be an annual meeting of the members of the Association in accordance with the Bylaws. At the first such meeting, and at each annual meeting thereafter, the Owners shall elect Board members to serve for the terms specified in the Bylaws of the Association. Special meetings of the members of the Association may be called in accordance with the Bylaws of the Association.

**Section 2.8. Books and Records.** The Board shall cause to be kept complete, detailed, and accurate books and records of the receipts and expenditures (if any) of the Association, in a form that complies with generally accepted accounting principles. The books and records, authorizations for payment of expenditures, and all contracts, documents, papers and other records of the Association shall be available for examination by Owners, Mortgagees, and the agents or attorneys of either of them, during normal business hours and at any other reasonable time or times.

**Section 2.9. Priorities and Inconsistencies.** If there are conflicts or inconsistencies between this Declaration and either the Articles of Incorporation or the Bylaws of the Association, the terms and provisions of this Declaration shall prevail.

**ARTICLE III  
AUTHORITY OF THE BOARD**

**Section 3.1 Adoption of Rules and Regulations.** The Board is empowered to adopt, amend and revoke on behalf of the Association detailed administrative rules and regulations necessary or convenient from time to time to insure compliance with the general guidelines of this Declaration to promote the comfortable use and enjoyment of the Property and to govern the operation and procedures of the Association. The rules and regulations shall be binding upon all Owners, Occupants and all other Persons claiming any interest in the Property or any Lot.

**Section 3.2 Enforcement of Declaration, Etc.** The Board shall have the power to enforce the provisions of this Declaration, and the rules and regulations of the Association for the benefit of the Association. The failure of any Owner to comply with the provisions of this Declaration, or the rules and regulations of the Association will give rise to a cause of action in the Association (acting through the Board) and any aggrieved Owner for the recovery of damages, injunctive relief, and/or any other remedy available at law or in equity.

**Section 3.3 Goods and Services.** The Board shall acquire and pay for as Common Expenses of the Association all goods and services reasonably necessary or convenient for the efficient and orderly maintenance of all portions of the Common Areas and Common Area Improvements, including installing, maintenance and payment for power used for streellights. The Board may hire such employees as it considers necessary

**Section 3.4 Protection of Common Area.** The Board may spend such funds and take such action as it may from time to time deem necessary to preserve the Common Areas and Common Area Improvements, settle claims, or otherwise act in what it considers to be the best interests of the Association.

**Section 3.5 Maintenance of Wetlands and Native Areas.** The Board may spend such funds and take such action as it may from time to time deem necessary to preserve the Native Areas, settle claims, or otherwise act in what it considers to be the best interests of the Association.

**ARTICLE IV  
ASSOCIATION BUDGET, ASSESSMENTS AND LIENS**

**Section 4.1 Owner's Covenants to Pay Assessments.** By the acquisition of Ownership of a Lot, the Owner thereof covenants and agrees thereby, on behalf of himself and his heirs, successors, and assigns, to pay the Association, in advance, all general, special and particularized assessments levied as provided herein.

**Section 4.1.1 Reimbursement Assessment.** A reimbursement assessment shall be paid by each Lot Owner at the time of closing of each Lot in the amount of \$200.00, which amount to be paid directly to the Declarant who sells said Lot to the Lot Owner.

**Section 4.1.2 Types of Assessments.** Each Lot shall be subject to annual assessments or charges, and certain special assessments, in an amount of two hundred dollars per year (\$200.00).

**Section 4.2 Association Budget.** The Board shall prepare, or cause the preparation of, an operating budget for the Association at least annually, in accordance with generally accepted accounting principles. The operating budget shall set forth all sums required by the Association, as estimated by the Board, to meet its annual Common Expenses. The funds required to meet the Association's annual Common Expenses shall be raised from a general assessment against each Owner as provided hereafter. The Board may revise the operating budget after its preparation at any time and from time to time, as it

deems necessary or advisable in order to take into account and defray additional costs and expenses of the Association.

**Section 4.3 Levy of General Assessment.** In order to meet the costs and expenses projected in its operating budget, the Board shall determine and levy in advance on every Owner a general assessment. The amount of each Owner's general assessment shall be the amount of the Association's operating budget multiplied by such Owner's Common Expense Percentage. The Association shall make reasonable efforts to determine the amount of the general assessment payable by each Owner for an assessment period at least thirty (30) days in advance of the beginning of such period and shall during that time prepare a roster of the Owners and the general assessment allocated to each which shall be open to inspection by any Owner upon reasonable notice to the Board. Notice of the general assessment shall thereupon be sent to each Owner; provided, however, that notification to an Owner of the amount of an assessment shall not be necessary to the validity thereof. The omission by the Board, before the expiration of any assessment period, to fix the amount of the general assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any Owner from the obligation to pay the general assessment, or any installment thereof, for that or any subsequent assessment period, but the general assessment fixed for the preceding period shall continue until a new assessment is fixed. Upon any revision by the Board of the operating budget during the assessment period for which such budget was prepared, the Board shall, if necessary, revise the general assessment levied against the Owners and give notice thereof to each Owner.

**Section 4.4 Payment of General Assessment.** The Board, at its election, may require the Owners to pay the amount assessed on a monthly, quarterly, semi-annual, or annual basis. Any Owner may prepay one or more installments on any assessment levied by the Association without penalty.

**Section 4.5 Particularized Assessment.** No assessment shall be made at any time which unreasonably discriminates against any particular Owner or group of Owners in favor of other Owners. However, a special assessment ("Particularized Assessment") may be made against a particular Owner by a two-thirds majority vote of the Board if, after notice from the Board of failure to maintain such Lot in a condition comparable to the other Lots has been given, the Association elects to expend funds to bring such Owner's Lot up to such comparable standard.

**Section 4.6 Commencement of Assessments.** The liability of an Owner for assessments shall commence on the first day of the month following the date upon which any instrument of transfer to such Owner becomes operative (such as the date of a deed or the date of a recorded real estate contract for the sale of any Lot or, if earlier, the first day of the calendar month following Owner's occupancy of such Lot). The Declarant, its successors and assigns, shall not be liable for any assessments with respect to any Lot unless such Lot has been improved with a Residence and the Residence is occupied. The due dates of any special assessment or Particularized Assessment payments shall be fixed by the resolution authorizing such assessment(s).

**Section 4.7 Certificates of Assessment Payment.** Upon request, the Board shall furnish written certificates certifying the extent to which assessment payments on a specified Lot are paid and current to the date stated therein. A reasonable charge may be made by the Association for the issuance of such certificate.

**Section 4.8 Special Assessments.** In addition to the general assessments authorized by this Article, the Association may, by majority vote of the Members in attendance at a meeting called for that purpose, levy a special assessment or assessments at any time, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair, or replacement of a capital improvement located upon or forming a part of the Common Areas or Common Area Improvements, including necessary fixtures and personal property related thereto, or for such other purpose as the Association may consider appropriate; provided, however, that any such special assessment

in excess of \$1000.00 per Lot must have the prior favorable vote of two-thirds or more of the Members in attendance at a meeting called for that purpose.

**Section 4.9 Effect of Nonpayment of Assessment.** If any assessment payment is not made in full within thirty (30) days after it was first due and payable, the unpaid amounts shall constitute a lien against the Lot assessed and shall bear interest from such due date at a rate set by the Board in its rules and regulations which shall not exceed the highest rate then permitted by law. By acceptance of a deed to a Lot, recording of a real estate contract therefore, or any other means of acquisition of Ownership of a Lot, and whether or not it shall be so expressed in any such deed or other instrument, each Owner shall be deemed to grant thereby to the Association, its agents and employees, and to Declarant during the Declarant Control Period, the right and power to bring all actions against such Owner personally for the collection of such assessments as a debt, and to enforce the liens created by this Declaration in favor of the Association by foreclosure of the continuing liens in the same form of action as is then provided for the foreclosure of a mortgage on real property under the laws of the State of Washington. The liens provided for in this Declaration shall be for the benefit of the Association, and the Association shall have the power to bid at any lien foreclosure sale and to acquire, hold, lease, mortgage, and convey the Lot foreclosed against.

**Section 4.10 Lien to Secure Payment of Assessments.** Declarant hereby creates in the Association perpetually the power to create a lien in favor of the Association against each Lot, to secure to the Association the payment to it of all assessments, interest, costs, and attorneys' fees; and Declarant hereby subjects all Lots perpetually to such power of the Association. Such lien shall arise in accordance with the terms of this Declaration without the necessity of any further action by the Association, and any such lien when created, shall be a security interest in the nature of a mortgage in favor of the Association. Such lien shall become a continuing lien in the amount stated in the assessment from the time of the assessment, but expiring pro rata as the assessment payments are made, and shall also be the personal obligation of the person or entity who is the Owner of the Lot at the time of the assessment. The personal obligation to pay a prior assessment shall not pass to successors in interest unless expressly assumed by them; provided, however, that in the case of a sale or contract for the sale of any Lot which is charged with the payment of an assessment, the person or entity who is the Owner immediately prior to the date of such sale shall be personally liable for the amounts of the installments due prior to said date, and the new Owner shall be personally liable for monthly installments becoming due on or after such date. The foregoing limitation on the duration of the personal obligation of an Owner to pay assessments shall not, however, affect the validity or duration of the continuing lien for unpaid assessments against the respective Lot.

**Section 4.11 Subordination of Liens.**

**4.11.1 Intent of Provisions.** The provisions of this Section 4.11 apply for the benefit of Mortgagees of Lots.

**4.11.2 Mortgagee's Nonliability.** A Mortgagee shall not, by reason of its security interest only, be liable for the payment of any assessment or charge, nor for the observance or performance of any covenant or restriction, excepting only those enforceable by equitable relief and not requiring the payment of money, and except as hereafter provided.

**4.11.3 Mortgagee's Rights During Foreclosure.** During foreclosure of a Mortgage, including any period of redemption, the Mortgagee may exercise any or all of the rights and privileges of the Owner of the encumbered Lot, including but not limited to the right to vote in the Association to the exclusion of the Owner's exercise of such rights and privileges.

**4.11.4 Mortgagee as Owner.** At such time as a Mortgagee shall become the record owner of the Lot previously encumbered by the Mortgage, the Mortgagee shall be subject to all of the terms and conditions of this Declaration, including the obligation to pay for all assessments and charges in the same manner as any Owner.

**4.11.5 Mortgagee's Title Free and Clear of Liens.** A Mortgagee or other secured party acquiring title to a Lot through foreclosure, deed in lieu of foreclosure, or equivalent method, shall acquire title to the encumbered Lot free and clear of any lien authorized by or arising out of the provisions of this Declaration, insofar as such lien secures the payment of any assessment due but unpaid before the final conclusion of any such proceeding, including the expiration date of any period of redemption. The Board may treat any unpaid assessments against a Lot foreclosed against as a Common Expense of the Association pursuant to Section 4.3.

**4.11.6 Survival of Assessment Obligation.** After the foreclosure of a security interest in a Lot, any unpaid assessments shall continue to exist and remain as a personal obligation of the Owner against whom the same was levied, and the Board shall use reasonable efforts to collect the same from such Owner.

**4.11.7 Subordination of Assessment Liens.** The liens for assessments provided for in this Declaration shall be subordinate to the lien of any First Mortgage, and the Association will, upon demand, execute a written subordination document to confirm such priority. The sale or transfer of any Lot or of any interest therein shall not affect the liens provided for in this Declaration except as otherwise specifically provided for herein, and in the case of a transfer of a Lot for purposes of realizing a security interest, liens shall arise against the Lot for any assessment payments coming due after the date of such transfer.

**Section 4.12 Suspension for Nonpayment of Assessment.** If an Owner shall be in arrears in the payment of any assessment due, or shall otherwise be in default of the performance of any terms of the Declaration or of the Articles, Bylaws or rules and regulations of the Association for a period of thirty (30) days, said Owner's voting rights shall without the necessity of any further action by the Association, be suspended (except as against foreclosing secured parties) and shall remain suspended until all payments, including interest thereon, are brought current and any other default is remedied. No Owner is relieved of liability for assessments by nonuse of the Common Areas or by abandonment of a Lot.

**Section 4.13 Reserves for Replacement.** As a Common Expense, the Board shall establish and maintain a reserve fund for replacement of the Common Areas, Common Area Improvements, and any improvements thereon. Such fund shall be deposited with a banking institution. The reserve fund shall be expended only for the purpose of effecting the replacement of the Common Areas, Common Area Improvements, and any improvements and community facilities thereon, equipment replacement, and for operating contingencies of a nonrecurring nature. The Board may establish such other reserves for such other purposes as it may from time to time consider to be necessary or appropriate. The proportional interest of any Owner in any such reserves shall be considered an appurtenance of his Lot and shall not be separately withdrawn, assigned, or transferred from the Lot to which it appertains.

## ARTICLE V EASEMENTS AND RIGHTS OF ENTRY

### Section 5.1. Easements.

**5.1.1 Board's Right to Grant.** The Board of Directors of the Association shall have the right to grant necessary easements and rights-of-way over the Common Areas to any Person for the reasonably necessary use and enjoyment of a Lot or Crystal Firs by an Owner or Occupant.

**5.1.2 Maintenance and Repair.** Declarant expressly reserves for the benefit of the Association, the Board of Directors and all agents, officers and employees of the Association nonexclusive easements over the Common Areas and the Lots as necessary to maintain and repair the Common Areas

and Common Area Improvements and to perform all other tasks in accordance with the provisions of this Declaration.

**5.1.3 No Obstruction of Walkways and Streets.** There shall be no obstruction of any streets or walkways located within Crystal Firs which would interfere with the free circulation of foot or automobile traffic, except such obstruction as may be reasonably required in connection with repairs of such streets or walkways. Use of all streets and walkways within Crystal Firs shall be subject to the reasonable rules and regulations adopted by the Association. The Board shall promptly take such action as may be necessary to abate or enjoin any interference with or obstruction of the streets and walkways and shall have the right of entry for purposes of removing said interference or obstruction.

**Section 5.2. Rights of Entry.** The Board of Directors, the Architectural Control Committee and Declarant shall have a limited right of entry in and upon the exterior of all Improvements located on any Lot for the purpose of inspecting the same and taking whatever corrective action may be deemed necessary or proper, consistent with the provisions of this Declaration. However, nothing herein shall be construed to impose any obligation upon the Association, the Board, the Architectural Control Committee or Declarant to maintain or repair any portion of any Lot or any Improvement thereon which is to be maintained or repaired by the Owner. Nothing in this Article shall in any manner limit the right of any Owner to the exclusive occupancy and control over the Improvements located upon his Lot. However, each Owner shall permit access to such Owner's Lot or Improvements thereon by any Person authorized by the Board of Directors, the Committee or Declarant as reasonably necessary, such as in case of any emergency originating on or threatening such Lot or Improvements, whether or not such Owner is present.

## ARTICLE VI REPAIR AND MAINTENANCE

**Section 6.1. Repair and Maintenance Duties of the Association.** Following initial installation, the Association shall maintain, repair, replace, resurface and make necessary improvements to the Common Areas, or shall contract for such maintenance, repair and improvements, to assure the maintenance of the Common Areas and Common Area Improvements in a good, sanitary and attractive condition. Such maintenance, repairs and improvements shall include, without limitation, maintenance and replacement of streets, shrubs, trees, vegetation, irrigation systems and other landscaping located on the Common Areas repair and payment for all centrally metered utilities, security systems, entrance gates and related mechanisms, other mechanical and electrical equipment in the Common Areas, and repair and maintenance of all walks and other means of ingress and egress within the Common Areas. All such maintenance, repairs and improvements to the Common Areas shall be paid for as Common Expenses. The Association shall pay all real, personal property and leasehold excise taxes and assessments which are separately assessed against the Common Areas. It shall further be the affirmative duty of the Board to require strict compliance with all provisions of this Declaration and to cause the Lots to be inspected by the Architectural Control Committee for any violations hereof.

**Section 6.2. Special Powers of Association.** Without in any way limiting the generality of the foregoing, if the Architectural Control Committee determines that an Improvement, the maintenance of which is the responsibility of an Owner, is in need of repair, restoration or painting, or if the Board of Directors determines that there is a violation of any provision of this Declaration, then the Board shall give written notice to such Owner of such condition or violation. Unless the Architectural Control Committee has approved in writing corrective plans proposed by the Owner to remedy the condition complained of within such period of time as may be determined reasonable by the Board after the Board has given said written notice, and unless such corrective work so approved is completed thereafter within the time allotted by the Committee, the Board shall undertake to remedy such condition or violation, and the cost thereof shall be charged to the Owner and his Lot. Such cost shall be deemed to be a Particularized Assessment of such

Owner and his Lot, and subject to levy, enforcement and collection by the Board of Directors in accordance with the assessment and lien procedures provided for in this Declaration.

## ARTICLE VII COMMON AREAS

**Section 7.1. Owners' Common Rights.** Owners shall have equal rights to use the Common Areas, except as otherwise specifically set forth in this Declaration. All easements for ingress, egress, utilities, and use of facilities, unless otherwise specifically limited, shall exist in favor of all Owners.

**Section 7.2. No Obstruction by Owner.** The Owners of Lots which are burdened by any Common Areas shall not in any manner interfere with the Association's maintenance, use and operation of the Common Areas, but such Owners may use the Common Areas within their respective Lots in any lawful manner that does not so interfere. Declarant makes no warranty or representation as to what, if any, uses may be made of any Common Areas.

**Section 7.3. Maintenance of Common Areas.** The Association shall maintain, repair, replace, improve, and otherwise manage all of the Common Areas and Common Area Improvements in accordance with Section 6.1 of this Declaration.

**Section 7.4. Native Growth Protection Easements.** The Association shall maintain, repair, replace, improve, and otherwise manage all of the Native Growth Protection Areas in accordance with Section 6.1 of this Declaration.

## ARTICLE VIII ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee ("Committee") consisting of three (3) members is hereby created with the rights and powers set forth in this Declaration. The initial members of the Committee shall be representatives appointed by Declarant. Committee members shall not be entitled to compensation for their services hereunder, except as may be determined by the Board of Directors. Declarant shall have the right and power at all times to appoint or renew the appointment of the members of the Committee or to fill any vacancy until the expiration of the Declarant Control Period. After the expiration of the Declarant Control Period, the Board shall have the power to appoint and remove the members of the Committee.

## ARTICLE IX CONSTRUCTION OF IMPROVEMENTS

**Section 9.1. Approval of Plans Required.** No Improvements shall be erected, placed, altered, maintained or permitted to remain on any Lot by any Owner until final plans and specifications shall have been submitted to and approved in writing by the Committee. Such final plans and specifications shall be submitted over the authorized signature of the Owner of the Lot or his authorized agent. The plans and specifications shall be in such form and shall contain such information as may be required by the Committee, but shall in any event include the following:

**9.1.1** A site development plan of the Lot showing the nature, kind, shape, composition and location of all structures with respect to the particular Lot, including, without limitation, the number and location of all driveways on the Lot;

**9.1.2** Grading and storm drainage plan;

9.1.3 A landscaping plan;

9.1.4 A plan for the location of signs and lighting;

9.1.5 Building elevations and plans showing dimensions, materials and external color scheme in such detail as required by the Committee; and

9.1.6 A design review fee in an amount to be determined by the Board of Directors.

**Section 9.2 Plan Changes and Plans for Changes to Improvements.** Material changes in approved plans must be similarly submitted to and approved by the Committee. In addition to the other requirements of Section 9.1 above:

9.2.1 No exterior surface of any improvement on any Lot shall be repainted, texturized or otherwise changed;

9.2.2 No alterations, additions or changes shall be made to any landscaping placed on any Lot; and

9.2.3 No additions or alterations to any paved area on any Lot shall be made, until plans for such painting, alterations, additions or changes, including samples of colors and materials, landscaping plans, or plans and specifications with regard to paving, as the case may be, together with such other information as shall be required by the Committee, have been submitted to the Committee and the Committee has approved in writing such requested change.

**Section 9.3. Approval Procedures.** The Committee shall not arbitrarily or unreasonably withhold its approval of any plans and specifications. Except as otherwise provided in this Declaration, the Committee shall have the right to disapprove any plans and specifications submitted hereunder on any reasonable grounds including, but not limited to, the following:

9.3.1 failure to comply with any of the restrictions set forth in this Declaration;

9.3.2 failure to include information in such plans and specifications as may have been reasonably requested by the Committee;

9.3.3 objection on the grounds of incompatibility of any proposed structure, use or landscaping with existing structures, uses or landscaping upon other Lots, or other property in the vicinity of the subject Lot;

9.3.4 objection to the grading or landscaping plan for any Lot;

9.3.5 objection to the color scheme, finish, proportions, style or architecture, height, bulk or appropriateness of any structure;

9.3.6 objection to the number or size of parking spaces, or to the design of the parking area;

9.3.7 any other matter which, in the judgment of the Committee, would render the proposed improvements or use inharmonious with the general plan for improvement of Crystal Firs or with Improvements located upon other Lots or other property in the vicinity.

**Section 9.4. Result of Inaction.** If the Committee fails either to approve or disapprove plans and specifications submitted to it within thirty (30) days after the same have been submitted, it shall be

conclusively presumed that the Committee has approved said plans and specifications; provided, however, that if, within the thirty (30) day period, the Committee gives written notice of the fact that more time is required for the review of such plans and specifications, there shall be no presumption that the same are approved until the expiration of such reasonable period of time as is set forth in the notice.

**Section 9.5. Approval.** The Committee may approve plans and specifications as submitted, or as altered or amended, or it may grant its approval to the same subject to specific conditions. Upon approval or conditional approval by the Committee of any plans and specifications submitted, a copy of such plans and specifications, together with any conditions, shall be deposited for permanent record with the Committee, and a copy of such plans and specifications, bearing such approval, together with any conditions, shall be returned to the applicant submitting the same.

**Section 9.6. Variances.** Either the Board or the Committee may grant to any Lot or Owner thereof such variances from the covenants, conditions, restrictions and provisions set forth herein as it, in its sole discretion, determines is in the best interest of Crystal Firs. Any variances granted hereunder shall be effective only if made in accordance with applicable law and in writing.

**Section 9.7. Proceeding with Work.** Upon receipt of approval of the final construction documents from the Committee, the Owner to whom approval is given shall, as soon as practicable, satisfy any and all conditions of such approval and shall diligently proceed with the commencement and completion of all approved excavation, construction, refinishing and alterations. In all cases, work shall commence within twelve (12) months from the date of approval, and if work is not so commenced, approval shall be deemed revoked unless the Committee, pursuant to written request made and received prior to the expiration of said twelve (12) month period, extends the period of time within which work must be commenced.

**Section 9.8. Completion of Work.** Any Improvement commenced pursuant hereto shall be completed within six (6) months from the date of commencement of construction, except for so long as such completion is rendered impossible, or unless work upon the proposed Improvements would impose a great hardship upon the Owner to whom the Committee's approval is given due to strike, fire, national emergency, natural disaster or other supervening force beyond the control of the Owner. The Committee may, upon written request made and received prior to the expiration of the six (6) month period, extend the period of time within which work must be completed. Failure to comply with this Section 9.8 shall constitute a breach of the Declaration and subject the party in breach to the enforcement procedures set forth herein.

**Section 9.9. Construction Deposit.** For purposes of protecting the Common Areas and Common Area Improvements against damage during construction by an Owner, his contractors and agents, the Committee is authorized to require a cash deposit from each Owner to whom approval of plans is given of an amount deemed appropriate by the Committee for such purposes ("Construction Deposit"). The Construction Deposit, however, shall not exceed Two Thousand Dollars (\$2,000.00). In the event an Owner, his contractor, agents or employees causes any damage or destruction to any portion of the Common Areas or Common Area Improvements, the Committee shall notify such Owner and request the replacement or repair of the item or area damaged or destroyed. The Owner shall have a period of 48 hours after the date or receipt of such notice to advise the Committee of its intended course of action and its schedule for correction of the damage, and to commence such correction. The Committee shall in its sole discretion approve or disapprove such course and schedule, and the Owner agrees to make such changes thereto as are necessary to obtain the Committee's approval. If the Owner fails to correct the damage in the manner or within the time approved by the Committee, the Committee may, at its option, perform such work as is necessary to remedy the situation on behalf and at the expense of the Owner and apply the Construction Deposit against the cost thereof. If the cost of such work exceeds the total amount of the Construction Deposit, the Owner shall pay the Association that excess cost within 10 days of demand by the Committee. Upon completion of construction of the Improvements on the Lot, and following a joint inspection of the Improvements and Lot by the Owner and the Committee to verify that no damage to the Common Areas and/or Common Area Improvements has occurred, the Committee shall make a final

determination of compliance and return the remaining balance, if any, of the Construction Deposit to the Owner, without interest within 10 days of such final determination.

**Section 9.10. Committee Not Liable.** The Committee shall not be liable for any damage, loss or prejudice suffered or claimed by any person on account of:

**9.10.1** The approval or disapproval of any plans, drawings and specifications, whether or not in any way defective;

**9.10.2** The construction of any Improvement, or performance of any work, whether or not pursuant to approved plans, drawings and specifications;

**9.10.3** The development of any Lot within Crystal Firs;

**9.10.4** Injury to any person or property due to construction, the performance of any work, location of any physical object, or resulting from the performance of any work within Crystal Firs;

**9.10.5** The failure of the Owner to comply with any applicable ordinances, codes or regulations, including sensitive or critical areas ordinances; and

**9.10.6** Omissions to act done in good faith in the interpretation, administration and enforcement of this Declaration.

**Section 9.11. Construction Without Approval.** If any Improvement shall be erected, placed or maintained upon any Lot, or any new use commenced upon any Lot, other than in accordance with the approval of the Committee pursuant to the provisions of this Declaration, such alteration, erection, placement, maintenance or use shall be deemed to have been undertaken in violation of this Declaration, and upon written notice from the Committee any such Improvement so altered, erected, placed, maintained or used upon any Lot in violation of this Declaration shall be removed or altered so as to conform to this Declaration. Should such removal, or alteration, or cessation or amendment of use not be accomplished within thirty (30) days after receipt of such notice, then the party in breach of this Declaration shall be subject to the enforcement procedures set forth in this Declaration.

## ARTICLE X BUILDING MATERIALS; REQUIRED CONSTRUCTION; LANDSCAPING; OTHER REQUIREMENTS

**Section 10.1. Building Materials.** Each Residence constructed on a Lot shall be built of new materials except, with approval of the Architectural Control Committee, decorative items such as used brick, weathered planking, and similar items. All visible masonry shall be native stone, brick or stucco. Aluminum or "T-111" siding and aluminum window frames are not permitted. Roofing material, types and colors of exterior paint and stain must be submitted to the Committee for approval.

**Section 10.2. Minimum Floor Area.** The floor area of the main house structure, exclusive of open porches and garages, shall be not less than 1200 square feet.

**Section 10.3. [Not Used].**

**Section 10.4. Roof Drains.** Roof drains for Residences installed on Lots 1 through 20 must provide for discharge directly to the storm drainage system.

**Section 10.5. Foundation Drains.** Footing drains for structures installed on Lots 1 through 20 must provide for discharge directly to the storm drainage system

**Section 10.6. [Not Used].**

**Section 10.7. Landscaping.** Yards, excluding Native Growth Protection Easement areas, shall be fully landscaped within twelve (12) months after the date construction of the Residence commences unless extended by the Committee. No trees outside the building footprint shall be cut without the approval of the Committee. No fence shall be erected which shall be over six (6) feet in height. No barbed wire, chain link or corrugated fiberglass fences shall be erected on any Lot. All fences, open and solid, are to meet the standards set by the Committee and must be approved by the Committee prior to construction.

**Section 10.8. Garages and Parking.** Each Residence shall include a garage sufficient to hold at least two (2) automobiles.

**Section 10.9. Driveways.** All driveways and parking areas shall be paved with a masonry type material, such as concrete or brick, unless otherwise approved by the Committee. No asphalt or gravel driveways or parking areas shall be permitted without approval of the Committee.

**Section 10.10. [Not Used].**

**Section 10.11. Contractor.** No home may be constructed on any Lot by other than a contractor licensed as a general contractor under the statutes of the State of Washington without the prior approval of the Architectural Control Committee.

**ARTICLE XI  
REGULATION OF OPERATIONS AND USES**

**Section 11.1. Residential Use.** The Lots are intended for and restricted to use as Single Family Residences only, on an ownership, rental or lease basis, and for social, recreational, or other reasonable activities normally incident to such use; provided, however, Declarant may use Lots and Improvements thereon owned by Declarant as sales offices and models.

**Section 11.2. No Commercial Uses.** No commercial enterprise, including itinerant vendors, shall be permitted on any Lot; provided, however, that the Association may, by adopting rules and regulations, permit specified home occupations to be conducted if allowed by law and if such occupation will not, in the reasonable judgment of the Association, cause traffic congestion or other disruption of the community; and provided further that no signs or advertising devices of any character shall be permitted.

**Section 11.3. Garbage.** No garbage, refuse, or rubbish shall be deposited or left in Crystal Firs, unless placed in a suitable covered container. Trash and garbage containers shall not be permitted to be Visible from Neighboring Property, except on days of trash collections. No incinerator shall be kept or maintained, and no burning of any trash, refuse, or scrap of any kind shall be permitted.

**Section 11.4. Nuisances.** No noxious or offensive activity shall be conducted in any portion of Crystal Firs, nor shall anything be done or maintained therein in derogation or violation of the laws of the State of Washington, King County, or any other applicable governmental entity. Nothing shall be done or maintained on any portion of Crystal Firs which may be or become an annoyance or nuisance to the neighborhood or detract from the value of the Crystal Firs community. The Board shall determine whether any given use of a Residence unreasonably interferes with the rights of the other Owners to the use and enjoyment of their respective Lots and Residences, or of the Common Areas, and such determination shall be final and conclusive.

**Section 11.5. Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept; provided, however, that dogs, cats, or other conventional household pets may be kept if they are not kept,

bred, or maintained for any commercial purposes. No domestic pet may be kept if it is a source of annoyance or a nuisance. The Board shall have the authority to determine whether a particular pet is a nuisance or a source of annoyance, and such determination shall be final and conclusive. Pets shall be registered, licensed, and inoculated from time to time as required by law.

**Section 11.6. Vehicle Storage.** No storage of goods, vehicles, boats, trailers, trucks, campers, recreational vehicles or other equipment or device shall be permitted if Visible from a Neighboring Property, except this shall not exclude temporary (less than 24 hours) parking of vehicles on the driveway areas adjacent to garages on the Lots. Upon 48 hours' notice to the Owner of an improperly parked or stored vehicle, boat, or other equipment, the Board has authority to have removed at the Owner's expense any such items Visible from a Neighboring Property parked on any Lot or within any Common Area for more than 24 hours.

**Section 11.7. Utilities Underground.** Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, telephone, power, or television cable, or similar transmission line shall be installed or maintained above the surface of the ground.

**Section 11.8. Antennae; Aerials.** No external short-wave or citizens' band antennas, freestanding antenna towers, or satellite reception dishes of any kind exceeding eighteen (18) inches in diameter shall be permitted in Crystal Firs. All television, FM radio antennas and satellite reception dishes having a diameter of eighteen (18) inches or less ("Permitted Dishes") must be physically attached to a structure and must comply with applicable governmental standards and guidelines and any Association rules and regulations. The Association shall have the authority to review, approve, modify or deny an Owner's request for an antenna or Permitted Dish installation.

**Section 11.9. Mineral Exploration.** No portion of Crystal Firs shall be used in any manner to explore for or to remove any steam, heat, oil or other hydrocarbons, gravel, earth, or any earth substances or other minerals of any kind; provided, however, that this shall not prevent the excavation of earth in connection with the grading or construction of Improvements within a Lot.

**Section 11.10. Signs.** Except for entrance, street, directional, traffic control, and safety signs, and such promotional signs as may be maintained by Declarant, or agents or contractors of Declarant, or the Association, no signs or advertising devices of any character shall be posted or displayed in Crystal Firs.

**Section 11.11. Temporary Structures.** No Improvement of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be installed, placed or used on any Lot, either temporarily or permanently.

**Section 11.12. No Obstruction of Easements.** No structure, planting, or other material shall be placed or permitted to remain in or upon Crystal Firs which may damage or interfere with any easement or the installation or maintenance of utilities, or which may unreasonably change, obstruct, or retard direction or flow of any drainage channels. No decorative planting, structure or fence may be maintained within an easement area unless specifically approved by the Committee.

**Section 11.13. Leasing.** No Lot may be leased or rented by any Person for a period of fewer than thirty (30) days, nor shall less than the whole of any Lot be leased or rented. Each lease or rental agreement shall be in writing and shall by its terms provide that it is subject in all respects to the provisions of the Declaration, Articles, Bylaws and rules and regulations as may be adopted pursuant thereto. Any failure by a lessee to comply with the terms of such documents shall be a default under the lease, whether or not it is so expressed therein. Other than the foregoing, there is no restriction on the right of any Owner to lease his Lot.

**Section 11.14. Weapons.** No firearms of any kind or nature, including rifles, handguns, bows, slingshots, BB guns, slings, traps, or any other like weapon, shall be used or discharged within Crystal Firs except by authorized governmental officials.

## ARTICLE XII OWNERS' MAINTENANCE RESPONSIBILITIES

**Section 12.1. General.** The Owner or Occupant of any Lot shall at all times keep it and the Improvements and appurtenances thereon in a safe, clean and wholesome condition and comply, at its own expense, in all respects with applicable governmental, health, fire and safety ordinances, regulations, requirements and directives, and the Owner or Occupant shall at regular and frequent intervals remove at its own expense any rubbish of any character whatsoever that may accumulate upon such Lot.

**Section 12.2. Grounds.** Each Owner shall be responsible for the maintenance and repair of all parking areas, driveways, walkways and landscaping on his Lot. Such maintenance and repair shall include, without limitation:

**12.2.1** Maintenance of all parking areas, driveways and walkways in a clean and safe condition, including the paving and repairing or resurfacing of such areas when necessary with the type of material originally installed thereon or such substitute therefore as shall, in all respects, be equal in quality, appearance and durability; the removal of debris and waste material and the washing and sweeping of paved areas as required; painting and repainting of striping markers and directional signals as required;

**12.2.2** Cleaning, maintaining and relamping of any external lighting fixtures except such fixture as may be the property of any public utility or government body; and

**12.2.3** Excluding Common Areas to be maintained by the Association, performance of all necessary maintenance of all landscaping within the Owner's or Occupant's Lot, including the trimming, watering and fertilization of all grass, ground cover, shrubs or trees, removal of dead or waste materials, replacement of any dead or diseased grass, ground cover, shrubs or trees.

Nothing contained herein shall preclude an Owner from recovering from any person liable therefore damages to which such Owner might be entitled for any act or omission to act requiring an expenditure by the Owner for the maintenance and repair of the parking area, driveway, walkway and/or landscaping on his Lot.

### **Section 12.3. Remedies for Failure to Maintain and Repair.**

**12.3.1 Remedies.** If any Owner shall fail to perform the maintenance and repair required by Section 12.2, then the Board, after fifteen (15) days prior written notice to such delinquent Owner, shall have the right, but not the obligation, to perform such maintenance and repair and to charge as a Particularized Assessment the delinquent Owner and his Lot with the cost of such work, together with interest thereon at a rate to be set by the Board from the date of the Association's advancement of funds for such work to the date of reimbursement of the Association by such Owner. If the delinquent Owner shall fail to reimburse the Association for such cost within ten (10) days after demand therefore, the Association may, at any time within two (2) years after such advance, enforce the lien in accordance with the provisions of this Declaration.

**12.3.2 Nonexclusive Remedy.** The foregoing lien and the rights to foreclose there under shall be in addition to, and not in substitution for, all other rights and remedies which the Board may have hereunder and by law, including any suit for specific performance or to recover a money judgment for unpaid assessments. If any Owner shall fail to perform such maintenance and repair and, notwithstanding such failure, the Board should fail to exercise its rights and remedies hereunder, then any other Owner, after

fifteen (15) days' prior written notice to the Board and such delinquent Owner, shall have the right, but not the obligation, to perform such maintenance and repair and shall have the same rights and remedies with respect thereto as are provided herein to the Board.

### ARTICLE XIII DAMAGE OR LOSS TO IMPROVEMENTS

**Section 13.1. Restoration of Common Areas.** Except as otherwise provided in this Declaration, in the event of any destruction of any portion of the Common Areas, Common Area Improvements, or any other Improvements insured by the Association, it shall be the duty of the Association to restore and repair the same to its former condition, as promptly as practical. The proceeds of any insurance shall be used for such purpose. The Board of Directors shall be authorized to have prepared the necessary documents to effect such reconstruction as promptly as practical. The Common Areas, Common Area Improvements, and all other Improvements shall be reconstructed or rebuilt substantially in accordance with the original construction plans if they are available, with such changes as are recommended by the Architectural Control Committee. In the event that the amount available from the proceeds of such insurance policies for such restoration and repair shall be less than the estimated cost of restoration and repair, a special assessment shall be levied by the Board of Directors upon the Owners and their Lots in order to provide the necessary funds for such reconstruction over and above the amount of any insurance proceeds available for such purpose.

**Section 13.2. Restoration Obligations of Owners.** In the event of the damage or destruction of any portion of a Lot or the Improvements thereon, then it shall be the duty of the Owner of such Lot, as soon as may be practical, to repair and replace the damage or destruction, or such portion thereof as will render such damage or destruction indiscernible from the exterior boundaries of the Lot. Any reconstruction, replacement or repair required by this section shall be in accordance with the original plans and specifications of the Lot or plans and specifications approved by both the Architectural Control Committee.

**Section 13.3. Condemnation.** In the event the whole, or any part, of the Common Areas shall be taken or condemned by any authority exercising the power of eminent domain, the Board shall have the exclusive rights to prosecute the proceedings; provided, however, that nothing contained herein to the contrary shall prevent an Owner from joining in the proceeding for purposes of claiming that the condemnation action has materially affected said Owner's Lot and any Improvements thereon. The entire award relating to the taking of any part of the Common Area shall be paid to the Board in trust for the benefit of the Owners. The Board shall distribute the award to the Owners in proportion to their Common Expense Percentages; provided, that if a Lot is encumbered by a Mortgage or Mortgages which has or have a provision relating to condemnation, then in lieu of distributing the award to the Owner of said Lot, the Board shall distribute the award directly to the Mortgagee of the Mortgage with the highest priority and seniority for distribution or payment in accordance with the terms and conditions of said Mortgagee's Mortgage.

### ARTICLE XIV DURATION AND AMENDMENT

**Section 14.1. Duration.** This Declaration shall continue in full force until December 31, 2045, unless a Declaration of Termination or Declaration of Renewal is recorded meeting the requirements of an amendment to this Declaration as set forth in Section 14.2. There shall be no severance by sale, conveyance, encumbrance or hypothecation of an interest in any Lot from the appurtenant Membership in the Association, as long as this Declaration shall continue in full force and effect.

**Section 14.2. Amendment.** Notice of the subject matter of a proposed amendment to this Declaration in reasonably detailed form shall be included in the notice of any meeting of the Association at which a proposed amendment is to be considered. The amendment shall be adopted by the vote, in person

or by proxy, or written consent of seventy-five percent (75%) of the voting power of the Membership of the Association; provided, however, that so long as Declarant owns a minimum of two (2) Lots in Crystal Firs, or for a period of ten (10) years from the recording of this Declaration, whichever is earlier, no termination or other amendment shall be effective without the written approval of Declarant, which approval shall not be unreasonably withheld. A copy of each amendment which has been properly adopted shall be certified by at least two (2) officers of the Association and the amendment shall be effective when the Certificate of Amendment is recorded. Notwithstanding the foregoing, any of the following amendments, to be effective, must be approved in writing by all of the record holders of First Mortgages encumbering Lots in Crystal Firs at the time of such amendment:

14.2.1 Any amendment which affects or purports to affect the validity or priority of encumbrances or the rights or protections granted to Mortgagees as provided in Section 4.11 or which seeks to modify Section 14.2 hereof;

14.2.2 Any amendment which would necessitate a Mortgagee after it has acquired a Lot through foreclosure, to pay more than its proportionate share of any unpaid assessment or assessments; or

14.2.3 Any amendment which would or could result in a Mortgage being canceled by forfeiture.

**Section 14.3. Modification by Declarant.** For so long as Declarant is the Owner of at least two (2) of the Lots, Declarant, acting alone, may modify or amend this Declaration; provided, however, that (i) any such modification or amendment must be within the spirit and overall intention of the development as set forth herein; (ii) prior to any such modification or amendment, Declarant shall obtain the approval of any governmental agency to such modification or amendment where such approval is necessary; and (iii) any modification or amendment shall not provide for any type of Improvements or uses not presently permitted by this Declaration nor declare any then permitted use to not be permitted. No such modification or amendment shall be effective until the Owners have been given thirty (30) days' prior written notice of the proposed change, and a proper instrument in writing has been executed, acknowledged and recorded by Declarant.

**Section 14.4. Governmental Regulation.** All valid governmental enactments, ordinances and regulations are deemed to be part of this Declaration and to the extent that they conflict with any provision, covenant, condition or restriction hereof, said conflicting governmental enactment, ordinance and regulation shall control and the provision, covenant, condition or restriction hereof in conflict therewith shall be deemed (i) amended to the extent necessary to bring it into conformity with said enactment, ordinance and regulation while still preserving the intent and spirit of the provision, covenant, condition or restriction or (ii) stricken here from should no amendment conforming to the governmental enactment, ordinance or restriction be capable of preserving the intent and spirit of said provision, covenant, condition or restriction.

**Section 14.5 Notwithstanding** the foregoing any amendment proposing to alter the obligation of the Declarant or the association to maintain and pay for the power used for street lighting shall not be effective without the written consent of the City of Maple Valley or its successors interest

#### ARTICLE XV WAIVER

Neither Declarant, the Association, the Board, the Committee, nor their successors or assigns, shall be liable to any Owner or Occupant of Crystal Firs by reason of any mistake in judgment, negligence, nonfeasance, action or inaction or for the enforcement or failure to enforce any provision of this Declaration. Every Owner or Occupant of any of the Lots by acquiring its interest therein agrees that it will not bring any

action or suit against Declarant, the Association, the Board or the Committee, or their successors or assigns, to recover any such damages or to seek equitable relief because of same.

## ARTICLE XVI GENERAL PROVISIONS

**Section 16.1. Legal Proceedings.** Failure to comply with any of the terms of this Declaration, the Articles and Bylaws of the Association or regulations adopted pursuant thereto, by an Owner or Occupant, his guests, employees, invitees or tenants, shall be grounds for relief which may include, without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof, which relief may be sought by Declarant, the Association, the Board of Directors or, if appropriate, by an aggrieved Owner. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision, or any other provision hereof. In addition to any other available remedy, the Association, the Board, any Owner (not at the time in default hereunder) or Declarant shall be entitled to bring an action for damages against any defaulting Owner and, in addition, may enjoin any violation of this Declaration. Any judgment rendered in any action or proceeding pursuant thereto shall include a sum for attorneys' fees, including appeals, in such amount as the Court may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, together with interest, costs of collection and court costs. Each remedy provided for in this Declaration shall be cumulative and not exclusive or exhaustive.

**Section 16.2. Severability.** The provisions hereof shall be deemed independent and severable, and a determination of invalidity or partial invalidity or enforceability of any one provision or portion hereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provisions hereof.

**Section 16.3. Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the creation and operation of the development and for the maintenance of the Common Areas, and any violation of this Declaration shall be deemed to be a nuisance.

**Section 16.4. Headings; Gender; Etc.** The article and section headings, titles and captions have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context otherwise requires, as used herein the singular and the plural shall each include the other and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

**Section 16.5. Construction and Sales by Declarant.** Nothing in this Declaration shall limit, and no Owner shall do anything which shall interfere with, the right of Declarant to complete any construction of Improvements on the Lots owned by Declarant and the Common Areas, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements on such Lots and Common Areas as Declarant deems advisable prior to the expiration of the Declarant Control Period. Each Owner, by accepting a deed of a Lot from Declarant, hereby acknowledges that the activities of Declarant may constitute a temporary inconvenience or nuisance to the Owners. Such right shall include, but shall not be limited to, erecting, constructing and maintaining on Crystal Firs such structures and displays as may be reasonably necessary for the conduct of its business or completing the work and disposing of the Lots by sale, lease or otherwise. Declarant may use any Lots owned by Declarant as models or real estate sales or leasing offices. This Declaration shall not limit the right of Declarant at any time prior to conveyance of title by deed to the last Lot to establish on the Lots owned by Declarant and the Common Areas additional easements, reservations and rights-of-way to itself, to utility companies, or to other Persons as may from time to time be reasonably necessary for the proper development and disposal of the Lots. Such easements may be created for the construction, installation, maintenance, removal, replacement, operation and use of utilities, including, without limitation, sewers, water and gas pipes and systems, drainage lines and systems, electric power and conduit lines and wiring, telephone conduits, lines and wires, and other utilities, public or private, beneath the ground surface, except vaults, vents, access structures and other

facilities required to be above ground surface by good engineering practice, including the right to dedicate, grant or otherwise convey easements for rights-of-way to any public utility or governmental entity for such purposes. In the performance of any work in connection with such utilities, Declarant shall not unreasonably interfere with or disrupt the use of the Common Areas or the facilities located thereon and shall replace and restore the areas and facilities as nearly as possible to the condition in which they were prior to the performance of such work. All or any portion of the rights of Declarant hereunder may be assigned to any successor or successors to all or part of Declarant's respective interest in Crystal Firs, by an express written and recorded assignment.

**Section 16.6. Hold Harmless and Indemnification.** Each Owner shall be liable to the Association for any injury to any person or damage to the Common Areas, Common Area Improvements, or any equipment thereon which may be sustained by reason of the negligence of said Owner or of his guests, employees, invitees or tenants, to the extent that any such damage shall not be covered by insurance. The costs incurred by the Association as a result of such damage shall be deemed a Particularized Assessment of such Owner and his Lot, and shall be subject to levy, enforcement and collection by the Board of Directors in accordance with the assessment and lien procedures provided in this Declaration. The Association further reserves the right to charge a Special Assessment equal to the increase, if any, in the insurance premium directly attributable to the damage or injury caused by such Owner or by the use of the Lot of such Owner. The Association shall hold each Owner safe and harmless from liability for loss or injuries occurring on the Common Areas to the extent that such loss or injuries are covered by insurance then maintained by the Association.

**Section 16.7. No Public Right or Dedication.** Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of Crystal Firs to the public, or for any public use.

**Section 16.8. Nonliability and Indemnification.** Except as provided herein, no right, power or responsibility conferred on the Board or the Architectural Control Committee by this Declaration or by the Articles or the Bylaws shall be construed as a duty, obligation or disability charged upon the Board, the Committee, any member of the Board or of the Committee, or any other officer, employee or agent of the Declarant or the Association. No such Person shall be liable to any party other than the Association or a party claiming in the name of the Association for injuries or damage resulting from such Person's acts or omissions within what such Person reasonably believed to be the scope of his Association duties ("Official Acts"), except to the extent that such injuries or damages result from such Person's willful or malicious misconduct. No such Person shall be liable to the Association or to any party claiming in the name of the Association for injuries or damage resulting from such Person's Official Acts, except to the extent that such injuries or damage result from such Person's willful or malicious misconduct. The Association shall pay all expenses incurred by, and satisfy any judgment or fine levied against, any Person as a result of any action or threatened action against such Person to impose liability on such Person for his Official Acts, provided that:

**16.8.1** The Board determines that such Person acted in good faith and in a manner such Person reasonably believed to be in the best interests of the Association;

**16.8.2** In the case of a criminal proceeding, the Board determines that such Person had no reasonable cause to believe his conduct was unlawful; and

**16.8.3** In the case of an action or threatened action by or in the name of the Association, the Board determines that such Person acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

**16.8.4** Any determination of the Board required under this Section 16.8 must be approved by a majority vote of a quorum consisting of Directors who are not parties to the action or threatened action giving rise to the indemnification. If the Board fails or refuses to make any such determination, such determination may be made by the vote of a majority of a quorum of the Members of the Association voting

at a meeting of the Association called for such purpose, provided that the Person to be indemnified shall not be entitled to vote.

**16.8.5** Payments made hereunder shall include amounts paid and expenses incurred in settling any such action or threatened action. This Section 16.8 shall be construed to authorize payments and indemnification to the fullest extent now or hereafter permitted by applicable law.

**16.8.6** The entitlement to indemnification hereunder shall inure to the benefit of the estate, executor, administrator, heirs, legatees or devisees of any Person entitled to such indemnification.

**Section 16.9. Notices.** Except as otherwise provided in this Declaration, in each instance in which notice is to be given to an Owner, the same shall be in writing and may be delivered personally to the Owner, in which case personal delivery of such notice to one or more co-owners of a Lot or to any general partner of a partnership owning a Lot shall be deemed delivery to all co-owners or to the partnership, as the case may be. Personal delivery of such notice to any officer or agent for the service of process on a corporation shall be deemed delivery to the corporation. In lieu of the foregoing, such notice may be delivered by regular United States mail, postage prepaid, addressed to the Owner at the most recent address furnished by such Owner to the Association or, if no such address shall have been furnished, to the street address of such Lot. Such notice shall be deemed delivered forty-eight (48) hours after the time of such mailing, except for notice of a meeting of Members or of the Board of Directors, in which case the notice provisions of the Bylaws of the Association shall control. Any notice to be given to the Association may be delivered personally to any Member of the Board of Directors, or sent by United States mail, postage prepaid, addressed to the Association at such address as shall be fixed from time to time and circulated to all Owners.

**THIS DECLARATION** has been executed on the date first written above.



EXHIBIT A

Description of Property Comprising Crystal Firs

# Covington Water District: CC&R Text

## RESIDENTIAL LANDSCAPE AND WATER USE STANDARDS:

THE DEVELOPER AND HOMEOWNERS ASSOCIATION SHALL MAKE THESE RESIDENTIAL LANDSCAPE AND WATER USE STANDARDS AVAILABLE TO NEW OWNERS AT TIME OF PURCHASE. IT IS THE RESPONSIBILITY OF HOMEOWNERS TO NOTIFY LANDSCAPERS/GROUND MAINTENANCE STAFF AND OTHERS WHO SEEK TO ENGAGE IN DEVELOPMENT OF, CONSTRUCTION AND/OR MAINTENANCE OF RESIDENTIAL PROPERTIES OF THE REQUIREMENTS CONTAINED HEREIN. ALL SUCH PERSONS SHALL CONDUCT THEIR ACTIVITIES IN ACCORDANCE WITH THESE STANDARDS.

NO CHANGES TO THESE COVENANTS, CONDITIONS AND RESTRICTIONS REGARDING OUTDOOR WATER USE SHALL BE MADE WITHOUT THE APPROVAL OF COVINGTON WATER DISTRICT OR ITS SUCCESSORS.

IT IS REQUESTED THAT THE HOMEOWNERS ASSOCIATION PROVIDE THE DISTRICT WITH THE NAME, ADDRESS AND PHONE NUMBER OF A CURRENT BOARD MEMBER FOR OUR MAILING LIST, AND TO PROVIDE THE DISTRICT WITH MINUTES OF LANDSCAPE COMMITTEE MEETINGS.

The purpose and intent of this section is to help preserve our environment and quality of life by helping to conserve water, to promote groundwater quality by wise and judicious use of fertilizers and pesticides, and, if applicable, to promote effective septic system operation.

Covington Water District (CWD) requires the installation of two (2) meters for every Lot, one for inside water use and one for all outside use, including hose bibs. In addition, CWD has established an outdoor water budget not to exceed 30,400 gallons per calendar year to safeguard the community's limited water supply from depletion. Exceeding this budget will result in higher rates being applied and could result in limitations on use. Homeowners may obtain additional water by installing a cistern or other rain-catchment devices. Contact CWD for information on conservation devices.

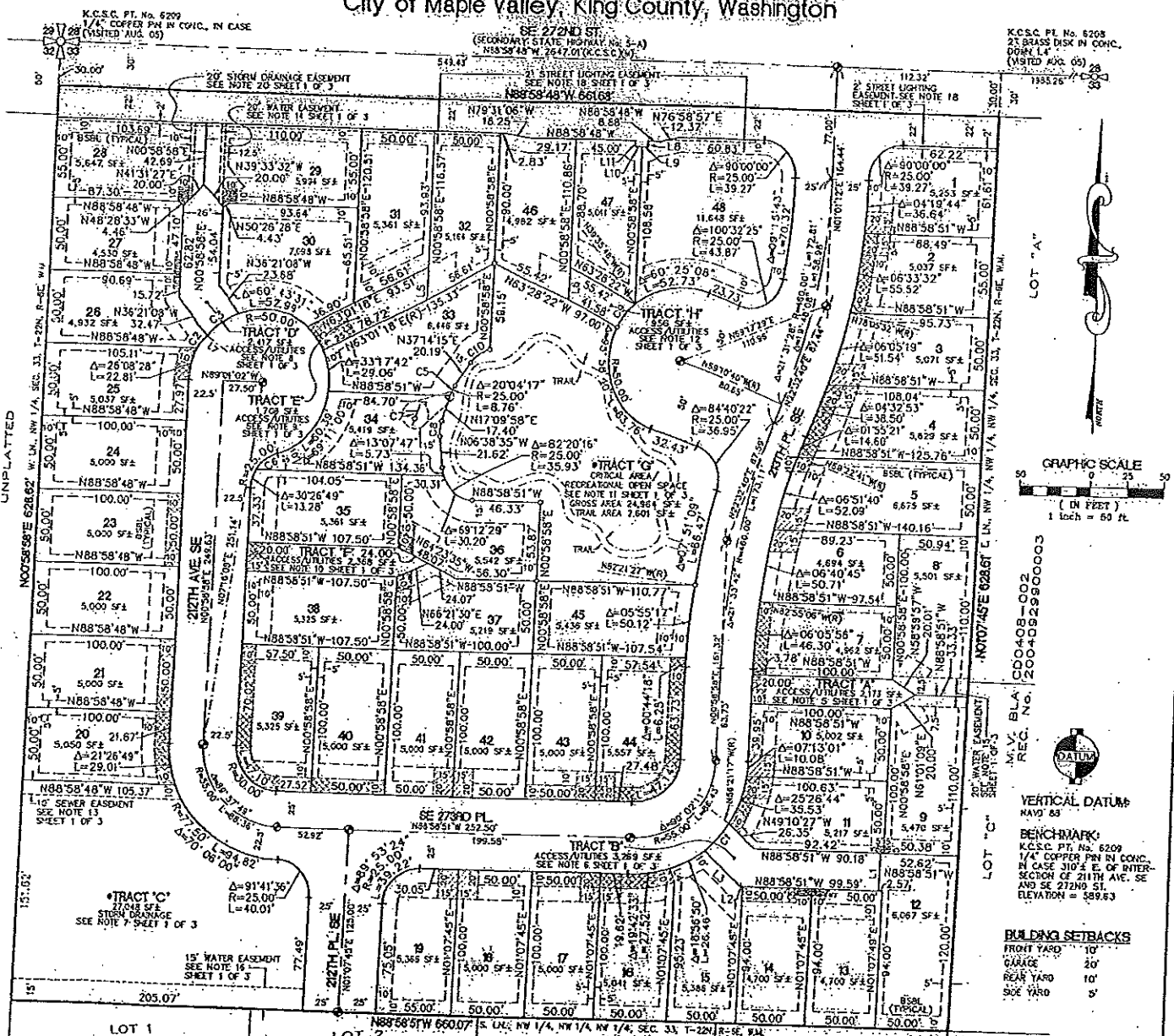
Due to its high water requirement, fine ornamental lawn area (not including non-irrigated native grasses, pasture lands and other grasses) shall be limited to no more than 1,000 square feet for each Lot. No less than 95% of the remaining landscape area must be planted with low water requiring plants.

To reduce runoff and ensure adequate recharge of the groundwater supply, homeowners are encouraged to minimize the amount of hard surfaces, such as asphalt and concrete driveways and patios.

### *TO ENSURE EFFICIENT WATER USE:*

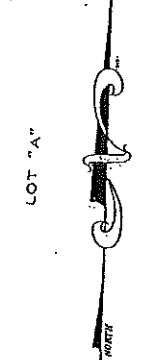
1. All new or revised landscapes should be installed in a minimum of eight (8) inches of soil amended with three (3) inches of compost material.
2. Planting beds should be mulched with three (3) inches of mulch and replenished as needed to maintain this level.
3. Lawns should be top dressed with 1/2 inch of fine-screened compost on a yearly basis.
4. Plants utilized should be climate-friendly, drought-tolerant varieties, planted in the appropriate location to suit their needs.
5. Drip irrigation systems or soaker hoses should be used wherever possible to keep water usage to a minimum.
6. Automatic irrigation systems:
  - a. Should include a rain sensor to shut the system off during rain events.
  - b. Controllers should be adjusted with the weather to apply the minimum amount of water needed for good plant health.
  - c. Controllers should have multiple-cycle capabilities to avoid runoff.
  - d. State law requires that these systems include a backflow prevention assembly, which must be tested annually by a certified backflow assembly tester, with a copy of the test results submitted to CWD.
7. The following water efficient irrigation techniques are provided to aid homeowners/residents:
  - a. Water established lawns once a week deeply - soil should be moist six to eight inches down. This will take up to a week to dry out. Lawns are considered established after several mowings. New lawns may be watered more often but for shorter durations (less deeply) during the first growing season. Deep watering inhibits thatch build-up.
  - b. Water established native, climate-friendly plants only when needed. Once a month deeply will probably suffice, twice a month if it's been particularly hot and dry. Water only the soil surrounding the root area of the plant.
  - c. Water in the early morning or in the evening when evaporation is least likely to occur. Do not water in the heat of the day, as up to half the water applied is wasted to evaporation. Do not water on windy or rainy days.
  - d. Do not apply water more rapidly than the soil can absorb it. Turn off the sprinkler at the first sign of saturation or runoff to allow the water to soak in. Water again in half an hour if necessary to adequately moisten the root zone.
  - e. Make sure that sprinkler system is in good repair. Fix leaks, and adjust sprinkler heads to eliminate any over-spray on non-planted areas. Investigate the source of any unusual runoff, puddling or over-saturated areas.
  - f. The use of a shut-off nozzle on your water hose is highly encouraged.

# CRYSTAL FIRS A PORTION OF NW 1/4, NW 1/4, SEC. 33, TWP. 22 N, RGE. 6 E, W.M. City of Maple Valley, King County, Washington



K.C.S.C. PL. No. 6209  
1/4" COPPER PIN IN CONC.  
(VISITED AUG. 05)

SE 27ND ST.  
(SECONDARY STATE HIGHWAY No. 3-A)  
N88°58'48"W 661.08'



GRAPHIC SCALE  
1 inch = 50 ft

REC. No. CD0405-002  
20040529000003

VERTICAL DATUM  
NAVD 83  
BENCHMARK  
K.C.S.C. PT. No. 6209  
1/4" COPPER PIN IN CONC.  
IN CASE 310' E. OF INTER-  
SECTION OF 21TH AVE. SE  
AND SE 27ND ST.  
ELEVATION = 589.63

BUILDING SETBACKS  
FRONT YARD 10'  
GARAGE 20'  
REAR YARD 10'  
SIDE YARD 5'

LOT 1 LOT 2 LOT 3 LOT 4  
K.C.S.P. R279065  
REC. No. 8010070864

MINIMUM FINISH FLOOR ELEVATION TABLE					
LOT No.	ELEVATION	LOT No.	ELEVATION	LOT No.	ELEVATION
1	586.70	17	576.40	34	585.50
2	588.25	18	576.90	35	582.80
3	583.85	19	577.65	36	584.50
4	583.85	20	578.30	37	584.50
5	583.25	21	578.65	38	573.70
6	579.70	22	582.00	39	572.60
7	579.25	23	582.00	40	577.90
8	580.00	24	582.50	41	573.30
9	574.85	25	583.60	42	583.50
10	574.85	26	583.65	43	574.10
11	574.46	27	585.65	44	574.10
12	574.45	28	586.10	45	573.80
13	574.45	29	586.20	46	587.50
14	577.00	31	584.75	47	585.65
15	576.65	32	584.75		
16	576.30	33	585.00		

CURVE TABLE			
CURVE No.	DELTA	RADIUS	LENGTH
C1	18°43'03"	80.00'	26.13'
C2	112°27'14"	50.00'	100.00'
C3	30°08'25"	50.00'	28.30'
C4	23°24'42"	50.00'	20.58'
C5	17°35'08"	25.00'	7.67'
C6	44°05'13"	25.00'	19.24'
C7	02°29'09"	25.00'	1.08'
C8	23°48'33"	25.00'	10.39'
C9	23°36'12"	50.00'	20.60'
C10	38°52'18"	25.00'	16.96'

LINE TABLE		
LINE No.	DEFLECTION	LENGTH
L1	N01°09'09"E	76.00'
L2	N89°58'51"W	2.16'
L3	N49°10'27"W	36.75'
L4	N18°41'24"(W)	10.04'
L5	N00°58'58"E	22.64'
L6	N00°58'58"E	22.17'
L7	N51°25'20"(W)	4.00'
L8	N00°58'58"E	4.00'
L9	N88°58'48"W	4.00'
L10	N88°58'48"W	5.00'
L11	N00°58'58"E	4.00'

LEGEND

- (K.C.S.C.) MAPLE VALLEY STANDARD MONUMENT (TO BE SET)
- (K.C.S.P.) KING COUNTY SURVEY CONTROL
- (M) MEASURED
- (R) RADIAL
- BSR. BUILDING SETBACK LINE
- JOINT USE DRIVEWAY EASEMENT SEE NOTE 17, SHEET 1 OF 3
- PRIVATE GARAGE EASEMENT SEE NOTE 17, SHEET 1 OF 3
- PRIVATE DRAINAGE EASEMENT NOTES SHEET 2 OF 3
- WATER UTILITY EASEMENT SEE NOTE 15, SHEET 1 OF 3
- SET 1/2" BSR, REBAR AND PLASTIC CAP. COMP. IN PGS. 22862 AT CRITICAL AREA. TRACT BOUNDARY.

LOT AND TRACT CORNERS TO BE SET AS DESCRIBED IN NOTE 18, SHEET 1 OF 3. SEE SHEETS 1 AND 2 OF 3 FOR ADDITIONAL NOTES.

TREE PROTECTION AREA  
TRACT 'C' AND TRACT 'G' CONTAIN PROTECTED TREES FOR THE APPROVED OVERALL STREET TREE AND LANDSCAPE PLAN ON FILE WITH THE CITY OF MAPLE VALLEY AND THE TREE RETENTION PLAN RECORDED UNDER RECORDING NUMBER



**DALEY-MORROW-POLETTE, INC.**  
726 AUBURN WAY NORTH  
AUBURN, WASHINGTON 98002  
PHONE: (253) 833-2200 (FAX) 331-2206

**dmp** ENGINEERING - SURVEYING  
LAND PLANNING

ORDING

KING COUNTY ASSESSOR  
ACCOUNT NUMBERS: 332206-9006, -9041, -9042

DEPUTY KING COUNTY ASSESSOR

**KING COUNTY FINANCE DIVISION CERTIFICATE**

I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED DEDICATED AS STREETS, ALLEYS, OR FOR ANY OTHER PUBLIC USE, ARE PAID IN FULL.

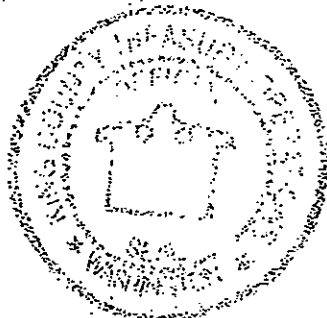
EXAMINED AND APPROVED THIS 25th DAY OF May, 2006

Phil Sanders

MANAGER, KING COUNTY FINANCE DIVISION

DEPUTY

Lilan C. Yette



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**NOTES**

1. CONTROLLING BOUNDARY DATA WAS OBTAINED BY DIRECT FIELD MEASUREMENTS EMPLOYING CONVENTIONAL TRAVERSE PROCEDURES USING A TOPCON 2110 THEODOLITE WITH INTEGRAL DISTANCE MEASURING METER. FIELD WORK BY DMP, INC. IN 2005 AND 2006. ALL MEASUREMENTS ARE IN U.S. SURVEY FEET.  
2. PACIFIC NORTHWEST TITLE COMPANY OF WASHINGTON, Inc. FIRST AMENDED SHORT PLAT CERTIFICATE, ORDER No. 503448, DATED FEBRUARY 24, 2004 AND SUPPLEMENTAL REPORTS #1 AND #2 THEREOF, DATED AUGUST 11, 2005 AND APRIL 9, 2006, WERE RELIED UPON FOR DISCLOSURE OF THE VESTING OF TITLE OF THE REAL PROPERTY COMPRISING THIS SUBDIVISION, WHICH ACCORDING TO SAID SHORT PLAT CERTIFICATE IS SUBJECT TO THE FOLLOWING; AND OTHER, SPECIAL EXCEPTIONS.

- A. RESERVATION OF MINERAL RIGHTS CONTAINED IN DEED RECORDED UNDER RECORDING NUMBER 3578514.
- B. SOOS CREEK WATER AND SEWER DISTRICT KING COUNTY, WASHINGTON, RESOLUTION No. 1052-S, RECORDED UNDER RECORDING NUMBER 9405100686.
- C. TERMS AND CONDITIONS OF AGREEMENT ADDENDUM RECORDED UNDER RECORDING NUMBER 20050204000003.

NO WARRANTY IS HEREBY MADE, EXPRESS OR IMPLIED, AS TO THE ACCURACY AND/OR COMPLETENESS OF SAID SHORT PLAT CERTIFICATE.

- 3. TRAVERSE CLOSURES FOR THIS SUBDIVISION EXCEED THE REQUIREMENTS OF WAC 332-130-090. ESTABLISHMENT OF LOT CORNERS IS BY RADIAL SURVEY PROCEDURE, WITH INDEPENDENT MEASUREMENTS.
- 4. LOT AND TRACT CORNERS WILL BE STAKED WITH 1/2 INCH BY 24 INCH REBAR AND YELLOW PLASTIC CAP MARKED "DMP INC. PLS 22962". THE STREETWARD PROLONGATION OF THE LOT AND TRACT BOUNDARY LINES WILL ALSO BE REFERENCED WITH A TACK AND BRASS WASHER IN LEAD MARKED "DMP INC #22962" IN THE CURB AT NO SPECIFIC DISTANCE FROM THE TRUE CORNER.
- 5. TRACT "A", AN ACCESS AND UTILITY TRACT, IS HEREBY DEDICATED AND CONVEYED TO THE OWNERS OF LOTS 8 AND 9, THEIR SUCCESSORS AND ASSIGNS. SAID OWNERS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE THEREOF. EASEMENTS FOR SANITARY SEWER, WATER AND STORM DRAINAGE UNDER AND UPON SAID TRACT ARE HEREBY DEDICATED AND CONVEYED TO SOOS CREEK WATER AND SEWER DISTRICT, COVINGTON WATER DISTRICT AND THE CITY OF COVINGTON, THEIR SUCCESSORS AND ASSIGNS, RESPECTIVELY.
- 6. TRACT "B", AN ACCESS AND UTILITY TRACT, IS HEREBY DEDICATED AND CONVEYED TO THE OWNERS OF LOTS 12, 13, 14 AND 15, THEIR SUCCESSORS AND ASSIGNS. SAID OWNERS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE THEREOF. EASEMENTS FOR SANITARY SEWER, WATER AND STORM DRAINAGE UNDER AND UPON SAID TRACT ARE HEREBY DEDICATED AND CONVEYED TO SOOS CREEK WATER AND SEWER DISTRICT, COVINGTON WATER DISTRICT AND THE CITY OF COVINGTON, THEIR SUCCESSORS AND ASSIGNS, RESPECTIVELY.
- 7. TRACT "C", A STORM DRAINAGE TRACT, IS HEREBY DEDICATED AND CONVEYED TO THE CITY OF MAPLE VALLEY, ITS SUCCESSORS AND ASSIGNS.
- 8. TRACT "D", AN ACCESS AND UTILITY TRACT, IS HEREBY DEDICATED AND CONVEYED TO THE OWNERS OF LOTS 26, 27, 28 AND 29, THEIR SUCCESSORS AND ASSIGNS. SAID OWNERS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE THEREOF. EASEMENTS FOR SANITARY SEWER, WATER AND STORM DRAINAGE UNDER AND UPON SAID TRACT ARE HEREBY DEDICATED AND CONVEYED TO SOOS CREEK WATER AND SEWER DISTRICT, COVINGTON WATER DISTRICT AND THE CITY OF COVINGTON, THEIR SUCCESSORS AND ASSIGNS, RESPECTIVELY.
- 9. TRACT "E", AN ACCESS AND UTILITY TRACT, IS HEREBY DEDICATED AND CONVEYED TO THE OWNERS OF LOTS 31 AND 32 THEIR SUCCESSORS AND ASSIGNS. SAID OWNERS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE THEREOF. EASEMENTS FOR SANITARY SEWER, WATER AND STORM DRAINAGE UNDER AND UPON SAID TRACT ARE HEREBY DEDICATED AND CONVEYED TO SOOS CREEK WATER AND SEWER DISTRICT, COVINGTON WATER DISTRICT AND THE CITY OF COVINGTON, THEIR SUCCESSORS AND ASSIGNS, RESPECTIVELY.
- 10. TRACT "F", AN ACCESS AND UTILITY TRACT, IS HEREBY DEDICATED AND CONVEYED TO THE OWNERS OF LOTS 36 AND 37 THEIR SUCCESSORS AND ASSIGNS. SAID OWNERS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE THEREOF. EASEMENTS FOR SANITARY SEWER, WATER AND STORM DRAINAGE UNDER AND UPON SAID TRACT ARE HEREBY DEDICATED AND CONVEYED TO SOOS CREEK WATER AND SEWER DISTRICT, COVINGTON WATER DISTRICT AND THE CITY OF COVINGTON, THEIR SUCCESSORS AND ASSIGNS, RESPECTIVELY.
- 11. TRACT "G", A CRITICAL AREA/RECREATIONAL OPEN SPACE TRACT, IS HEREBY DEDICATED AND CONVEYED TO THE CRYSTAL FIRS HOMEOWNERS ASSOCIATION, THEIR SUCCESSORS AND ASSIGNS. SAID ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF. THE ROOF AND FOOTING DRAINS FOR LOTS 33, 34, 36 AND 46 SHALL DISCHARGE INTO SAID TRACT AND BE MAINTAINED BY THE RESPECTIVE LOT OWNERS IN ACCORDANCE WITH THE APPROVED PLANS. THE BOUNDARY BETWEEN SAID TRACT AND ADJOINING LOTS WILL BE STAKED WITH 1/2 INCH BY 24 INCH REBAR AND YELLOW PLASTIC CAP MARKED "DMP INC. PLS 22962" AND DELINEATED BY CONSTRUCTION FENCING TO PROTECT THE CRITICAL AREA. SEE CRITICAL AREA NOTE SHEET 2 OF 3 FOR ADDITIONAL RESTRICTIONS.
- 12. TRACT "H", AN ACCESS AND UTILITY TRACT, IS HEREBY DEDICATED AND CONVEYED TO THE OWNERS OF LOTS 46 AND 47 THEIR SUCCESSORS AND ASSIGNS. SAID OWNERS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE THEREOF. EASEMENTS FOR SANITARY SEWER AND STORM DRAINAGE UNDER AND UPON SAID TRACT ARE HEREBY DEDICATED AND

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