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KING COUNTY, WASHINGTON

**RESTATED
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE
BROADHURST HOMEOWNERS' ASSOCIATION**

THIS RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE BROADHURST HOMEOWNERS' ASSOCIATION (this "Declaration") is made by the Broadhurst Homeowners' Association, which consists of the owners of certain land situated in the State of Washington, County of King, known as Broadhurst (each, an "Owner," collectively the "Owners"), which is more particularly described on the Plat. In order to ensure preservation of the gracious residential environment at Broadhurst, the Association agrees and covenants that all lands and improvements now existing or hereafter constructed thereon will be held, sold, conveyed subject to, and burdened by the following covenants, conditions, restrictions, reservations, limitations, liens and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such lands for the benefit of all such lands and Owners thereof and their heirs, successors, grantees and assigns. All provisions of this Declaration shall be binding upon all parties having or acquiring any right, title or interest in such lands or any portion thereof and shall inure to the benefit of each Owner thereof and to the benefit of Broadhurst Homeowners' Association and shall otherwise in all respects be regarded as covenants running with the land.

This Declaration includes all modifications made to the Declaration of Covenants, Conditions and Restrictions of Thornbury Homeowners' Association recorded at Auditor's File No. 8712150908, Records of King County, Washington, as subsequently amended by the Declaration of Covenants, Conditions and Restrictions for the Plat of Broadhurst, recorded at Auditor's File No. 8912260466, Records of King County, Washington, the First Amendments to the Declarations of Covenants, Conditions and Restrictions of Thornbury Homeowners' Association (the "First Amendment") recorded at Auditor's File No. 9807152087, Records of King County, Washington and the Second Amendment to the Declaration of Covenants, Conditions and Restrictions of the Broadhurst Homeowners' Association to which this Declaration is attached.

ARTICLE I. DEFINITIONS

For the purpose of the Declaration and the Articles of Incorporation and the Bylaws of the Broadhurst Homeowner's Association, certain words and phrases shall have particular meanings as follows:

Section 1. “**Association**” shall mean and refer to the BROADHURST HOMEOWNERS’ ASSOCIATION, its successors and assigns.

Section 2. “**Board**” shall mean and refer to the Board of Directors of the Association, as provided for in Article XII. For purposes of exercising the powers and duties assigned in this Declaration of the Board, this term shall also mean the “Temporary Board”, as provided in Article IV unless the language or context clearly indicates otherwise.

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

Section 4. “**Common Maintenance Areas**” shall mean those portions of all real property (including improvements thereto) maintained by the Association for the benefit of the members of the Association. The areas to be maintained by the Association at the time of recording this Declaration are described as follows:

1. The planters and entrance on 266th Avenue NE, including those planters in the center median of the county road right-of-way, as well as Tracts A, B, I, and J adjacent to the road, the landscape plantings and irrigation sprinkler system located within Tracts A, B, I and J, along 266th and along Ames Lake Road; all abutting plat landscape plantings in Tracts C, F, and H shown as retention pond areas owned by the county, and cul-de-sac planters within the county right-of-way on 260th Avenue NE. The Association shall also be responsible for cleaning rights-of-way within the Plat. Additionally, all reserve drainage areas as required by King County shall be the responsibility of the Association.
2. The playfield area noted as Tract G, along with any improvements on Tract G shall be the sole responsibility of the Association for maintenance and any improvements.

Section 5. “**Lot**” shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties.

Section 6. “**Declarant**” shall mean and refer to Walsh Investment Company, Incorporated, Savings Bank of Puget Sound, and Factoria Development Corporation, their

successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 7. “**Architectural Control Committee**” shall mean and refer to the duly appointed or elected committee of the Board of Directors as outlined in Article XVI of this Declaration, hereinafter referred to as the “Committee”.

Section 8. “**Development Period**” shall mean and refer to that period of time defined in Article IV of this Declaration.

Section 9. “**Other Parcels**” shall mean and refer to those parcels of land selected by the Declarant which may be added to the Properties by Declarant in accordance with Article III.

Section 10. “**Plat**” shall mean and refer to the Plat of Thornbury as recorded in Volume 139 of Plats, Pages 45 through 52, Records of King County, State of Washington, under Recording No. 8712080457, as amended.

Section 11. “**Residence**” shall mean and refer to buildings occupying any Lot.

Section 12. “**Common Maintenance**”, “**Open Space**”, and “**Recreation Areas**” shall mean and refer to those areas on the Plat so designated.

Section 13. “**Detention Tracts.**” Tracts C, F and H have been set aside as Detention Tracts. These tracts shall be dedicated to King County, controlled by King County, and maintained by King County for the purpose of managing surface water.

Section 14. “**Emergency Access Plat.**” Tract C is dedicated as a public emergency access trace and pedestrian facility. Tract C is dedicated to the public for the sole purpose of providing (1) an emergency access way and, (2) a pedestrian facility.

Section 15. “**Common Areas**” shall mean any real property which is owned by the Association for the common use and enjoyment of the members of the Association. Division I Common Areas are Tract D, E and the recreation area, Tract G, together with any improvements placed thereon upon Tract G.

Section 16. “**Special Access Tract.**” Tract 1 to be dedicated to King County for possible future roadway, if determined by King County Building and Lands Division that it is in the public interest to establish a public road for neighborhood circulation/access.

Any cost associated with the construction of the possible future thickened edge or equivalent roadway shall be borne by the owners of the parcels gaining access therefrom.

ARTICLE II.
PRE-EXISTING RESTRICTIONS

The properties covered by this Declaration, to the extent that the Properties may be already affected by previous covenants, conditions, encumbrances and restrictions, to the extent that such restrictions are valid, the Properties continue to be subject to such restrictions.

ARTICLE III.
OTHER PARCELS

Section 1. Declarant reserves the right, but is not obliged, to add Other Parcels to the Properties. Declarant reserves the right to determine the number and location of any Lots within the Other Parcels.

If any Other Parcels are added to the Properties, all of the Other Parcels shall be governed by this Declaration if Declarant so elects. The character of the improvements which may be later added to the Properties on Other Parcels shall be compatible with improvements already existing on the Properties; provided, however, that Declarant may develop the Other Parcels for any lawful purpose that is allowed by applicable land use laws and regulations. All easements for ingress, egress, utilities and use of facilities, unless otherwise specifically limited, shall exist in favor of all Lot Owners in the Other Parcels.

Section 2. The addition of any Other Parcels to the Properties shall occur when the Declarant files for record an amendment to this Declaration legally describing the Other Parcels and stating that the Other Parcels are added to the Properties and subject to the provisions of this Declaration. Upon expiration of the Development Period, Other Parcels may be added to the Properties with the consent of two-thirds of the members of the Association. If Other Parcels are added to the Properties, the Association shall file for record an amendment to this Declaration legally describing the Other Parcels and stating that the Other Parcels are added to the Properties and subject to the provisions of this Declaration.

Section 3. The voting rights of the existing Lot Owners shall be adjusted at the time Other Parcels are added to the Properties only to the extent that the total number of votes is increased by the number of Lots added, and the percentage which one vote bears to the total is thus diminished. If Other Parcels are added prior to the expiration of the Development Period, such Other Parcels shall initially be managed by the Declarant subject to the provisions of Article IV.

ARTICLE IV.
DEVELOPMENT PERIOD; MANAGEMENT RIGHTS OF
DECLARANT DURING DEVELOPMENT

Section 1. Management by Declarant. Development Period shall mean that period of time from the date of recording the Declaration until (1) a date five years from the date of recording this Declaration or (2) the thirtieth day after the Declarant has transferred title to the purchasers of Lots representing 99 percent of the total voting power of all Lot Owners as then constituted or (3) the date on which Declarant elects to permanently relinquish all of Declarant's authority under this Article IV by written notice to all Owners, whichever date first occurs. Until termination of the Development Period, either upon the sale of the required number of Lots, the expiration of five years, or at the election of the Declarant, the Property shall be managed and the Association organized at the sole discretion of the Declarant. If the Development Period has terminated under the foregoing provision (2), the addition of Other Parcels to the Properties already subject to this Declaration shall not change the fact that the Development Period has terminated as to the Properties. If the Development Period has not terminated pursuant to provision (2) herein before the addition of Other Parcels to the Properties, the 75 percent of the total voting power shall be determined in the basis of the voting power in all the Lots then in the Property after the addition of the Other Parcels.

Section 2. Notice to Owners. Not less than 10 nor more than 30 days prior to the termination of the Development period, the Declarant shall give written notice of the termination of the Development Period to Owner of each Lot. Said notice shall specify the date when the Development Period will terminate and shall further notify the Owners of the date, place and time when a meeting of the Association will be held. The notice shall specify that the purpose of the Association meeting is to elect new Officers and Directors of the Association. Notwithstanding any provision of the Articles or Bylaws of the Association to the contrary, for the purpose of this meeting, the presence, either in person or by proxy, of the Owners of five Lots shall constitute a quorum. The Board of Directors and Officers of the Association may be elected by a majority vote of said quorum. If a quorum shall not be present, the Development Period shall nevertheless terminate on that date specified in said notice and it shall thereafter be the responsibility of the Lot Owners to provide for the operation of the Association.

Section 3. Declarant may in his sole discretion, and at such times as the Declarant deems appropriate, appoint three persons who may be Lot Owners, or are representatives of corporate entities or other entities which are Lot Owners, as a Temporary Board. This Temporary Board shall have full authority and all rights, responsibilities, privileges and duties to manage the Properties under this Declaration and shall be subject to all provisions of this Declaration, the Articles and Bylaws, provided that after selecting a Temporary Board, the Declarant, in the exercise of his sole discretion, may at any time, terminate the Temporary Board and reassume his management authority under Article IV or select a new Temporary Board under this section of Article IV.

Section 4. So long as no Temporary Board is managing the Properties or until such time as the first permanent Board is elected, should Declarant choose not to appoint a Temporary Board, Declarant or a managing agent selected by the Declarant shall have the power and authority to exercise all the rights, duties and functions necessary to carry out the provisions of this Declaration, including but not limited to enacting reasonable administrative rules, contracting for required services, obtaining property and liability insurance, and collecting and expending all assessments an Association funds. Any such managing agent or the Declarant shall have the exclusive right to contract for all goods and services, payment for which is to be made from any monies collected from assessments.

Section 5. These requirements and covenants are made to ensure that the Properties will be adequately administered in the initial stages of development and to ensure an orderly transition to Association operations. Acceptance of an interest in a Lot evidences acceptance of this management authority in Declarant.

ARTICLE V. DEED AND DECLARATION OF EASEMENTS

Declarant hereby transfers and conveys to the Association for the common use and enjoyment of the Association and the Owners all easements aerated hereby in Common Maintenance Areas for the purpose of open space enjoyment, utilities and access, including all private roads as laid out on the Plat, reserving, however, to Declarant for the benefit of Declarant, his successors and assigns, an equal right to utilize all easements. The Declarant's and Association's right to use easements are subject to the right of the public to use rights-of-way which have been dedicated as public roads and are open to public access.

ARTICLE VI. ADMINISTRATION AND USE OF COMMON MAINTENANCE AREAS

Section 1. Alteration of Common Maintenance Areas. Nothing shall be altered, or constructed in, or removed from the Common Maintenance Areas except upon prior written consent of the Committee.

Section 2. Dumping in Tracts or Common Maintenance Areas. No trash, plant or grass clippings or other debris of any kind shall be dumped, deposited or placed on the Tracts or Common Maintenance Areas.

Section 3. Landscaping and Fencing. No structures or landscaping of any kind, including fences, walls or shrubs, may be built or placed within any rights-of-way or easements as delineated on the Plat except as deemed appropriate by the Committee. This prohibition shall not apply to cul-de-sac planters and the entrance area planters and walls.

Section 4. Other Parcels. If Other Parcels are added to the Properties, the Owners of Other Parcels shall share in the expense of maintaining Common Maintenance Areas.

ARTICLE VII.
**COMMON AREAS OWNED BY BROADHURST HOMEOWNER'S
ASSOCIATION AND DETENTION TRACTS**

Section 1. Detention Tracts. Tracts C, F and H have been set aside as Detention Tracts. These tracts have been dedicated to King County for the purpose of managing surface water. These tracts will be controlled by the King County Department of Public Works pursuant to the authority of Chapter 20.50 of the King County Code. King County shall also have responsibility for maintaining these tracts. Tract I is also dedicated to King County for possible future access under the following conditions: Tract I to be dedicated to King County for possible future roadway, if determined by King County Building and Lands Division that it is in the public interest to establish a public road for neighborhood circulation/access.

Any cost associated with the construction of the possible future thickened edge or equivalent roadway shall be borne by the owners of the parcels gaining access therefrom.

Residents of Broadhurst shall be prohibited from conducting any activity within Detention Tracts except Maintenance of Landscaping within a detention tract and or Maintenance and Landscaping within Tract I until, or if, it shall become a road. No activity will be permitted that would impair the function or operation of the detention facilities.

Section 2. Common Areas. Common Areas designated within the Division I plat of Broadhurst are as follows: Tracts A, B, and J, together with Tract G, designated as open space and recreation area, and Tracts D and E shown as open space in the Eastern portion of Division I. These areas have been or will be conveyed to the Association.

Section 3. Native Growth Protection Easement. Native Growth Protection Easements have been designated on the following lots. Such areas should have a building set-back line of 15 feet from the Native Growth Protection Easement. Lots 7, 8, 9, 10, 13, portion of Lots 30, 31, and the lower northern corner of Lot 32, the Southern 50' of lots 42, 43, 44, 45 and 49, together with Lots 39 and 40, the western edge of Lot 48, the eastern edge of Lot 47, and the western portion of Lot 49 and a 50' Native Growth Protection Easement along the western edge of Lots 50 and 51. Native Growth Protection Easements are dedicated to the public. This interest includes the preservation of native vegetation for all purposes that benefit the public health, safety and welfare, including control of surface water and erosion, maintenance of slope stability, visual and aerial buffeting, and protection of plant and animal habitat. The Native Growth Protection Easement imposes on all present and future owners and occupiers of land subject to the easement the obligation enforceable on behalf of the public by King County, to leave undisturbed, all

trees and vegetation within the easement. The vegetation within the easement may not be cut, pruned, covered by fill, removed or damaged without express permission from King County, which permission must be obtained in writing from King County, Building and Land Division, or its successor. If any natural vegetation is removed, it must be replaced by suitable landscaping. Before beginning, and during the course of any grading, construction, or other development activity within native growth protection designated areas, the common boundary between the easement and the area of development activity must be fenced or otherwise marked to the satisfaction of King County. Structures, fill and obstructions, including but not limited to decks, patios, out buildings or overhangs beyond 18" are prohibited beyond the building set back line, and within the native growth protection easement as shown on the plat.

Section 4. 40% Slope Areas. No Building is permitted within a 40% Slope area. A 50 foot building setback from the edge of all 40% Slope Areas as shown on the recorded plat shall be observed. Designated 40% Slope Areas are found within Division I on Lots 10 and 49. Forty percent Slope Areas shall be bound by the same conditions that apply to Native Growth Protection Easements recited in Article VII, Section 3.

ARTICLE VIII.

MAINTENANCE OF THE COMMON AREAS AND SITES

DELEGATION OF MANAGEMENT

Section 1. Cleaning Rights-of-Way Within the Plat. The Association shall be responsible for cleaning all rights-of-way within the Plat.

Section 2. Responsibility for Maintaining Common Maintenance Areas. The Association is responsible for maintaining and preserving the character of areas designated on the face of the Plat as Common Maintenance Areas. Common Maintenance Areas have been set aside for landscaping and community identification purposes.

Section 3. Repair of Common Maintenance Areas. Any damage to Common Maintenance Areas or improvements thereon, including landscape plantings, sprinkler systems, fences, berm, etc., by the Owners or their children shall be repaired within one week by the Owner who caused the area to be damaged. If such repairs are not made timely, the Association shall execute the repair and the Owner will be obliged to immediately remit funds for the repair. If the Owner fails to promptly make payment for such repairs, the Owner will be charged interest at the rate of 12 percent per annum.

Section 4. Maintenance of Landscaping. It shall be the responsibility of the Association to maintain: the planter islands in cul-de-sacs within the Plat and the entry planters, owned by King County, at the entrance to the Plat on Ames Lake Road; the landscape planting on Tracts C, F, H, and I, including the playfield area in Tract G; the landscaping and sprinkler system in Tracts A, B, I, and J, together with fenced areas along Ames Lake Road.

Section 5. Management. Each Owner expressly covenants that the Board and the Declarant, during the Development Period, may delegate all or any portion of their management authority to a managing agent, manager or officer of the Association and may enter into such management contracts or other service contracts to provide for maintenance and the operation of Common Areas and any portion thereof. Any management agreement or employment agreement for the maintenance or management of the Common Areas or any portion thereof shall be terminable by the Association without cause upon 90 days written notice thereof; the term of any such agreement shall not exceed three years, renewable by agreement of the parties for successive three-year periods. Each Owner is bound to observe the terms and conditions of any such management agreement or employment contract, all of which shall be made available for inspection by any Owner on request. Any fees or salaries applicable to any such management, employment or service agreement shall be assessed to each Owner.

ARTICLE IX. ASSESSMENTS

Section 1. Each Owner of any Lot, by acceptance of a deed thereof, whether it shall be so expressed in each deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges and (2) special assessments for capital improvements. If the owner fails to timely pay assessments within 30 days of the date specified by the Association, the annual and special assessments, together with any interest, costs and any reasonable attorney's fees incurred to collect such assessments, shall be a lien on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with any interest, costs and reasonable attorney's fees incurred in attempting to collect the assessment, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them. The Association shall record such liens in the Office of the King County Auditor.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and for the improvement and maintenance of the Common Areas and for those utility obligations and charges which may be associated with those areas. Those utilities shall be for electricity and water as used within common maintenance areas, and/or the playfield area, as provided for in Article VII.

Section 3. Annual Assessments. Until January 1990, the annual assessment shall be \$125.00. Thereafter, the annual assessment will become \$200.00 per lot; .06 percent of which shall be allocated and paid to the Declarant for Plat management services provided by the Declarant to the Association or by a professional management firm. Such allocations of funds to the Declarant shall cease when the Development Period expires and the Association assumes collection costs, bookkeeping, and other management responsibilities which are described with particularity in the Bylaws of the Association.

The annual assessment may be increased during the Development Period to reflect increased (1) maintenance costs, (2) repair costs, or (3) plat management costs. All increases in the annual assessment during the Development Period must directly reflect increases in the above recited costs.

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

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

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

Section 4. Special Assessments for Capital Improvement. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a common assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvement upon the Common Maintenance Areas or any improvements upon the Common Areas not prohibited by this Declaration, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the members of the Association who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 of this Article shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first meeting called, the presence of 60 percent of the members of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement; the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and must be collected on a monthly basis, provided, however, that any unimproved Lot owned by the Declarant shall not be subject to any assessment or charge herein described.

Section 7. Date of Commencement of Annual Assessment; Due Dates. The annual assessments described in this Article shall commence in July 1988. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. After the Development Period expires, the Board of Directors shall fix the annual assessment. Written notice of the annual assessment shall be sent to every Owner subject

to such assessments. The due date shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date issuance.

Section 8. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest at the rate of prime plus ten percent per annum commencing from 30 days after the due date. For the year 1995 only, interest on delinquent assessments for all Owners shall be assessed at the rate of 12 percent per annum commencing from 30 days after the due date of the assessment. Each Owner hereby expressly vests in the Association or its agents the right and power to bring all actions against such Owner personally for the collection for such assessments as debts and to enforce lien rights of the Association by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in like manner as a mortgage of real property. Such Owner hereby expressly grants to the Association the power of sale in connection with such liens. The liens provided for in this section shall be in favor of the Association and shall be for the benefit of the Association. The Association shall have the power to bid in an interest at foreclosure sale and to acquire, hold, lease, mortgage and convey the same. The Owner is responsible for payment of all attorney's fees incurred in collecting past due assessments or enforcing the terms of assessment liens (see Article XVIII, Section 4). No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Areas or abandonment of his lot.

The Association shall have the right to suspend the voting rights and all rights and membership privileges of an Owner for any period during which any assessment against the Lot remains unpaid for a period of 60 days or more, or for any infraction of the terms within this Declaration, the Articles or the Bylaws of the Association.

Section 9. Mortgage/Deed of Trust Beneficiary Protection Priority of Mortgages. Notwithstanding and prevailing over any other provisions of this Declaration, the Association's Articles of Incorporation of Bylaws, or any rules, regulations, or management agreements, the following provisions shall apply to and benefit each holder of a mortgage or the beneficiary of a Deed of Trust, given for the purpose of obtaining funds for the construction or purchase of a Residence on any Site or the purchase or improvement of any Site, and each real estate contract vendor. All liens allocated under this Declaration upon any Site for assessments shall be subject to and subordinate to the rights of such mortgage holder, beneficiary, or real estate contract vendor; provided that any such mortgage was made in good faith and for value.

The holder of a mortgage or beneficiary of a Deed of Trust entitled to the protection hereof and real estate contract vendors shall not in any case or manner be personally liable for the payment of any assessment or charge, nor for the observance or performance of any covenant, restriction, regulation, rule, Association Article of

Incorporation or Bylaw, or management agreement, during the time the Owner has possession of the Site, except for those matters which are enforceable by injunctive or other equitable actions, not requiring the payment of money, except as hereinafter provided.

Foreclosure of Mortgage or Deed of Trust. During the pendency of any proceeding to foreclose said mortgage or Deed of Trust, the holder of said mortgage or Deed of Trust, or the receiver, if any, may exercise any or all of the rights and privileges of said defaulting contract vendee, including but not limited to the right to vote as a member of the Association to the exclusion of the defaulting contract vendee's exercise of such rights and privileges.

At such time as said mortgagee, beneficiary, or real estate contract vendor shall be subject to all of the terms and conditions of the Declaration, and the Articles and Bylaws of the Association, including but not limited to, the obligation to pay all assessments and charges accruing thereafter, in the same manner as any Owner; provided, however, said mortgagee, beneficiary, or real estate contract vendor shall acquire the title to said Site free and clear of any lien authorized by or arising out of any provisions of the Declaration which secure the payment of any assessment or charges accrued prior to the date said mortgagee, beneficiary or real estate contract vendor became entitled to possession of the Site. Any unpaid assessment against a Site foreclosed against or where the interest of the real estate contract vendee is terminated may be deemed a common expense collectible from all other Owners. Any such unpaid assessment shall continue to exist as a personal obligation to the defaulting Owner, his successor and assigns.

Copies of Notices. In the event the Association gives to any Owner of a Site any notice that such Owner has for more than thirty (30) days failed to meet any obligation under this Declaration, including the obligation to pay the common expense assessment, the Association shall also give a copy of such notice to the holder of the mortgage, beneficiary, or contract vendor of such Site who has requested to be so notified. Any holder of the mortgage, beneficiary, or contract vendor shall, upon request, be entitled to receive notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

Requests. When the holder of a mortgage, deed of trust, or contract vendor has filed a written request with the Board for information related to its mortgage, deed of trust, or contract, the Board shall furnish such information to such mortgage holder, beneficiary, or contract vendor, which is intended to cover the Site on which the holder of a mortgage, deed of trust, or contract vendor has a lien.

Section 10. Exempt Property. All property dedicated to and accepted by local public authority shall be exempt from the assessments provided for in this Article. Property owned by Declarant shall also be exempt from such assessment.

Section 11. Management by Declarant During the Development Period. Declarant, at its option, shall have and may exercise all of the rights and powers herein

given to the Association. Such rights and powers are reserved by the Declarant, its successors and assigns and provided in Article IV. Declarant shall have the right and option to assess owners for actual costs of maintaining Common Areas, Common Maintenance Areas and rights-of-way and a Plat management fee during the Development Period.

ARTICLE X. MAINTENANCE OF LOTS

Section 1. Exterior Maintenance by Owner. Each owner hereby covenants and agrees to maintain his respective site. The residence located thereon, if any, and the septic tank, sewer system, reserve septic tank, drainfield, surface water retention system, and any other utilities on or pertinent to the site, if any, in the same condition as a reasonable prudent homeowner would maintain his own home so that the entire property will reflect a high pride of ownership. Each site shall be kept free of accumulations of litter, junk, containers, equipment, building materials, and other debris. All refuse shall be kept in sanitary containers sealed from the view of any Lot; the containers shall regularly be emptied and the contents disposed of off the Properties. No grass cuttings, leaves, limbs, branches, and other debris from vegetation shall be dumped or allowed to accumulate on any part of the Properties, except that a regularly tended compost device shall not be prohibited. If any owner shall fail to maintain his site, reserve common area, or utilities located thereon in the same condition as a reasonable prudent homeowner, the Association shall have the right to notify said owner in writing of the maintenance required. No storage of goods, vehicles, boats, trailers, trucks, campers, recreational vehicles, or any other equipment or device shall be permitted in open view from any Lot or right-of-way. (Vehicles, boats, trailers, trucks, campers and recreational vehicles shall be referred to as "Vehicles"). This provision shall not exclude temporary (less than 24 hours) parking of Vehicles on the designated driveway areas adjacent to garages on the Lots. This paragraph is not meant to disallow permanent (more than 24 hours) parking or storage of Vehicles on the Lots, but if stored, Vehicles shall be adequately screened from the view of adjacent rights-of-way and Lots. Screening of such Vehicles must have the approval of the Committee. Upon 48 hours notice to the Owner of an improperly parked Vehicle, the Board has the authority to have towed, at the Owner's expense, any Vehicles visible from the right-of-way or adjacent Residences that are parked on the Lot or within the right-of-way for more than 24 hours.

Notwithstanding the foregoing, Owners who have visiting guests intending to stay in such a Vehicle may secure written permission from the Board for such guest to park the Vehicle upon the Lot owned by the Owner for a maximum period of one week. Such a privilege shall only exist, however, after the written permission has been obtained from the Board.

Section 2. Easement for Enforcement Purposes. Owners hereby grant to the Association an express easement for purposes of going upon the Lots of the Owners for the

purpose of removing Vehicles or other similar objects which are parked or stored in violation of the terms of this Declaration.

Section 3. Lot Maintenance by the Association. In the event that an Owner shall fail to maintain the exterior of his premises and the improvements situated thereon in a manner consistent with maintenance standards of the Broadhurst community, the Board shall, upon receipt of written complaint of any Owner, and subsequent investigation which verifies that complaint, have the right through its agents and employees to enter upon the offending Owner's Lot and repair, maintain and restore the Lot and exterior of the improvements on that Lot if the Owner shall fail to respond in a manner satisfactory to the Board within 45 days after mailing of adequate notice by certified mail to the last known address of the Owner. The cost of such repair, maintenance or restoration shall be assessed against the Lot, and the Board shall have the right to cause to be recorded a notice on lien for labor and materials furnished, which lien may be enforced in the same manner as any other monthly or special assessment.

Section 4. Enforcement During the Development Period. During the Development Period, the Declarant may elect to exercise and perform the functions of the Board. If the Declarant elects not to perform this function or at any time elects to no longer perform this function, the Declarant shall appoint the Temporary Board to function as provided herein.

ARTICLE XI. HOMEOWNER'S ASSOCIATION

Section 1. Non-Profit Corporation. The Association shall be a non-profit corporation under the laws of the State of Washington.

Section 2. Membership. Every person or entity which is an Owner of any Lot shall become a member of the Association. Membership shall be appurtenant to the Lot and shall not be assigned or conveyed in any way except upon the transfer of title to said Lot and then only to the transferee of title to the Lot. All Owners shall have the rights and duties specified in this Declaration, the Articles and the Bylaws of the Association.

Section 3. Voting Rights. Owners, including the Declarant, shall be entitled to one vote for each Lot owned. When more than one person or entity owns an interest in any Lot, the vote for that Lot shall be exercised as the Owners decide to exercise that vote but, in no event, shall more than one vote be cast with respect to any Lot nor shall any vote be divided. The voting rights and all rights and membership privileges of any Owner may be suspended as provided for in this Declaration, the Articles and the Bylaws of the Association.

Section 4. Meetings. Meetings shall be conducted in accord with the specifications set forth in the Bylaws of the Broadhurst Homeowner's Association.

ARTICLE XII.

MANAGEMENT BY BOARD

Section 1. Expiration of the Development Period. Upon expiration of the Declarant's management authority under Article IV, all administrative power and authority shall vest in a Board of three directors who need not be members of the Association. The Association, by amendment of the Bylaws, may increase the number of directors. All Board positions shall be open for election at the first annual meeting after termination of the Development Period under Article IV.

Section 2. Terms. The terms of the Board are defined in the Bylaws.

Section 3. Powers of the Board. All powers of the Board must be exercised in accord with the specifications which are set forth in the Bylaws. The Board, for the benefit of all the Properties and the Lot Owners, shall enforce the provisions of this Declaration and the Bylaws. In addition to the duties and powers imposed by the Bylaws and any resolution of the Association that may hereafter be adopted, the Board shall have the power and be responsible for the following, in a way of explanation but not limitation:

- (a) **Insurance.** Obtain policies of general liability insurance.
- (b) **Legal and Accounting Services.** Obtain legal and accounting services if necessary to the administration of Association affairs, administration of the Common Areas, or the enforcement of this Declaration.
- (c) **Maintenance.** Pay all costs of maintaining the Common Areas and Common Maintenance Areas.
- (d) **Maintenance of Lots.** If necessary, maintain any Lot if such maintenance is reasonably necessary in the judgment of the Board to (1) protect Common Areas and Common Maintenance Areas or (2) to preserve the appearance and value of the Properties or Lot. The Board may authorize such maintenance activities if the Owner or Owners of the Lot have failed or refused to perform maintenance within a reasonable time after written notice of the necessity of such maintenance has been delivered by the Board to the Owner or Owners of such Lot, provided that the Board shall levy a special assessment against the Owner or Owners of such Lot for the cost of such maintenance.
- (e) **Discharge of Liens.** The Board may also pay any amount necessary to discharge any lien or encumbrance levied against the entire Properties or any part thereof which is claimed or may, in the opinion of the Board, constitute a lien against the Properties or against the Common Areas rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such liens, they shall be jointly and severally liable for the cost of discharging it and any costs or expenses, including any reasonable attorney's fees and costs of title search incurred by the Board by reason of such lien or liens. Such fees and costs shall be assessed against the Owner or Owners and the Lot responsible to the extent of their responsibility.

(f) **Utilities.** Pay all utility charges attributable to Common Areas and Common Maintenance Areas.

(g) **Security.** Pay all costs deemed appropriate by the Board to ensure adequate security for the Lots and Common Areas constituting the residential community created on the Properties.

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

(i) **Improvement of Common Areas.** Improve the Common Areas with capital improvements to such Common Areas; provided that for those capital improvements exceeding \$15,000, 60 percent of the Owners must approve the addition of such capital improvements to the Common Areas.

(j) **Right of Entry.** Enter any Lot or Residence, when reasonably necessary, in the event of emergencies or in connection with any maintenance, landscaping or construction for which the Board is responsible. Except in cases of emergencies, the Board, its agents or employees shall attempt to give notice to the Owner or occupant of any Lot or Residence 24 hours prior to such entry. Such entry must be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board if the entry was due to an emergency (unless the emergency was caused by the Owner of the Lot entered, in which case the cost shall be specially assessed to the Lot). If the repairs and maintenance activities were necessitated by the Owner's neglect of the Lot, the cost of such repair or maintenance activity shall be specially assessed to that Lot. If the emergency or the need for maintenance or repair was caused by another Owner of another Lot, the cost thereof shall be specially assessed against the Owner of the other Lot.

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

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

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

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

(o) **Impose Assessments.** Impose annual and special assessments.

(p) **Bank Account.** Open a bank account on behalf of the Association and designate the signatures required.

(q) **Exercise of Powers, Duties and Authority.** Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of the Bylaws, Articles of Incorporation or this Declaration. The Board shall have all powers and authority permitted to it under this Declaration and the Bylaws. However, nothing herein contained shall be construed to give the Board authority to conduct a business for profit on behalf of one the Owners or all of them.

ARTICLE XIII. LAND USE RESTRICTIONS

Section 1. All lots within the Properties shall be used solely for private single-family residential purposes. No two homes shall have the same exterior design. Private single-family residences shall consist of no less than one Lot. No residence shall be constructed which exceeds three stories in height or 36' from finished floor to ridge line, inclusive of basement. Each residence must have a private enclosed car shelter for not less than 3 cars. Each residence must have driveway of aggregate concrete or material of equal or higher quality. The driveway of each residence must have a suitable entranceway feature at connection to the street. Rambler-type residences (residences consisting of a basement and one story or residences consisting of a single story), not to exceed 28' in height from finished floor to ridge line, shall not be less than 2,500 square feet of living area. Multi-story residences (residences consisting of a basement and two stories or residences consisting of two stories) shall contain not less than 2,800 square feet of living area. In computing the total square footage of living area of a residence, living area square footage shall be measured by the outside dimensions of the residences, less the garage area.

Section 2. No Lot shall be used in a fashion which unreasonably interferes with the other Owner's right to use and enjoy their respective Lots or Common Areas. The Board, the Committee designated by it, or the Declarant during the Development Period, shall determine whether any given use of a site unreasonably interferes with those rights; such determinations shall be conclusive.

Section 3. No noxious or offensive activity shall be conducted on any Lot or Common Area not shall anything be done or maintained on the Properties which may be or become an activity or condition which unreasonably interferes with the right of other Owners to use and enjoy any part of the Properties. No activity or condition shall be conducted or maintained on any part of the Properties which detracts from the value of the Properties as a residential community. No untidy or unsightly condition shall be maintained on any property. Untidy conditions shall include, but are not limited to, publicly visible storage of wood, boats, trailers, recreational vehicles and disabled vehicles of any kind whatsoever.

Section 4. (1) In order to preserve as much of the natural beauty, shrubs, and plants as possible within the Property, Owners of each Site are encouraged to remove from said Site only such shrubs and foliage as necessary to prepare the Site for building. Owners shall not remove live-standing trees from Sites or the Common Areas unless such removal shall be approved in writing by the Board, Committee, or Declarant.

(2) Trees, hedges, shrubbery or other plants exceeding the maximum roof height of the Residence and appurtenant structures located on a Site shall not be placed or planted on any Site if the planting of such tree, hedge or shrubbery unreasonably interferes with any other Owner's view or enjoyment of his Site, nor shall any such planted tree, hedge or other plant be permitted to grow to a height exceeding the maximum roof height of the Residence located on the Site if such tree, hedge, or shrub unreasonably interferes with any other Owner's view or enjoyment of his Site.

Fences, walls or shrubs are permitted to delineate the Lot lines of each Lot, subject to (1) the approval of the Committee and (2) determination whether such fences, walls or shrubs would interfere with utility easements reflected on the face of the Plat and other easements elsewhere recorded. No barbed wire, chain link, electrified 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 or installation.

Section 5. No structure of a temporary character or trailer, recreational vehicle, basement, tent, shack, garage, barn or other out buildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 6. Mining. No oil drilling, oil development operations, oil refining quarrying, or mining operation of any kind shall be permitted on or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted on or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. Oil storage for residential heating purposes is permissible if the storage tank is buried.

Section 7. Building Setbacks. The minimum front setback requirement for all residences in the Plat shall be 75 feet. Side yard setback requirements shall be 20 feet. No dwelling shall be located on any Lot nearer than 20 feet to the rear Lot line. For the purpose of this Covenant, eaves, steps, chimneys and open porches shall not be considered part of the dwelling; provided, however, that this shall not be construed to permit any portion of a dwelling on a Lot to encroach upon another Lot or upon any easement indicated in the face of the Plat or as otherwise recorded or upon Common areas.

Section 8. Signs. No signs, billboards, or other advertising structure or device shall be displayed to the public view on any Lot except one sign not to exceed five square feet in area may be placed on a Lot to offer the property for sale or rent. Signs also may be used by a builder to advertise the property during the construction and sale period. Political yard signs, not more than five square feet, of a temporary nature will be allowed

during campaign periods on Lots. Within five days of the occurrence of the election, such signs must be removed from the Lots. The Board may cause any sign placed on Properties in violation of this provision to be removed and destroyed.

Section 9. Animals. No animals other than dogs, cats, caged birds, tanked fish, and other conventional small household pets may be kept on Lots. Dogs shall not be allowed to run at large. Leashed animals are permitted within rights-of-way. Efforts should be made by the person accompanying the animal to remove animal waste deposited on lawns and rights-of-way. All pens and enclosures must be approved by the Committee prior to construction and shall be kept clean and odor free at all times. If the investigation of the Board indicates that animals are kept in violation of this section, the Board will give the Owner 10 days written notice of the violation. Such violation must be remedied by the Owner within 10 days. Failure to comply with the written notice will result in a fine of \$25 per day. The Association shall be entitled to attorney's fees for any action taken to collect such fines in accord with the provisions of Article XVIII, Section 4.

Section 10. Delegation of Use and Responsibilities. Any member may delegate, in accord with the Bylaws of the Broadhurst Homeowner's Association, his right of enjoyment of the Common Areas to members of his family, his tenants, or contract purchasers who reside on the property. In the event an Owner rents or leases his property, a copy of this Declaration as well as any rules and regulations that may be adopted by the Association shall be made available by the Owner to the prospective renter at the time of the commitment to the rental agreement. Each Owner shall also be responsible for informing guests and service personnel of the contents of this Declaration, as well as any rules and regulations that may be adopted by the Association as they may relate to appropriate community behavior.

ARTICLE XIV. BUILDING RESTRICTIONS

Section 1. Building Materials. Homes constructed on the lots may be constructed of cedar, stone, brick, stucco or dryvit. All homes constructed on each Lot shall be built of new materials, with the exception of décor items such as used brick, weathered planking, and similar items. The Committee will determine whether a used material is a décor item. In making this determination, the Committee will consider whether the material harmonizes with the aesthetic character of the Broadhurst development and whether the material would add to the attractive development of the subdivision. All roofs are to be unpainted cedar shingles, shakes or tile. All siding and trim are to be resawn wood of a color approved by the Committee. All visible masonry shall be native stone, brick or stucco. Aesthetically appropriate wood, brick, stucco or stone chimneys will be approved by the Association and high quality vinyl clad or wood windows will be allowed by the Association.

If inferior materials are utilized, the Committee will require that such materials be replaced. The (1) grade of materials and (2) price of materials shall be relevant considerations in determining whether the materials are of equivalent quality.

Section 2. Plan Checks/Construction Cleanup Fee. All owners and builders shall be required to cleanup the Lot within 10 days of completing construction. Each Lot Owner at the time of submission of plans to the Architectural Committee shall be required to pay a \$550 fee to the Committee to be used as follows:

- (a) \$200 for house plan check; and
- (b) \$350 as a damage deposit to be held until house construction is complete. The damage deposit will be used in the event the Owner does not clean up his Lot within 10 days of completing construction in which case the Committee will handle the cleanup and deduct the cost of such cleanup from the \$350 deposit.

Section 3. Permits. No construction or exterior addition or change or alteration of any structure may be started on any portion of the Properties without the Owner first obtaining a building permit and other necessary permits from the proper local governmental authority and written approval of such permits from the Board, Committee or the Declarant. The Committee must approve the plans for all construction or alteration proposals (see Article XVII).

Section 4. Codes. All construction shall conform to the requirements of the State of Washington's Rules and Regulations for Installing Electric Wires and Equipment, and Uniform Codes (building, mechanical, plumbing), in force at the commencement of the construction, including the latest revisions thereof.

Section 5. Time of Completion. The Exterior of any structure, including painting or other suitable finish and initial landscaping to include lawn and garden beds with trees, shrubs and other plantings on all sides of home, shall be completed within seven months of the beginning of construction so as to present a finished appearance when viewed from any angle. The construction area shall be kept reasonably clean during the construction period.

Section 6. Entry for Inspection. Any agent, officer or member of the Board, Committee, or the Declarant may, at any reasonable predetermined hour, upon 24 hours notice during construction or exterior remodeling enter and inspect the structure to determine if there has been compliance with the provisions of this Declaration. The above recited individuals shall not be deemed guilty of trespass for such entry or inspection. There is created an easement over, upon and across the residential Lots for the purpose of making and carrying out such inspections.

Section 7. Contractor. No home may be constructed on any Lot other than by a contractor licensed as a general contractor under the statutes of the State of Washington without the prior approval of the Committee.

ARTICLE XV. UTILITIES

Section 1. Wiring. The wiring of all buildings of any kind shall be underground.

Section 2. Antennae. No radio or television antennae, transmitters or parabolic reflectors (Satellite dish antennae) shall be permitted unless approved by the Committee.

Section 3. Water and Septic Systems. There shall be no water wells on Sites. Owners of all Sites desiring a water supply must be connected to the central community water system to be installed by the Declarant and dedicated to and maintained by King County Water District No. 122.

Owners of Sites shall install septic tank systems and accompanying drainfields in compliance with the requirements of the King County Health Department. When and where required, said drainfields may extend beyond Site lines if such extension is approved by the Board, the Committee, or Declarant as herein provided. The Board, the Committee or Declarant shall not act to unreasonably withhold its approval or prevent the Owner from obtaining the necessary drainfield area. There is hereby created, granted and conveyed, and easement over, upon, across, and under the common Areas for the benefit of each Site and the Owner thereof, for the installation, construction, maintenance, and repair of said drainfields, as necessary. Said easement shall run with the land and shall benefit each of the Sites.

It shall be the duty of the Owner of each Site to connect all roof drains and/or area storm drains on Sites to the storm drainage system on the Property or comply with any other requirement of King County with respect to surface water drainage.

All septic systems serving Lots within the Plat must be professionally designed and meet all requirements of the King County Health Department and any requirements of the Architectural Control Committee. No Lot clearing shall be commenced until the Architectural Control Committee (or the Developer during the Development Period) has approved the septic system serving the Lot.

Section 4. No exterior mercury vapor lamps are permitted on Sites.

ARTICLE XVI. HORSES AND EQUESTRIAN FACILITIES

Section revoked by amendment.

ARTICLE XVII. ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee (“Committee”). Upon termination of the Development Period, the Board shall appoint a Committee. The Committee shall consist of not less than three and not more than five members. It is not a requirement that members of the Committee be (1) Owners or (2) members of the Association.

During the Development Period, the Declarant may elect to exercise and perform the functions of the Committee. If the Declarant elects not to perform this function, the Declarant or the Board shall appoint the Committee to function as herein provided. After termination of the Development Period, the functions of the Committee shall be performed by the Board until such time as the Board shall appoint and designate the Committee. The Committee shall be appointed within one month of the election of the Board following the termination of the Development Period.

Section 2. Jurisdiction and Purpose. The Committee or the Declarant shall review proposed plans and specifications for Residences, accessory structures (e.g., garden sheds, tool sheds, doll houses and playground equipment), fences, walls, appurtenant recreational facilities (e.g., hot tubs, spas, basketball courts and/or hoops, tennis courts, swimming pools, bath houses, stables and barns), or other exterior structures to be placed upon the Properties. No exterior addition or structural alteration may be made until plans and specifications showing the nature, kind, shape, height, materials and location of the proposed structure or alteration have been submitted to and approved, in writing, by the Committee. The Committee shall also review proposals to change the exterior color of the homes in the Plat. The Committee shall determine whether the exterior design and location of the proposed structure, alteration, or color change harmonizes with (1) surrounding structures, (2) surrounding natural and built environment, and (3) aesthetic character of other homes in the Plat. The Committee shall exercise no control over the interior design of homes and shall make no suggestions relative to interior design.

Section 3. Membership. The Committee shall be designated by the Board. An election to fill either a newly created position on the Committee or a vacancy on the Committee requires the vote of the majority of the entire Board. However, the Board is not obliged to fill a vacancy on the Committee unless the membership of the Committee numbers less than three persons.

Section 4. Designation of a Representative. The Committee may unanimously designate one or more of its members or a third party to act on behalf of the Committee with respect to both ministerial matters and discretionary judgments. The Decisions of such individuals are subject to review by the entire Committee at the request of any member of the Committee.

Section 5. Donation of Time. No member of the Committee shall be entitled to any compensation for services performed on behalf of the Committee. Committee members shall have no financial liability resulting from Committee actions.

Section 6. Address of the Committee. The address of the Committee shall be determined by a majority vote by members of the Committee.

Section 7. Voting. Committee decisions shall be determined by a majority vote by the members of the Committee.

Section 8. Submission of Plans. All plans and specifications required to be submitted to the Committee shall be submitted by mail to the address of the Committee in duplicate. Any plans submitted to the Committee by an applicant shall be reviewed by the Committee. The written submission shall contain the name and address of the Owner submitting the plans and specifications, identify the Lot involved, and the following information about the proposed structure:

- (a) The location of the structure on the Lot and relationship to the septic tank drain field and septic tank reserve area. The reserve drainage area and if required Native Growth Protection Easements or absence of same.
- (b) The elevation of the structure with reference to the existing and finished Lot grade and view corridor;
- (c) The general design;
- (d) The interior layout;
- (e) The exterior finish materials and color including roof materials;
- (f) The landscaping plan; and
- (g) Other information which may be required in order to determine whether the structure conforms to the standards articulated in this Declaration and the standards employed by the Committee in evaluating development proposals.

Section 9. Plan Check Fee. All individuals submitting plans to the Committee shall be obliged to pay a reasonable plan check fee to cover the administrative costs of reviewing such development proposals. It will be necessary to pay the plan check fee upon submitting plans and specifications to the Committee. A plan check fee of \$200 will be charged to review plans and specifications for new Residences and major remodels. A fee of \$25 will be charged for review of other structures.

Section 10. Evaluating Development Proposals. The Committee shall have the authority to establish aesthetic standards for evaluating development proposals. In addition to such standards, in evaluating development proposals, the Committee shall determine whether the external design, color, building materials, appearance, height, configuration, and landscaping of the proposed structure harmonize with (1) the various features of the natural and built environment, (2) the aesthetic character of the other homes in Broadhurst, and (3) any other factors which affect the desirability or suitability of a proposed structure or alteration. The Committee shall decline to approve any design which (1) fails to meet the above recited standards and aesthetic standards promulgated by the Committee, (2) impacts adversely on nearby Properties and Common Areas, (3) impairs the view of nearby Properties, or (4) is a temporary or non-permanent nature. Committee determinations may be amended by a majority vote of the Committee members.

Section 11. Approval Procedures. Within 30 days after the receipt of plans and specifications, the Committee shall approve or disapprove the proposed structure. The Committee may decline to approve plans and specifications which, in its opinion, do not conform to restrictions articulated in this Declaration or to its aesthetic standards. The Committee shall indicate its approval or disapproval on one of the copies of the plans and specifications provided by the applicant and shall return the plan and specifications to the address shown on the plans and specifications. In the event that no disapproval of such plans and specifications is given within 30 days of submission, copies of plans and specifications shall be delivered to the Owners of the adjacent Lots within the Properties together with a statement to the effect that (1) the plans and specifications have been submitted to the Committee, (2) 30 days have passed since date of submission and no action has been taken on the plans and specifications by the Committee, and (3) unless a legal action by the Owners to enjoin the construction pursuant to the submitted plans and specifications is filed within 10 days of delivery of the copies of the submitted plans and specifications to adjacent property Owners, the plans and specifications shall be deemed to be approved by the Committee and construction pursuant to the plans and specifications may be commenced.

Section 12. Compliance with Codes. In all cases, ultimate responsibility for satisfying all local building codes and requirements rests with the Owner and contractor employed by the Owner. The Committee has no responsibility for ensuring that plans and specifications which it reviews comply with local building codes and requirements. The Committee shall be held harmless in the event a structure which it authorizes fails to comply with relevant building and zoning requirements. No person on the Committee or acting on behalf of the Committee shall be held responsible for any defect in any plans or specifications which are approved by the Committee nor shall any member of the Committee or any person acting on behalf of the Committee be held responsible for any defect in a structure that was built pursuant to plans and specifications approved by the Committee.

Section 13. Variation. The Committee shall have the authority to approve plans and specifications which do not conform to these restrictions in order to (1) overcome

practical difficulties or (2) prevent undue hardship from being imposed on an Owner as a result of applying these restrictions. However, such variations may only be approved in the event that the variation will not (1) detrimentally impact on the overall appearance of the development, (2) impair the attractive development of the subdivision or (3) adversely affect the character of nearby Lots or Common Areas. Granting such a variation shall not constitute a waiver of the restrictions articulated in this Declaration. Variations shall only be granted if the Committee determines that the variation would further the purpose and intent of these restrictions. Variations shall only be granted in extraordinary circumstances.

Section 14. Enforcement. In any judicial action to enforce a determination of the Committee, the losing party shall pay the prevailing party's attorney's fees, expert witness fees, and other costs incurred in connection with such a legal action or appeal (see Article XVIII, Section 4).

Section 15. Review by Architect. The applicant shall have the right to request a review of submitted plans by an architect retained by the Association to assist the committee in its approval process. The Association shall pay a maximum \$200 of the architect's fee for the review. All architect's fees beyond \$200 will be paid by the applicant.

Section 16. Dispute Resolution. The Committee shall act reasonably and will provide a written explanation of any decision upon written request. If an Owner believes that the Committee acted unreasonably with regard to a specific set of plans, the Owner may bring this dispute to binding arbitration with a JAMS appointed arbitrator under the following conditions: (a) each side bears its own attorney's fees; (b) the Owner and the Association will share the cost on a 50/50 basis for the arbitration, independent of attorney's fees. The decision will be rendered by the arbitrator no later than 45 days from the Board of Directors' receipt of written notice that an Owner is electing to utilize the arbitration process. The issue to be arbitrated will be whether the Committee acted reasonably or not, and if not, what reasonable action would have been. The arbitration will be concluded within a maximum of one day.

ARTICLE XVIII. GENERAL PROVISIONS

Section 1. Covenants Running with the Land. These covenants are to run with the land and be binding on all parties and persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time the covenants will be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the individuals then owning Lots has been recorded which reflects their intent to amend the covenants in whole or in part.

Section 2. Amendment. The covenants and restrictions articulated in this Declaration shall run with the land and bind the land for a term of 30 years from the date

that this Declaration is recorded. After 30 years have expired, the covenants shall be automatically extended in accordance with the provisions set forth in Section 1 of this Article. This Declaration and the Bylaws may be amended during the initial 30 year period if 75 percent of the members vote to amend a particular provision of either instrument. This requirement does not apply to adoption of the First Amendment or to any bylaw amendments adopted prior to July 25, 1995. This Declaration may be amended during the Development period by any instrument signed by both the Declarant and the Owners of at least 51 percent of the Lots, including those owned by the Declarant. The provisions expressly referring to the Declarant may not be amended without the Declarant's approval. All amendments must be filed with the office of the King County Auditor.

Section 3. Enforcement. The Association, the Board, or any Owner shall have the right to enforce by any legal proceeding, all restrictions, conditions, covenants, reservations, liens and changes now or hereafter imposed by the provisions of this Declaration.

Section 4. Attorney's Fees. In the event that it is necessary to seek the services of an attorney in order to enforce any (1) provision of this Declaration or (2) lien created pursuant to the authority of this Declaration, the individual against whom enforcement is sought shall be obliged to pay attorney's fees incurred. If the Owner fails to pay such fees within 60 days, such fees shall become a lien against the Owner's Lot.

If any legal action commenced in order to enforce the provisions of this Declaration, the prevailing party shall be entitled to recover all reasonable attorney's fees and expert witness fees incurred in order to enforce the provisions of this Declaration. The prevailing party shall also be entitled to recover all costs.

Section 5. Successors and Assigns. The covenants, restrictions and conditions articulated in this Declaration shall run with the land and shall accordingly be binding on all successors and assigns.

Section 6. Severability. The invalidity of any one or more phrases, clauses, sentences, paragraphs or sections hereof shall not affect the remaining portions of this Declaration or any part thereof. In the event that one or more of the phrases, clauses, sentences, paragraphs or sections contained herein should be invalid, this Declaration shall be construed as if the invalid phrase, clause, sentence, paragraph or section had not been inserted.

Section 7. Rule Against Perpetuities. In the event that any provision or provisions of this Declaration violate the rule against perpetuities, such provision or provisions shall be construed as being void and of no effect as of 21 years after the death of the last survivor of all the incorporator's children and grandchildren who shall be living at the time this instrument is executed, whichever is later.

In witness whereof, this Restated Declaration was executed by the Broadhurst Homeowners' Association.

BROADHURST HOMEOWNERS'
ASSOCIATION

By _____
Michael J. Medeck, President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 2018, before me, a Notary Public in and for the State of Washington, personally appeared MICHAEL J. MEDECK, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute this instrument, and acknowledged it as the President of BROADHURST HOMEOWNERS' ASSOCIATION, a Washington nonprofit corporation, to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires _____
Print Name _____