



# WASHINGTON SINGLE-FAMILY PROPERTY RENTAL AGREEMENT & SECURITY DEPOSIT RECEIPT

USE THIS FORM WHEN RENTING AN ENTIRE SINGLE FAMILY PROPERTY ONLY.

Owner/  Agent Name (who shall be the Landlord as defined in law, hereinafter called "Owner"):

Prime Metropolis Properties, Inc.

Resident Name(s) (regardless of number, who shall be the Tenant as defined in law, hereinafter called "Resident"):

Rosalyn Carter Allen and Ryan Thomas Allen

Premises Address (hereinafter called the "Premises"): 8641 138th PI SE, Newcastle, WA 98059

THIS  INITIAL  RENEWAL AGREEMENT made this date, 6/5/2023 between Owner and Resident for rental Premises.

**1. TERM:** The term of this Agreement shall begin on (specify date) 7/8/2023 and will be (check one):

- A.  a month-to-month tenancy; OR
- B.  a term lease ending on (specify date) 7/7/2024. Upon expiration of the stated term, this Agreement shall revert to a month-to-month tenancy on the same terms and conditions as this Agreement except as may be amended by Owner upon 30 days' written notice, except for rent increase which requires at least 60 days' notice. *Some local governments require longer rent increase notice periods (see any applicable Local Law Disclosure addenda).*

If a Lease for a term greater than one year, have Owner signature notarized.

**2. RENT:** Resident shall pay monthly rent and other charges in the following amounts:

CHARGE DESCRIPTION	AMOUNT
<b>Monthly Premises Rent</b>	\$ <u>3,695.00</u>
A. <u>Monthly surface water fee</u>	\$ <u>31.22</u>
B. _____	\$ _____
C: _____	\$ _____
D: _____	\$ _____
<b>TOTAL AMOUNT OF RENT DUE</b>	<b>\$ <u>3,726.22</u></b>

The total amount of monthly rent due, which includes the monthly Premises rent or any other monthly, recurring charges, is considered "Rent" and is payable in advance by the 1st day of each and every month (hereinafter called the "Rent Due Date") during said term to Owner at "Refer to Exhibit C", or any such other place or payment method that the Owner may from time to time designate.

Application of payments: Any rent unpaid by the due date is termed delinquent. Regardless of any restrictive designation or instruction on or accompanying any payment, Owner shall apply funds received from Resident as follows: to the oldest unpaid rent (which includes unpaid utilities), to current rent (which includes unpaid utilities), to late payment charges, to notice fees, to damages, to repairs, and finally to miscellaneous charges. At any time during month to month tenancy, rent may be increased with at least 60 days' written notice. *Some local governments require longer rent increase notice periods (see any applicable Local Law Disclosure addenda).*

Rent received more than five (5) days after the Rent Due Date shall result in assessment against Resident of a \$ 186.31 late payment charge plus \$ 1.00 each additional day thereafter that rent has not been paid in full.

Any payment which fails to clear the bank shall be treated as unpaid rent and shall be subject to the aforementioned late payment charge, plus a \$ 35.00 returned payment fee. Should Resident submit a payment that is dishonored or returned for non-sufficient funds, or should Resident offer payment to cure any default such as following receipt of a Notice to Pay Rent or Vacate, Resident shall make such payment made by cashier's check, money order, or other payment method designated by Owner. If Resident gives Owner a payment that is returned for non payment, all future payments by Resident shall be made by cashier's check, money order, or other payment method designated by Owner. Notwithstanding the foregoing, Owner may issue a Notice to Pay or Vacate immediately after the rental due date without waiting until late payment charges begin to accrue.

If for reason of non-payment of rent Owner shall give a statutory Notice to Pay or Vacate, or if Owner shall lawfully issue any other notice permitted pursuant to RCW 59.12 et seq. or RCW 59.18 et seq., Resident agrees to pay in addition to the delinquent rent and late payment charges provided for above, the sum of \$ 125.00 for preparing and giving the notice.

*Some local governments regulate the fee amount, or establish limits on other charges (see any applicable Local Law Disclosure addenda).*



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**3. DEPOSIT:** Resident agrees to pay the sum of \$3,000.00 as a deposit for all purposes, including unpaid rent, damage, cleaning, late payment, utilities, keys and other charges and shall be kept in an account with a financial institution (bank or credit union), whose address and name is \_\_\_\_\_, Bank of America. *Some local governments regulate the deposit amount (see any applicable Local Law Disclosure addenda).* If Resident has not paid the deposit in full, attach Deposit Payment Schedule Addendum. Resident's liability is not limited by the amount of the deposit. This deposit will be held in trust until the termination of the tenancy. Neither the Resident or Owner are permitted to access the funds during the tenancy for any purpose. Any refund will be by a single check payable to all individual Residents and they shall apportion any refund among themselves. Owner's itemized statement for retaining any of the deposit, together with any refund owing shall be sent to Resident's forwarding address in accordance with RCW 59.18.280 after termination of this Agreement and vacation of the Premises, conditioned upon the following:

- A. Resident shall have complied with all the conditions of this Agreement.
- B. Except for charges imposed pursuant to Section 4 hereof, Resident shall clean and restore the Premises to its condition at the commencement of this tenancy as evidenced by the Property Condition Checklist, which is incorporated herein by reference, less wear and tear from normal usage. Resident agrees that soiling or staining is not wear and tear from normal usage.
- C. Resident shall surrender all keys and remote control devices to Owner.
- D. Resident shall bear the cost to replace or repair any missing or damaged property or fixtures provided by the Owner.
- E. Labor and administrative costs for cleaning and repairing the Premises shall be at the rate of \$50.00 per hour, excepting labor performed by parties other than Owner or agent, which shall be assessed at its actual cost.
- F. Resident's payment of any fees or charges imposed pursuant to this Agreement, including early termination charges.

**4. NON-REFUNDABLE FEES:** Resident agrees to pay the sum of (insert zero if this paragraph is inapplicable) \$200.00 as a non-refundable charge which shall be used for (identify what the fee covers – be specific) move-in and move-out admin fee to Prime Metropolis Properties, Inc., which sum shall not be refunded under any circumstances. *Some local governments regulate the fee amount (see any applicable Local Law Disclosure addenda).* If Resident has not paid the fee in full, attach Deposit Payment Schedule Addendum. The tenant shall not be charged for normal cleaning if he/she has paid a nonrefundable cleaning fee.

Resident(s) to Initial: \_\_\_\_\_

**5. PREPAYMENTS:** Resident shall make a prepayment toward last month's rent of \$0.00. If Resident has not paid the prepayment amount in full, attach Deposit Payment Schedule Addendum. Resident may only apply this prepayment to the lawful last month of the tenancy, whether following timely notice to terminate a month-to-month tenancy, the last month of a fixed term tenancy that has not been renewed or extended, or a tenancy which was otherwise terminated in accord with applicable law. Resident is required to pay any difference between the prepayment and the actual last month's rent where the rent has increased before the last month of tenancy.

**6. APPLICATIONS AND SCREENING FEES:** Application and/or Screening fees paid prior to commencement of tenancy in the amount of \$77.90 are non-refundable. Resident authorizes Owner to obtain supplementary credit reports at any time during the Resident's occupancy of the Premises at Owner's expense. *In some local government regulations, screening fees may be included in determining the amount of non-refundable fees permitted (see any applicable Local Law Disclosure addenda).* Resident warrants the accuracy of all information contained on Resident's rental application. A subsequent determination that Resident provided false or inaccurate information on the rental application is a breach of the terms of this Agreement and Owner may take legal action to terminate this Agreement in such case.

Resident(s) to Initial: \_\_\_\_\_

**7. TERMINATION OF TENANCIES:** Resident understands that this tenancy shall terminate at (time, specify AM/PM) 12:00 PM on the last day of occupancy. It is Resident's obligation to have the Premises vacant and thoroughly clean by that hour. At any time where the tenancy is from month-to-month, notice of termination by either party shall be by written notice of at least twenty (20) days before the end of any monthly rental period unless a greater period is required by law (*see applicable Local Law Disclosure addenda*).

Any notice of termination must provide for the vacation of the Premises by all occupants unless otherwise agreed to by Owner in writing. If Resident vacates the Premises prior to the expiration hereof or without notice as required by this paragraph, or mutually signed written Early Termination Agreement of the Owner, Resident shall be liable for additional rent as provided for in RCW 59.18.310. Any items left behind in the unit by the Resident after termination of tenancy will be handled as required under RCW 59.18.310.

**8. DAMAGE:** Resident has inspected the Premises and acknowledges that they are in good condition at the commencement of this Agreement, except as otherwise indicated on the Property Condition Report (attach form as required by RCW 59.18.260). Resident shall keep the Premises in a clean and orderly condition, including but not limited to appliances, plumbing, floor coverings, and all personal property provided by Owner, throughout the term of this Agreement and upon surrendering the Premises to Owner. Resident will bear the cost of any cleaning or repair performed by Owner to restore the Premises to the condition indicated on the attached Property Condition Checklist, except for wear resulting from ordinary use of the Premises. Resident is responsible for rent lost by Owner while performing repairs and/or cleaning because of failure to comply with the foregoing. The Property Condition Checklist will be used to determine the refund of security and pet deposits at the end of the tenancy.



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### 9. KEYS/PREMISES ACCESS:

Upon signing this rental agreement, the Resident will receive the following keys or other access devices:

#### Refer to Property Condition Report

The locking mechanisms  have  have not been re-keyed or re-set. Some local governments regulate the resetting of locks between tenants (see any applicable Local Law Disclosure addenda). Keys and other access devices for Premises shall not be copied nor given to anyone other than those listed as lease or occupant without the owner's prior written consent.

In the event that Resident(s) request the Owner to unlock any exterior or interior door for any reason, Resident is required to:

- Call a locksmith at their own expense between the hours of (specify time, AM/PM) 5 PM and 9 AM.
- Call your property manager between the hours of (specify time, AM/PM) 9 AM and 5 PM. A fee of \$100.00 will be assessed. Option dependent on availability.
- \_\_\_\_\_.

### 10. SMOKE DETECTION DEVICES/FIRE SAFETY AND PROTECTION INFORMATION:

Number of detection devices provided in Premises as required by law (several may be required): Refer to Property Condition Report

Smoke detection device(s) are (check all that apply):  Hard-wire  Battery operated

It is the responsibility of Resident to maintain all smoke detection devices, including replacement of any batteries. Resident shall not tamper with, remove batteries, or otherwise disable any smoke detection devices. Any Resident failing to comply with the provisions of this paragraph can be fined up to \$200 in accordance with RCW 43.44.110/WAC 212.10.050. Resident's initials at the end of this paragraph indicate that all smoke detection devices in the Premises are in proper working order as of the date of this Agreement. If battery operated, or unit uses battery backup, resident(s) is responsible for replacing batteries as needed. Resident agrees to test the smoke detector for proper operation once a month and report any malfunctions to the owner/agent in writing. Failure to maintain the smoke detector is also grounds for termination of tenancy. Additionally, if liability or damages occur because of a Residents' failure to maintain the unit, you may leave yourself open to potential lawsuits and liability (see WAC 212-10-050).

Resident(s) to Initial: \_\_\_\_\_

### 11. CARBON MONOXIDE DETECTION DEVICES:

Number of detection devices provided in Premises as required by law (several may be required): Refer to Property Condition Report

The above described carbon monoxide detection device(s) are (check all that apply):  Hard-wired  Battery operated  Plug-in with backup battery.

In accordance with RCW 19.27.530 a minimum of one carbon monoxide detector is provided. The number of required devices is established by law, and in a given property, several may be necessary. Resident shall not tamper with, remove batteries, or otherwise disable or relocate any carbon monoxide detection devices. Resident's initials at the end of this paragraph indicate that all carbon monoxide detection devices in the Premises are in proper working order as of the date of this Agreement.

- It is the responsibility of the Resident to maintain all carbon monoxide detection devices, including replacement of any batteries.
- It is not the responsibility of the Resident to maintain all carbon monoxide detection devices, including replacement of any batteries.

Resident(s) to Initial: \_\_\_\_\_

If battery operated, the unit(s) has been checked and is properly operating at the commencement of tenancy. It is the resident(s) responsibility to maintain the carbon monoxide detection device(s) in proper operating condition in accordance with the manufacturer's recommendations, including providing any needed replacement batteries. Failure to maintain the carbon monoxide detector is also grounds for termination of tenancy. Additionally, if liability or damages occur because of a Residents' failure to maintain the unit, you may leave yourself open to potential lawsuits and liability (see WAC 212-10-050). Resident also agrees to test the carbon monoxide detector for proper operation once a month and report any malfunctions to the Owner/agent in writing.

Resident(s) to Initial: \_\_\_\_\_



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**12. USE/ASSIGNMENTS OR SUB-LETTING:** Resident shall not use the Premises for any business purpose regardless of whether such business may be authorized by local law as a legal home occupation, including, but not limited to, garage/yard sales and private lessons/tutoring, Airbnb and VRBO. Resident shall comply fully with all municipal, county, and state codes, statutes, ordinances and regulations pertaining to the use district in which the Premises are located. Resident shall not assign this Agreement, sub-let the Premises, give accommodations to any roomers or lodgers, or permit the Premises to be used for any purpose other than as the primary full time residence for the following named persons (include all minors):

Rosalyn Carter Allen, Ryan Thomas Allen, Charles LeGrande Allen, Robyn Marcia Allen, Elliot Carter Allen and Gabriel Foote Allen

Guests of Resident staying a maximum of 14 days are permitted within any given 52 week period and do not require authorization by Owner. All unauthorized occupants shall, in addition to any other remedy, result in imposition of a per day charge of \$10.00. Some local governments regulate policies on additional occupants (see any applicable Local Law Disclosure addenda). Changes in occupancy are not permitted without the prior written approval of Owner at the Owner's sole discretion. Resident(s) unilateral change in marital status or member of their living group does not modify or amend this agreement unless Owner has approved the change in writing through a mutually executed written amendment to this Agreement. Should Owner agree to any sublet, assignment or change in occupancy, the vacating Resident recognizes that any prepayments or refundable deposits will be assigned to the successor Residents and any refund shall be made solely to the successor residents at the termination of tenancy. **The Roommate Addendum will be signed to acknowledge the change and a \$200 administration fee will be charged to the departing tenant.**

**13. UTILITY CHARGES** (check applicable blanks): Resident agrees to establish use, maintain and/or pay for all utilities without delinquency used in or charged against the Premises during the term of this Agreement. Resident agrees to submit to Owner upon demand, proof that any utilities, assessments or charges have been paid by Resident.

- A. Paid for by Resident to utility:  electricity  garbage  sewer  water  natural gas/oil  other: Cable, Internet, Telephone  
*Some utilities (such as in Seattle) may not permit Residents to open service accounts in their name.* and surface water

- B. Included in Rent:  electricity  garbage  sewer  water  natural gas/oil  other: \_\_\_\_\_

Non-payment of utility charges may lead to eviction proceeding. Owner is entitled to use resident's security deposit to recover unpaid utility charges upon move-out. Owner/Agent is not liable for failure to provide service or any losses or damages as a result of utility outages, interruptions, fluctuations, Resident's lack of payment or otherwise.

**14. DELIVERY OF PREMISES:** If for any reason whatsoever Owner does not deliver possession of the Premises on the commencement of the term of this Agreement, rent shall be prorated until such time as Owner tenders possession. In all other respects this Agreement shall remain in full force and effect and the term shall not be extended. In no event shall Owner be liable to Resident for damages caused by failure to deliver possession of the Premises. If possession of the Premises is not tendered within 5 days of the commencement of the term of this Agreement, Resident may terminate this Agreement by giving written notice to Owner, and any monies paid by Resident to Owner shall be refunded to Resident.

**15. PETS AND ANIMALS:**

- Allowed; Breed: \_\_\_\_\_ Type: \_\_\_\_\_ Number: \_\_\_\_\_  
 Not Allowed; Resident(s) nor visitors or guests are allowed to maintain pets or animals.

If permission for pets is given, no pet noise shall be allowed to escape from the Premises or to disturb neighbors. It is Resident's responsibility to clean-up and dispose of any pet waste anywhere on the Premises and on adjacent sidewalks, streets, alleys, and neighboring properties. If pets are maintained on the Premises, whether or not authorized by this Agreement, except for charges covered by a prepaid non-refundable cleaning fee, Resident assumes all costs of restoring property as a result of any pet or animal on the Premises including but not limited to costs to de-flea, fumigate, clean or replace floor coverings, landscape restoration, and cost to analyze floors for presence of animal urine/waste or pest infestation should analysis disclose the presence of such damage. These policies include "guest pets." No pets are to be added or substituted without Owner's/Agent's written permission.

**16. ATTORNEYS FEES/VENUE AND JURISDICTION:** As provided by law and except as otherwise prohibited, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs incurred in the event any action, suit or proceeding commenced to enforce the terms of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. It is agreed that venue for any legal action brought to enforce the terms of this Agreement shall be in the District or Superior Court with jurisdiction over the area in which the Premises are located.

**17. NON-WAIVER OF BREACH AND SEVERABILITY:** The failure of Owner to insist upon the strict performance of any term of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any of such term or Agreement, but the same shall remain in full force and effect. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of the Agreement shall not be effected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.



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**18. WATER-HEATER:** Pursuant to RCW 19.27A.060, the State of Washington requires that upon occupancy, the Temperature control in a domestic hot-water heater within a rental dwelling be set not higher than a 120 degrees Fahrenheit. Resident acknowledges that

- the water heater is inaccessible.  
 Resident has inspected the accessible hot-water heater and to the best of Resident's knowledge does not believe it to be set higher than 120 degrees Fahrenheit.

Resident(s) to Initial: \_\_\_\_\_

**19. LEAD WARNING STATEMENT:** Housing built before 1978 may contain lead-based paint. Lead-based paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords and Owners must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

**20. RENTAL PREMISES, STORAGE AND PARKING:** Resident recognizes that his/her storage of any personal property or vehicles on the Premises is at his/her own risk. Resident acknowledges that all locks or security systems may potentially be breached and that no warranty or representation is made regarding the efficacy of such systems. Resident hereby recognizes that Owner and agent are not liable for claims for damages arising out of the loss or damage to goods in storage for whatever reason outside of Owner's control.

**21. ACTIONS BY THIRD PARTIES/PERSONAL PROTECTION:** Owner disclaims any warranties or representation that it will be liable to Resident, resident's family, agents, invitees, employees, or servants for any damages or losses to person or property caused by residents of the property or other persons. Resident understands that Owner and its legal representatives do not guarantee, warrant, or assure resident's personal security and are limited in their ability to provide protection. Resident acknowledges that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Resident acknowledges that they should not rely upon the presence of such devices or measures and should protect themselves and their property as if these devices or measures did not exist. **Resident understands that any proactive steps owner has taken are neither a guarantee nor a warranty that there will be no criminal acts or that resident will be free from the violent tendencies of third persons. Resident has been informed and understands and agrees that personal safety and security are resident's own personal responsibility.** Harassment or intimidation of a resident, guest, owner or owner's agent is prohibited.

Resident is responsible for all damage caused to the Premises as a result of the negligence of resident, their guests and invitees, including but not limited to fire and glass breakage, and shall be responsible for repair and replacement of any damage caused thereby, regardless of whether the breakage or damage was caused voluntarily, involuntarily, or from vandalism.

**22. ATTRACTIVE NUISANCES:** Residents agree to not use, install, allow or support any attractive features including but not limited to trampolines, skate ramps, pools, on the Premises or surrounding property areas due to potential injury. Any features or such other items in Resident's possession shall be stored in a safe condition in such a way that they cannot be used.

**23. RENTERS INSURANCE:** Resident is responsible for all damage caused to the Premises as a result of the negligence of resident, its guests and invitees, including but not limited to fire and glass breakage, and shall be responsible for repair and replacement of any damage caused thereby, regardless of whether the breakage or damage was caused voluntarily, involuntarily, or from vandalism. Resident acknowledges that property or liability insurance maintained by Owner is for Owner's protection and is not intended to protect Resident against personal injury, loss or damage to Resident's personal property or belongings, or cover Resident from their own liability from injury, loss or damage from fire or other negligent acts that Resident or their guests may cause others. Resident acknowledges that they are not considered a co-insured of the Owner and not protected under Owner's fire or liability insurance and understand that any insurance that Owner maintains is not for the benefit of Resident.

Resident(s) to Initial: \_\_\_\_\_

- Renters liability insurance is required. Resident agrees to obtain insurance protecting the Premises from loss or damage caused by Resident/Guest or Resident's/Guest's negligence and understands that any insurance that Owner maintains is not for the benefit of Resident. A minimum of \$300,000.00 dollars of liability coverage needs to be obtained. Resident is required to provide proof of current renters insurance policy within 30 days of occupancy, and again at lease renewal.  
 Renters liability insurance is not required. However, it is recommended that Resident obtain renter's insurance to protect Resident's personal property and to cover Resident's liability for Resident's or its guest's negligence.

**24. LIENS AND SALES:** Owner may mortgage the Premises or grant deeds of trust with respect thereto. Resident agrees to execute such reasonable estoppels certificates as may be required by a mortgage or deed of trust beneficiary stating that the Lease is in full force and effect and certifying the dates to which Rent and other charges have been paid. This Lease is subject and subordinate to any mortgage or deed of trust which is now a lien upon the Premises, as well as to any mortgages or deeds of trust that may hereafter be placed upon the Premises and to any or all advances to be made or amounts owing thereunder, and all renewals, replacements, consolidations and extensions thereof. Resident shall execute and deliver, within 10 days after demand therefore, whatever instruments may be required from time to time by any mortgagee or deed of trust beneficiary for any of the foregoing purposes.



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**25. GENERAL TERMS:** No oral agreements have been entered into with respect to this Agreement. This Agreement shall not be modified except by an instrument in writing signed by Resident and Owner. In the event of more than one resident, each resident is jointly and severally liable for each provision of this Agreement. Each resident states that he or she is of legal age to enter into this Agreement. All obligations hereunder are to be performed in the County and state where the Premises is located. Time is of the essence of this Agreement. Neither this Agreement nor any memorandum thereof may be recorded without the express written consent of Owner.

**26. RESIDENT'S OBLIGATIONS:** Resident agrees as follows:

**A. General**

- 1) To pay all rent and other charges, including utilities and installment payments of last month's rent and security deposit, promptly when due or assessed, for which Resident is responsible and to provide proof of payment.
- 2) To execute all revised rental agreements upon request upon 30 days notice before a new rental period; except for rent increases which require 60 days' notice.
- 3) To notify and deliver to Owner any legal notice received from any person or governmental agency which relates to the Premises. Fines assessed to Owner by any governmental agency resulting from a Resident's negligent behavior, including but not limited to, a failure to observe burn bans, Resident's maintenance of a nuisance shall be the responsibility of the Resident to pay.
- 4) Provide the Owner with emergency contact information within (10) days of commencement of tenancy and to provide updated or new information whenever such information is available.
- 5) Not to do or keep anything in or about the Premises that will increase the present insurance rate thereon. Resident agrees to reimburse Owner for any increase that might occur for violation of this rule.
- 6) Resident shall maintain liability insurance and licenses upon all motor vehicles brought onto the Premises and shall provide Owner proof upon request.
- 7) If the Premises should fail an inspection required by local jurisdiction due to the Resident(s), any fines or costs associated with reinspection shall be the responsibility of the Resident.
- 8) To permit Owner to display "for rent" or "for sale" signs at any time during a tenancy.
- 9) Not to permit any person to occupy the Premises other than authorized occupants or guests as defined in Section 12.
- 10) Except in cases of emergency where no notice is required, to permit Owner, his or her agents, employees, or representatives to enter the Premises at reasonable times after notice is given in accordance with RCW 59.18.150(6). The parties agree that no notice is required to enter areas of the Premises generally accessible to the public, such as walkways and driveways.

**B. Conduct, Behavior and Safety**

- 1) Resident is responsible for their own proper conduct and that of all guests, including the responsibility for understanding and observing all policies and rules.
- 2) To comply with all laws and ordinances and the directions of all proper officers in relation thereto; to refrain from use of the Premises for prostitution, drug manufacture/use/possession/sale, any felony or misdemeanor or any other illegal use. Resident shall keep the Premises free of illegal drugs, nor use the same on the Premises. Residents agree not to abuse any drugs, whether legal or illegal, or alcohol in a manner that will either disturb the peace or quiet enjoyment of other residents or endanger the health, safety, or well-being of any resident, family member, guest or invitee resident at the Premises or adjacent properties. Resident, family members or guests shall not engage in gang related activity on or about the Premises.
- 3) Resident shall not keep or maintain an attractive nuisance on the Premises as described in section 22.
- 4) Resident is to follow all bans/laws, including, but not limited to, burn bans.
- 5) No smoking of any substance is allowed in or on the Premises unless the owner/agent provides an alternate smoking policy addendum as an attachment to this agreement.
- 6) To comply with any trespass admonishments issued by Owner. To ensure the safety of all residents and their authorized guests, Owner expressly reserves the right to exclude persons who are not authorized residents (as set forth in paragraph 12) from the Premises. A Resident (or guest of a Resident) who knowingly invites or allows a previously admonished person onto the Premises without the written authorization of the Owner or Owner's agent shall be deemed to have materially violated the terms of this Agreement. In addition to any other lawful basis, Owner may issue a trespass admonishment to exclude from the Premises any person, whether a Resident, occupant, invitee or other third party, who refuses to promptly show photo identification upon request by Owner or an authorized representative of Owner, or who refuses to identify him or herself as a resident, occupant, or guest of a specific resident. Resident shall be personally liable for the acts of any guests who Resident invites onto the Premises.
- 7) Resident shall not make or allow any disturbing noises which will interfere with the rights, comforts or convenience of others. TV, stereo, radio and musical instrument volumes are to be played at a volume which will not disturb others.



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### C. Maintenance, Repairs and Alterations

- 1) Resident's dirt, destruction, damage of any nature, neglect or disrepair to carpet does not constitute normal wear and tear. Carpets must be shampooed by Resident upon vacancy. If carpets are new or Owner had carpets professionally shampooed prior to Resident's occupancy as indicated on the Property Condition Checklist form, Resident shall also pay for professionally shampooing same. Resident shall obtain area rugs or other coverings to protect hardwood floors.
- 2) Resident agrees to provide written notice to Owner regarding any habitability issues and to give Owner the opportunity to cure the defective condition prior to exercising any other option granted to the Resident under law. Owner is under no obligation to correct or repair any defective conditions caused by the Resident.
- 3) Resident shall reimburse Owner promptly in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble caused by negligence or improper use by Resident, their invitees, family or guests. Residents shall be responsible for any damage resulting from windows or doors left open. Such reimbursement shall be due immediately upon demand by Owner. Owner's failure or delay in demanding damage reimbursements, late payment charges, returned check charges or other sums due from Resident is not a waiver thereof; and Owner may demand the same at any time.
- 4) Resident understands and agrees that any damage caused by or related to smoking of any substance or any tobacco product use, or use of candles, incense, oil lamps, or burning of any other product (except for proper use of Owner installed fireplaces), shall not constitute wear resulting from ordinary use of the Premises. The cost of such repair, which shall be borne by Resident, may include the following: deodorizing the Premises, cleaning of drapes and blinds, sealing and painting of walls and ceiling, and cleaning, repairing or replacing of carpeting or padding.
- 5) Residents shall be responsible for any damage resulting from windows or doors left open or unlocked.
- 6) To protect against freezing of water pipes and waste pipes and stoppage of same in and about the Premises. To maintain the temperature of the Premises at such a level to prevent breakage of pipes or other damage to the Premises. Resident shall relieve stoppage of drains, and to repair all damage caused thereby, whether through freezing or other obstruction, unless resulting from a condition existing at the commencement of this tenancy.
- 7) Not to intentionally or negligently destroy, deface, damage, change, repair or remove any part of the structure or dwelling, including the facilities, equipment, furniture, floor or window coverings, furnishings, locks and appliances, or permit any member of Resident's family, invitee, licensee, or any person under Resident's control to do so, and agrees to notify Owner of any such damage that occurs; To repair at Resident's expense any damage to the Premises caused by Resident's acts or neglect within the time period provided by written notice from Owner requiring such repairs.
- 8) Not to make any alterations, additions, painting or improvements to the Premises, nor to change or add additional locks, nor change or add telephone, network or cable TV jacks, nor to install any wires, cables or aerials for internet, radio or television purposes on the roof or other parts of the building without the prior written approval of Owner. In the event such consent is given, all such alterations or additions shall be made at the sole expense of Resident and shall become the property of Owner and remain in and be surrendered with the Premises upon vacancy, unless the consent given requires the removal of the improvement and restoration of the Premises. Resident is responsible for any damage caused by the use of tacks, nails, or adhesives on walls or woodwork.
- 9) Prior to the installation of a satellite dish, the Resident must first give notice to the Owner informing them that a satellite is to be installed. Installation must be performed by a licensed professional and within the approved guidelines for installation as provided by the Owner. All satellite equipment and cabling must be contained within space under the Resident's direct control per the lease agreement, not within or accessible from common areas.
- 10) Resident shall not disconnect or relocate within the dwelling any owner supplied appliance without owner's written consent.
- 11) Not to install a waterbed or aquarium without the prior written approval of Owner. If permission is granted to use a waterbed, Resident shall obtain an insurance policy to protect Owner from any damage that may be caused thereby. No aquariums or other unusually heavy objects are permitted on the Premises without Owner's written consent.
- 12) In the event that the Resident requests testing and/or service calls which prove to be unsubstantiated, or the condition is caused by the Resident, the Resident must pay for all actual service call charges.
- 13) To inspect and maintain in compliance with the information tag thereon all Owner in-unit supplied fire extinguishers. Any fire extinguishers supplied are without charge for convenience of Resident only and no warranty is made as to their sufficiency for the Premises.
- 14) Owner is not obligated to provide window or door screens. If any are presently installed, Owner has no obligation to maintain or replace them.



## WASHINGTON SINGLE-FAMILY PROPERTY RENTAL AGREEMENT & SECURITY DEPOSIT RECEIPT

### D. Appearance, Cleanliness and Trash

- 1) To take all reasonable precautions to prevent the presence of bed bugs.
- 2) To take all reasonable precautions to prevent the presence of mold or mildew in the Premises as per attached Mold Handout, such steps to include, generally, using exhaust fans where available in humid locations, removing condensation from windows and other surfaces, providing adequate ventilation to the Premises at all times, storing possessions and furniture so as to provide for air circulation, etc. Resident agrees to promptly notify Owner of the presence of mold or mildew.
- 3) The Premises must be kept clean, sanitary and free from objectionable odors. To properly dispose of all rubbish, garbage, and other waste at reasonable and regular intervals and to follow all recycling procedures. To assume all costs of extermination and fumigation for infestation caused by Resident.
- 4) Resident agrees not to store any hazardous material including but not limited to unreasonable amounts of flammable materials, asbestos, petroleum and petroleum by-products, old batteries, or paint on the Premises.
- 5) Except as otherwise permitted by law, to display no signs or placards on or about the Premises that are visible to the public.
- 6) To maintain the plantings and lawn and to keep the grass, lawn, flowers, planting beds, trees and shrubs in good condition and repair by watering, fertilizing and otherwise maintaining those elements in good health and in an appearance consistent with the character of the surrounding neighborhood and in consideration of landscaping condition as noted in the property condition report. Owner reserves the right to have professional gardeners maintain the yard at Resident's expense should Resident fail to comply with the preceding sentence. To keep the sidewalks or paths surrounding the premises free and clear of all obstructions, snow and ice.
- 7) To provide and maintain receptacles for garbage and trash, and to contract for collection of the same. The premises must be kept clean, sanitary and free from objectionable odors. To properly dispose of all rubbish, garbage, and other waste at reasonable and regular intervals and to follow all recycling procedures. Resident is responsible for all costs of extermination and fumigation for infestation caused by Resident.

### E. ADDITIONAL CLAUSES:

1. Tenants agree to pay rent online through our online portal and also agree to pay for any fee (\$2.00 per transaction as of 1/2022).
2. Option to pay rent via check will incur a \$10.00 processing fee.
3. If holding fee is applied, holding fee will be applied toward the security deposit at move in time after the Move-In/Move-Out Property Condition Report is completed; Should tenants decide not to fulfill the lease, this money will be forfeited.
4. Property will not be considered vacated until the date that (a) all keys, keycards, fobs and remote controls are received, (b) the Move-Out Instruction form has been filled out and returned and (c) professional house cleaning and carpet cleaning has been completed with receipt for proof of service (refer to section "8. Damage" of this lease agreement).
5. Tenants are responsible for yard maintenance. Details refer to the Landscaping Addendum. The landlord will provide the first courtesy landscaping service, tenants to maintain and restore the same condition when vacating.
6. The prorated 24 days rent for August (8/8/23 - 8/31/23) in the amount of \$2,884.82 (\$3,726.22 / 31 days X 24 days) will be due on 8/1/2023.
7. Surface water is billed through property tax bill. In the year of 2023, the fee is \$374.66.
8. The lease is subject to the existing tenants' vacating the property by the end of June 2023.



# WASHINGTON SINGLE-FAMILY PROPERTY RENTAL AGREEMENT & SECURITY DEPOSIT RECEIPT

**27. DAMAGE OR DESTRUCTION OF PREMISES:** In the event of damage to the Premises by fire, water or other hazard, and the damages are such that Resident's occupancy can be continued, Owner shall make such repairs as needed with reasonable promptness and rent shall NOT abate during the period of such repairs. If in Owner's opinion, the Premises are so damaged as to be unfit for occupancy, and Owner elects to make such repairs, the rent provided for herein shall abate during the period of time the Premises are not occupied by Resident, but in all other respects the terms and provisions hereof shall continue in full force and effect. Should repair necessitate Resident vacates the Premises for a period of time, Resident is obligated to vacate as instructed by Owner and rent shall abate during this period. Under no circumstances, terms or condition shall rent abate if damages are caused by the Resident. In the event that the Premises are so damaged or destroyed as to be, in the sole opinion of Owner, incapable of being satisfactorily repaired within a reasonable period of time, then this Agreement shall terminate effective as of the date of the damage or destruction and Resident shall immediately vacate. In such case, Resident shall pay rent pro-rata through the day Resident vacates the Premises.

**28. SUMMARY OF FUNDS RECEIVED AND DUE:**

ITEM	CHARGE	RECEIVED	BALANCE	AMOUNT DUE DATE
First Month's Rent and surface water fee (7/8/23 - 8/7/23)	\$ 3,726.22	\$ _____	\$ 3,726.22	6/9/2023
Last Month's Rent (if applicable)	\$ _____	\$ _____	\$ 0.00	_____
Non-Refundable Fee: Admin Fee	\$ 200.00	\$ _____	\$ 200.00	6/9/2023
Refundable Security Deposit	\$ 3,000.00	\$ _____	\$ 3,000.00	6/9/2023
Pet Damage Deposit (limited to 25% of first months' rent per pet)	\$ _____	\$ _____	\$ 0.00	_____
Other Payments (describe): Prorated 24 days rent in August	\$ 2,884.82	\$ _____	\$ 2,884.82	8/1/2023
<b>TOTAL</b>			<b>\$ 9,811.04</b>	

**29. ADDITIONAL DOCUMENTS REQUIRED TO BE ATTACHED TO THIS AGREEMENT:**

Select and/or list all attached addenda below.

- Property Condition Report (Required whenever a refundable deposit is collected)
- Mold Handout (Required in all Washington State residential rentals)
- Lead Based Paint Pamphlet (Required for pre-1978 properties)
- Lead Based Paint Disclosure Addendum (Required for pre-1978 properties)
- Local Law Disclosure Addendum (Required in some jurisdictions)
- Copy of Property Registration or License (Required in some jurisdictions)

Addendum to Lease Agreement, Bed Bug Addendum, Crime Free Addendum, Insurance Addendum, Mold Addendum, Satellite Addendum and Smoke Free Addendum. Rental Fee Schedule, Roommate Authorization Form, Vehicles' Registration, and Appliance List.

Other: Community & Home Owner Association Addendum, Rules and Regulations, Do and Don't Garbage Disposal, Exhibit C, Landscaping Addendum, Deposit Payment Schedule

Resident's initials acknowledge receipt \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

Owner/Agent and Tenant are each advised to seek independent legal advice on matters arising from use of this form.

Peng Zhang and Yang Peng (Owner) / Signed by

Agnes Chan Low, Designated Broker

Owner/Agent: _____	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____



# PRIME METROPOLIS PROPERTIES INC.

## ADDENDUM TO LEASE AGREEMENT IN WASHINGTON

**Property Address:** 8641 138th Pl SE, Newcastle, WA 98059

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In addition to the lease and rental agreement dated 6/5/2023, the undersigned agree to and acknowledge the following:

### **1. Property Management Company**

Prime Metropolis Properties, Inc.  is /  is not the property management company representing your landlord. The lease agreement and related addendum are legally binding contracts between tenants and landlords.

### **2. Delinquent and Unpaid**

Delinquent and unpaid rent will be reported to the credit bureaus (i.e., Equifax, Experian and TransUnion).

### **3. Additional Damages and Obligations Clause**

In addition to the Damages clause and the Resident's Obligations clause listed on the lease/rental agreement, the following conditions also apply:

- a) Appliances and the fireplace are NOT to be turned on without occupant supervision or when occupants are out of the apartment. This includes, but is not limited to, the following: washer, dryer, dishwasher, garbage disposal and fireplace.
- b) Towels, rugs, clothing and other articles are not to be hung from windows, railings or balconies.
- c) Landlord is not responsible for the delivery, acceptance or receipt of messages, packages, mail or other material left at entrances to the building or elsewhere in the building. Landlord is also not responsible for any damage to or loss of same.

Tenant(s) Initials: \_\_\_\_\_

**San Francisco**  
950 Taraval Street, San Francisco, CA 94116  
415.731.0303

**Seattle**  
8638-138th Place SE, Newcastle, WA 98059  
425.688.3003

**Seattle mailing**  
6947 Coal Creek Pkwy SE #747  
Newcastle, WA 98059



## PRIME METROPOLIS PROPERTIES INC.

- d) Laundry facilities are for the exclusive use of Tenants for their own clothing ONLY. Heavy articles are not allowed in the washing machines or dryers. Tenants are not to overload the washing machines; overload will cause damage to the machine.
- e) The plumbing in your building is in good working order. Tenants need to report any leaky faucets, running toilets, stoppages or defects in the plumbing right away; Otherwise, tenants will be required to pay for damages to plumbing and any excessive water/sewer consumption due to their negligence. Disposable personal items are to be wrapped and placed in trash containers – NEVER IN THE TOILET. If any items are placed by the Tenant, or their guests, in the garbage disposal unit, toilet, tub, shower stall or sink drains, resulting in a problem requiring repair, the cost of that repair will be the responsibility of the Tenant.

**Please use due caution in the use of your drains and toilets.**

- 1. Do NOT dispose of grease or oil of any kind in any sink or drain lines nor the toilet.
- 2. Toilet tissue is the ONLY thing that should ever be disposed of in the toilet.
- 3. Kitty Litter and baby wipes should NEVER be disposed of in the toilet; this is true despite a product's claim that it is flushable.
- f) If Tenant receives keys prior to the start of the lease term, then Tenant's insurance and utilities shall be effective immediately by occupancy.
- g) Tenant will be responsible for cleaning and/or changing the refrigerator and furnace filters every three months. If system fails due to the lack of maintenance, the repair cost will be the responsibility of the tenant. Replacement of light bulbs is also the Tenant's responsibility.
- h) Tenants are liable for any additional costs involved in hauling or disposing of any items not collected by any contracted scavenger service.
- i) Rent is due on the first day of each month. If there will be any delay in mailing the rent, it must be postmarked by the first of each month to avoid late charges.

Tenant(s) Initials: \_\_\_\_\_

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# PRIME METROPOLIS PROPERTIES INC.

- j) All late charges, unpaid utilities, attorney's fees or other fees that should be the tenants' responsibility will be considered as ADDITIONAL RENT.
- k) Kitchen exhaust fans should be turned on while cooking and a window/door should be opened to allow for sufficient air circulation.

## 4. Breaking of Lease

In addition to Paragraph 7 "TERMINATION OF TENANCIES" of the lease, if for any reason during the term of the lease Tenant breaks the lease or abandons the unit, Tenant acknowledges he/she will be liable for all expenses until a replacement tenant is secured.

These expenses include, but are not limited to, payment of all rent, utilities, and fees due under the terms of the lease and the actual costs incurred in re-renting the premises (**one month's rent as leasing fee, advertising costs, statutory court costs and attorney's fees.**)

In the event of a lease break, Tenant acknowledges he/she is also responsible for a cancellation admin fee of \$200.00. If a new tenant is secured prior to the expiration of the term of the lease, Tenant acknowledges he/she remains liable for any difference between the new rental value and the rent agreed to in this lease agreement for the duration of the lease term. Prime Metropolis Properties, Inc., will not be able to mitigate its damages and advertise the unit until all occupants have vacated and surrendered possession of the premises. Landlord reserves the right to deduct any rent or fees due, future rent due under the term of the lease, or expenses incurred as a result of a lease break from Tenant's security deposit.

## 5. Automobile/Vehicle Parking

In addition to the **RENTAL PREMISES, STORAGE AND PARKING** section of the lease/rental agreement, Tenants are to park in their assigned place ONLY, and may not permit visitors to use parking facilities.

## 6. Check-in Inspection

Landlord has performed a detailed check-in inspection. Tenants are required to sign the original copy of the condition report before receiving keys to the property. Tenant agrees to inspect the property thoroughly; if any discrepancies are discovered between the state

Tenant(s) Initials: \_\_\_\_\_

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## PRIME METROPOLIS PROPERTIES INC.

of the premises and the condition report, Tenant agrees to mark the condition report accordingly and return the revised condition report to the Landlord on or before the fifth working day after taking possession of the premises. If the Landlord does not receive the revised condition report within five working days of possession, the original will be presumed accurate.

### **7. Annual Inspection**

To encourage Tenants to cooperate with our annual property inspection, we will charge the Tenant one hundred dollars (\$100) if we cannot gain access to their property on the date of inspection. If we are unable to enter because the locks have been changed, the alarm is activated or there are barking dogs inside, the Tenant will be fined one hundred dollars (\$100). Upon payment of the penalty charge (which is deducted from the Owner's trust account), the Tenant will then reimburse the penalty fee to the Owner.

### **8. Check-out Inspection**

Check-out will be scheduled between 9:00 a.m. and 5:00 p.m., Monday through Friday. Check-outs at any other time, such as Saturdays, holidays or after 5:00 p.m., are at the discretion of the Landlord. If the Tenant schedules a check-out inspection and the property is not ready for the check-out at the agreed upon time, Tenant agrees to pay a fifty dollar (\$50) trip charge. "Ready" means that Tenant's belongings are moved out entirely, and that all repairs, cleaning and landscaping are complete. If property is left dirty and/or damaged to the extent that the checkout is delayed, postponed and/or cancelled, a minimum one hour service coordination fee will be paid to Property Managers for their services.

### **9. Military Clause**

If a Tenant is a member of the Armed Forces and receives permanent Change of Station Orders or Temporary Duty Orders of two months or more, and the destination is outside of King, Snohomish, or Pierce counties, Landlord will cancel this lease after receipt of a written request from the Tenant for cancellation and a copy of said Official Orders. Effective date of cancellation will be no more than one (1) month prior to report date. Tenant will not be released from their lease to move to military housing or for retirement/discharge from the military. Tenant will be liable for the usual twenty-day (20)

Tenant(s) Initials: \_\_\_\_\_

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## PRIME METROPOLIS PROPERTIES INC.

notice before rent due date, as in month-to-month tenancies. Refer to RCW 59.18.200 and RCW 59.18.220 for additional information.

### **10. Signage**

If property is managed by Prime Metropolis Properties, Inc., Prime Metropolis Properties, Inc. reserves the right to post a "Manage by" sign during a tenancy.

#### Resident(s) (Sign and Date)

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#### Owner(s)/Agent(s) (Sign and Date)

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Tenant(s) Initials: \_\_\_\_\_

**San Francisco**  
950 Taraval Street, San Francisco, CA 94116  
415.731.0303

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425.688.3003

**Seattle mailing**  
6947 Coal Creek Pkwy SE #747  
Newcastle, WA 98059



## BED BUG ADDENDUM

Owner/Agent Name: Prime Metropolis Properties, Inc.

Resident Name(s): Rosalyn Carter Allen and Ryan Thomas Allen

Premises Address: 8641 138th PI SE, Newcastle, WA 98059

Building Name: \_\_\_\_\_

It is agreed between Owner/Agent and Resident as follows:

Resident(s) declare that all furnishings and other personal items being brought in to the unit are free from bed bugs:

Resident(s) Initials: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Resident agrees to comply with the following responsibilities pertaining to the prevention and treatment of possible bed bug infestations:

1. Resident shall practice good house keeping and maintenance habits, including:
  - a. Resident shall not use or bring second-hand furnishings, appliances, etc which have not first been inspected for the presence of bed bugs. If rented furnishings are to be used Resident is obligated to ensure the rental company has established procedures to prevent bed bug infestation and performs inspections of their inventory.
  - b. Resident shall cover all mattresses and box springs with impermeable covers to prevent bed bug nesting.
  - c. Resident shall check for bed bugs within their personal belongings prior to re-entering rental unit when returning from stays outside the unit.
2. Resident shall report any problems or suspicion of problems immediately, including:
  - a. Report any suspected bed bug infestations immediately.
  - b. Report any maintenance needs immediately to minimize the possibility of harboring bed bugs within cracks, holes or otherwise, or allowing bed bugs to travel from unit to unit.
3. Resident shall cooperate and comply with all pest control efforts and requirements, including, but not limited to:
  - a. Allowing access to pest control company when proper notice is given, as requested by Owner/Agent, and comply with all requests related to pest control company treatments.
  - b. Sealing all items prior to them being removed from the unit for cleaning and sterilization or to prevent spread/further infestation.
  - c. Removing all bedding, drapes, curtains, and non-fixed rugs.
  - d. Checking and / or removing mattresses and box springs.
  - e. Removing all items from dressers, nightstands, and closets.
  - f. Vacuuming all floor areas, furniture, mattresses and box springs, and inside all storage furnishings.
  - g. Wash all machine-washable items and dry items on high heat setting. Any other items necessitating cleaning which cannot be done by Resident must be taken to a professional dry cleaning company for cleaning and decontamination.
4. Resident agrees to reimburse landlord for all treatment costs if it is determined that a bed bug infestation began within Resident's unit.
5. Resident agrees to reimburse Owner/Agent for expenses arising from any action, claim, loss, damage and/or expenses, including attorney's fees, incurred by Owner/Agent as a result of Resident and/or their guests failure to comply with the terms of this Addendum and Lease/Rental Agreement.
6. Resident agrees that a failure to comply with the terms of this Addendum shall constitute a material breach of the Lease / Rental Agreement and may subject the Resident to court action, including unlawful detainer / eviction proceedings.

### **ACKNOWLEDGMENT**

I/We agree to the addition of the provisions identified herein to our WA State Lease/Rental Agreement & Security Deposit Receipt. IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written below.

Owner/Agent: <u>Prime Metropolis Properties, Inc.</u>	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____



## CRIME FREE ADDENDUM

Owner/Agent Name: Prime Metropolis Properties, Inc.

Resident Name(s): Rosalyn Carter Allen and Ryan Thomas Allen

Premises Address: 8641 138th PI SE, Newcastle, WA 98059

Building Name: \_\_\_\_\_

It is agreed between Owner / Agent and Resident(s) as follows:

1. **ILLEGAL DRUGS:** Resident hereby agrees to keep the Premises free of illegal drugs during the term of the Resident's tenancy. Resident agrees that illegal drugs will not be used, stored, manufactured, or kept on the Premises by the Resident, any individual residing on the Premises, or any guest, or invitee during the term of the Agreement. Resident will keep the Premises "drug free" at all times.
2. **SUBSTANCE ABUSE:** Resident agrees that Resident, any individual residing on the Premises and any guest or invitee shall not use controlled substances (including alcohol and prescription medications) in a manner that will either:
  - a) disturb the peace and quiet enjoyment of the other Residents or neighbors to the Premises; or
  - b) endanger the health, safety, or well-being of Resident, any individual residing on the Premises, or any guest or invitee.
3. **ILLEGAL GANG ACTIVITY:** Resident agrees that Resident, any individual residing on the Premises, or any guest or invitee shall not be a member of an illegal gang, nor shall Resident, any individual, or any guest or invitee engage in any gang related activity on the Premises during tenancy. For the purposes of this Addendum, the term "illegal gang" refers to a group, or member of a group, of people involved in organizing illegal activity or anti-social behaviors.
4. **GRAFFITI:** Resident agrees that Resident, any individual residing on the Premises, or any guest or invitee shall not deface any property on the Premises or the Property.
5. **CRIMINAL ACTIVITY:** Resident, any individual residing on the Premises, or any guest or invitee shall not engage in criminal activity, including prostitution, threats, intimidation, possession of dangerous weapons, unlawful discharge of firearms, or any breach of the lease agreement that jeopardizes the health, safety and welfare of the Owner / Agent or other Resident or involving imminent or actual property damage.
6. **DOMESTIC VIOLENCE:** Resident agrees that any incident meeting the definition of domestic violence causing physical harm will result in Termination of Tenancy of the perpetrator according to RCW 59.18.575 of the Residential Landlord –Tenant Act of Washington State (59.18).
7. Resident is in violation of the terms of this Addendum if any authorized occupant of the Premises or guest of any Resident or authorized occupant of the Premises engages in prohibited conduct anywhere on the Property regardless of whether such activity was conducted with the knowledge or consent of Resident.

### Acknowledgment

Resident(s) agrees that violation of any of the above terms constitutes a nuisance and is grounds for eviction and/or other legal action by the Owner/Agent.

I/We agree to the addition of the provisions identified herein to our WA State Lease/Rental Agreement & Security Deposit Receipt. IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written below.

Owner/Agent: <u>Prime Metropolis Properties, Inc.</u>	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____





## PRIME METROPOLIS PROPERTIES INC.

### **RESIDENTIAL LEASE ADDENDUM – INSURANCE**

This Insurance Addendum (“Addendum”) is dated and effective as of the date on the Residential Lease to which this Addendum is attached and made a part of (the “Lease”) and is made by and between Landlord and Resident for the Unit at the Premises identified in the Lease.

Resident acknowledges that property or liability insurance maintained by Landlord will not protect against loss or damage to Resident’s personal property or belongings, or cover Resident’s liability for loss or damage caused by the actions of Resident or any occupant of the Unit. Resident also acknowledges that by not maintaining a policy of personal liability insurance, Resident may be liable to others, including, if applicable, Landlord, for loss or damage caused by the actions of Resident to maintain a policy of personal liability insurance, which provides limits of liability to third parties. Resident agrees to maintain, at Resident’s sole expense, during the Term of the Lease and any subsequent renewal periods, a policy of personal liability insurance satisfying such requirements. This liability insurance does not protect Resident against loss or damage to Resident’s personal property or belongings – only a renter’s insurance policy does this.

Resident hereby agrees to purchase personal liability insurance from an insurance company of Resident’s choosing. Resident will provide Landlord with written proof of compliance with this Insurance Addendum **Upon signing lease or no later than move in time.**

A default under the terms of this Addendum shall be deemed a material default under the terms of the Lease, and Landlord shall be entitled to exercise all rights and remedies at law or in equity. Except as specifically stated herein, all other terms and conditions of the lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control. Any term that is capitalized but not defined in this Addendum that is capitalized and defined

Tenant(s) Initials: \_\_\_\_\_

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San Francisco  
950 Taraval Street, San Francisco, CA 94116  
415.731.0303

Seattle  
8638-138th Place SE, Newcastle, WA 98059  
425.688.3003

Seattle mailing  
6947 Coal Creek Pkwy SE #747  
Newcastle, WA 98059



## PRIME METROPOLIS PROPERTIES INC.

in the lease shall have the same meaning for purposes of this Addendum as it has for purposes of the Lease.

### SEVERABILITY

If any provision of this Addendum of the Lease were determined to be invalid or unenforceable, such determination shall not affect, impair or invalidate any other provisions of this Lease.

**\*Tenant(s) is/are required to add  Owner /  Agent: \_\_\_\_\_  
as additional interest.\***

Resident(s) (Sign and Date)

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Owner(s)/Agent(s) (Sign and Date)

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Tenant(s) Initials: \_\_\_\_\_

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San Francisco  
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## PRIME METROPOLIS PROPERTIES INC.

6/5/2023

Date

### Re: Adding Prime Metropolis Properties, Inc. as Additional Interest

Dear Insurance Agent,

Please accept this letter as an official request to add my landlord/property management company, Prime Metropolis Properties, Inc., as an additional interest for my renters insurance policy at my new home, 8641 138th Pl SE, Newcastle, WA 98059.

Please mail a copy of the updated policy to my landlord/property management company at the following address:

6947 Coal Creek Pkwy SE, #747, Newcastle, WA 98059

Thank you.

### Resident(s) (Sign and Date)

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Tenant(s) Initials: \_\_\_\_\_

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425.688.3003

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6947 Coal Creek Pkwy SE #747  
Newcastle, WA 98059



## MOLD ADDENDUM

Owner/Agent Name: Prime Metropolis Properties, Inc.

Resident Name(s): Rosalyn Carter Allen and Ryan Thomas Allen

Premises Address: 8641 138th PI SE, Newcastle, WA 98059

Building Name: \_\_\_\_\_

To minimize the occurrence and growth of mold in the Leased Premises, Resident hereby agrees to the following:

- 1. Moisture Accumulation** – Resident shall remove any visible moisture accumulation in or on the Leased Premises, including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after occurrence; use exhaust fans in kitchen and bathroom when necessary; and keep climate and moisture in the Leased Premises at reasonable levels.
- 2. Apartment Cleanliness** – Resident shall clean and dust the Leased Premises regularly, and shall keep the Leased Premises, particularly kitchen and bath, clean.
- 3. Notification of Management** – Resident shall promptly notify management in writing of the presence of the following:
  - A water leak, excessive moisture, or standing water inside the Leased Premises;
  - A water leak, excessive moisture, or standing water in any community common area;
  - Mold growth in or on the Leased Premises that persists after resident has tried several times to remove it with household cleaning solution, such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach;
  - A malfunction in any part of the heating, air conditioning, or ventilation system in the Leased Premises.
- 4. Liability** – Resident shall be liable to Owner for damages sustained to the Leased Premises or to Resident's person or property as a result of Resident's failure to comply with the terms of this Addendum.
- 5. Violation of Addendum** – Violation of the Addendum shall be deemed a material violation under the terms of the Lease, and Owner shall be entitled to exercise all rights and remedies it possesses against Resident at law or in equity.

### ACKNOWLEDGMENT

In case of a conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of the Addendum shall govern. This MOLD ADDENDUM is incorporated into the lease executed or renewed on the date below written.

I/We agree to the addition of the provisions identified herein to our WA State Lease/Rental Agreement & Security Deposit Receipt. IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written below.

Owner/Agent: <u>Prime Metropolis Properties, Inc.</u>	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____

Owner/Agent Name: Prime Metropolis Properties, Inc.Resident Name(s): Rosalyn Carter Allen and Ryan Thomas AllenPremises Address: 8641 138th PI SE, Newcastle, WA 98059

Building Name: \_\_\_\_\_

**What are molds?**

With more than 100,000 species in the world, it is no wonder molds can be found everywhere. Neither animal or plant, molds are microscopic organisms that produce enzymes to digest organic matter and spores to reproduce. These organisms are part of the fungi kingdom, a realm shared with mushrooms, yeast, and mildews. In nature, mold plays a key role in the decomposition of leaves, wood, and other plant debris. Without mold, we would find ourselves wading neck-deep in dead plant matter. And we wouldn't have great foods and medicines, such as cheese and penicillin. However, problems arise when mold starts digesting organic materials we don't want them to, like our homes.

**How do molds grow in my home?**

Once mold spores settle in your home, they need moisture to begin growing and digesting whatever they are growing on. There are molds that can grow on wood, ceiling tiles, wallpaper, paints, carpet, sheet rock, and insulation. When excess moisture or water builds up in your home from say, a leaky roof, high humidity, or flooding, conditions are often ideal for molds. Longstanding moisture or high humidity conditions and mold growth go together. Realistically, there is no way to rid all mold and mold spores from your home; the way to control mold growth is to control moisture.

**How can I be exposed to mold?**

When molds are disturbed, their spores may be released into the air. You then can be exposed to the spores through the air you breath. Also, if you directly handle moldy materials, you can be exposed to mold and mold spores through contact with your skin. Eating moldy foods or hand-to-mouth contact after handling moldy materials is yet another way you may be exposed.

**How can molds affect my health?**

Generally, the majority of common molds are not a concern to someone who is healthy. However if you have allergies or asthma, you may be sensitive to molds. You may experience skin rash, running nose, eye irritation, cough, congestion, and aggravation of asthma. Also if you have an immune suppression or underlying lung disease, you may be at increased risk for infections from molds.

When necessary, some resourceful molds produce toxins in defense against other molds and bacteria called mycotoxins. Depending on exposure level, these mycotoxins may cause toxic effects in people, also. Fatigue, nausea, headaches, and respiratory and eye irritation are some symptoms that may be experienced from exposure to mycotoxins. If you or your family members have health problems that you suspect are caused by exposure to mold, you should consult with your physician.

**How do I know if I have a mold problem?**

You may have seen white thread-like growths or clusters of small black specks along your damp bathroom or basement walls, or smelled a "musty" odor. Seeing and smelling mold is a good indication that you have a mold problem. However, you cannot always rely upon your senses to locate molds. Hidden mold can be growing behind wall coverings or ceiling tiles.

Common places to find mold are in areas where water has damaged building materials and furnishings perhaps from flooding or plumbing leaks. Mold can also be found growing along walls where warm moist air condenses on cooler wall surfaces, such as inside cold exterior walls, behind dressers, headboards, and in closets where articles are stored against walls. Rooms with both high water usage and humidity, such as kitchens, bathrooms, laundry rooms, and basements are often havens for mold. If you notice mold or know of water damaged areas in your home, it is time to take action to control its growth.

**How can I control mold growth in my home?**

Fix any moisture problems in your home:

- Stop all water leaks first. Repair leaking roofs and plumbing fixtures. Move water away from concrete slabs and basement walls.
- Increase air circulation within your home, especially along the inside of exterior walls, and ventilate with fresh air from outside. Provide warm air to all areas of the home. Move large objects away from the inside of exterior walls just a few inches to provide good air circulation.
- Install and use exhaust fans in bathrooms, kitchens, and laundry rooms.
- Ventilate and insulate attic and crawl spaces. Cover earth floors in crawl spaces with heavy plastic.
- Clean and dry water damaged carpets, clothing, bedding, upholstered furniture within 24 to 48 hours, or consider removing and replacing damaged furnishings.
- Vacuum and clean your home regularly.

**How do I clean up mold?**

The time you are most likely to stir up spores and be exposed is the very time you are trying to clean up your mold problem. That's when you need to be the most careful. First, try to determine the extent of the mold infestation. If the area is small and well defined, clean up can be done by you,



as long as you are free of any health symptoms or allergies. However, if the mold problem is extensive, such as between the walls or under the floors, you should leave clean up to a professional.

#### **Large areas**

1. Consider having a professional cleanup the area. To find a professional, check under "Fire and Water Damage Restoration" in your Yellow Pages. If you decide to clean up on your own, follow the guidance below.
2. Protect yourself by using goggles, gloves, and breathing protection while working in the area. For large consolidated areas of mold growth, you should use an OSHA (Occupational Safety & Health Administration) approved particle mask.
3. Seal off area from the rest of your home. Cover heat registers or ventilation ducts/grills. Open a window before you start to clean up.
4. Remove all your furnishings to a neutral area to be cleaned later. Follow cleaning directions below.
5. Bag all moldy materials you will be discarding.
6. Scrub all affected hard surfaces:
  - First with a mild detergent solution, such as laundry detergent and warm water.
  - (optional step) Then use a solution of  $\frac{1}{4}$  cup bleach to one quart of water. Wait 20 minutes and repeat. Wait another 20 minutes.
  - Last, apply a borate-based detergent solution and do not rinse. This will help prevent mold from growing again. To find a borate-based detergent, read the ingredients listed on the package label for borates.
7. Give the entire area a good cleaning. Vacuum floors, and wash bedding and clothes if exposed.

#### **Small areas**

1. Protect yourself by using goggles, gloves, and breathing protection while working in the area. For small isolated areas of mold growth, a cotton dust mask should do.
2. Seal off area from the rest of your home. Cover heat registers or ventilation ducts/grills. Cover all your furniture. Open a window before you start clean up.
3. Bag all moldy materials, you will be discarding.
4. Scrub all affected hard surfaces:
  - First with a mild detergent solution, such as laundry detergent and warm water.
  - (optional step) Then use a solution of  $\frac{1}{4}$  cup bleach to one quart of water. Wait 20 minutes and repeat. Wait another 20 minutes.
  - Last apply a borate-based detergent solution and do not rinse. This will help prevent mold from growing again. To find a borate-based detergent, read the ingredients listed on the package label for borates.
5. Give the entire area a good cleaning, vacuum floors, and wash bedding and clothes if exposed.

#### **Clean all furnishings exposed to mold.**

- Permeable and washable, such as clothing, bedding, and other washable articles: simply run through the laundry.
- Non-permeable and washable, such as wood, metal, plastic, glass, and ceramics: mix a solution of lukewarm water and laundry detergent, and wipe down your articles.
- Permeable, but not washable, such as beds and furniture: if these furnishings are moldy, you should consider discarding and replacing them. If you decide it is a keeper, take the furnishing outside. Give it a good vacuuming, and let it air out. When finished, if you do not notice an odor it should be okay. However, watch for any mold growth or health problems.

Owner/Agent: Prime Metropolis Properties, Inc.	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____



## SATELLITE DISH INSTALLATION ADDENDUM

Owner/Agent Name: Prime Metropolis Properties, Inc.

Resident Name(s): Rosalyn Carter Allen and Ryan Thomas Allen

Premises Address: 8641 138th PI SE, Newcastle, WA 98059

Building Name: \_\_\_\_\_

Residents may install satellite dishes on the rental Premises only as provided in this addendum. Residents living in units that can receive satellite signals who wish to install satellite dishes must adhere to the following rules – check all that apply:

- You may not install a satellite dish in a common area or on the roof or an exterior wall. You may not install a satellite dish outside the premise unless you have a balcony or patio. You may install a dish entirely inside your rental premises.
- Satellite dish must not be larger than one meter in diameter. You may not install any satellite dish larger than one meter (3 feet, 3 inches), measured across its widest part.
- Dish must be securely mounted. Your dish must be mounted in such a manner that it cannot become dislodged. It must not extend beyond the edge of the patio, balcony railing or premise. You may not hang a dish out the window.
- You must not damage the premises when installing your dish. You may not drill holes in railings, exterior walls, or any other location where holes might impair the building's waterproofing or there is a risk of striking electrical or water lines.
- Dish must be professionally installed. You may hire a professional to install it for you, and our maintenance staff will supervise the installation. If available, you may request the Owner or premises maintenance personnel to install it for you for a nominal fee.
- You are liable for any injury or damage to persons or property caused by your dish, and you must maintain liability insurance covering any such injury or damage. You install and operate your dish at your own risk. To ensure that you are able to pay damages in the event that your dish causes injury or damage, you must purchase and maintain liability insurance for your dish for as long as you reside at the premises. You must provide us with proof of that insurance before beginning the installation.
- Historic preservation rules which direct proper installation and any restrictions.
- Other:

- Tenant(s) agree to get landlord's approval regarding installation spot/area.
- Tenant(s) is/are to remove satellite dish prior to move out.
- Tenant(s) is/are responsible for all charges if the satellite is left at property upon moving out.

### ACKNOWLEDGMENT

If you wish to have a satellite dish, please contact the Owner. Installation cannot commence without compliance with the terms stated herein.

I/We agree to the addition of the provisions identified herein to our WA State Lease/Rental Agreement & Security Deposit Receipt. IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written below.

Owner/Agent: <u>Prime Metropolis Properties, Inc.</u>	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____



## SMOKE FREE ADDENDUM

Owner/Agent Name: Prime Metropolis Properties, Inc.

Resident Name(s): Rosalyn Carter Allen and Ryan Thomas Allen

Premises Address: 8641 138th PI SE, Newcastle, WA 98059

Building Name: \_\_\_\_\_

The rental property at the above address has been designated as a "Smoke Free Residence" requiring all Residents/Occupants, guests and invitees to refrain from all types of smoking within the above mentioned dwelling.

"Smoke Free Building" requiring all Residents/Occupants, guests and invitees to refrain from all types of smoking within all units balcony/patio and the common areas of subject property.

All types of smoking are prohibited in all public areas of residential properties in accordance with RCW 70.160.075. Smoking in public is allowed only if done in excess of 25 feet from an entrance/exit. Resident is responsible to clean up all cigarette garbage and not leave cigarette garbage behind.

Other:

Marijuana is legal in Washington for medical purposes; however, it is still a Schedule 1 drug and it is illegal under federal law; therefore it is prohibited on the premises.

### ACKNOWLEDGMENT

Resident(s) agree(s) to comply with this addendum and understand(s) that the enforcement upon its guests and invitees will be Resident's responsibility. Non-compliance with the smoke free addendum may result in one or more of the following actions by Owner /Agent:

1. Service of a 10 Day Notice to Comply with Agreement or Vacate
2. Forfeiture of all or part of your security deposit due to any resulting smoke damage/odor
3. Eviction action in enforcement of the lease terms and this addendum.

I/We agree to the addition of the provisions identified herein to our WA State Lease/Rental Agreement & Security Deposit Receipt. IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Owner/Agent: <u>Prime Metropolis Properties, Inc.</u>	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____



**PRIME METROPOLIS  
PROPERTIES INC.**

### RENTAL FEE SCHEDULE

Description	Fees	Due Date
Utility Account Opening Fee: If not opened by tenants within 5 days after move in	\$50 per account	Upon notice
Late Fee	Per lease	Upon notice
NSF Fee: If rent check is bounced or online payment reversal	\$35	Upon notice
Replace missing keys or request for duplicate key	\$50/key	Due upon services
Replace missing fob(s), keycard(s), or remote(s) and program remote(s)	At actual cost	Due upon services
Move out cleaning (house cleaning, carpet cleaning, landscaping). Per lease/lease addendum, invoice is required for proof of service; Otherwise, service will be requested at tenants cost.	As per invoice	Due upon services
CO Detector & Smoke Detector Battery & Equipment Fee: If not working or missing at move out	\$40 each	Due upon services
Lightbulbs missing or burnt out at move out	Labor cost plus \$10 minimum each bulb, up to actual cost	Due upon services
Water filter and HVAC filter replacement	As per invoice	Due upon services
Window blinds or window screens damaged or missing	As per invoice	Due upon services
Dumping charges: If any items are left at move out	As per invoice	Due upon services
Bedroom locks installed without landlord's approval will need to be restored back	\$100 each	Due upon services
Pet Special Cleaning & Flea Treatment Charge: If not done by a professional service (invoices required for proof of service)	As per invoice	Due upon services
Pet Waste per occurrence	\$50	Due at request
If the property has a No Pet's Policy, penalty will be imposed for any violation	\$300	Due at request
Garbage disposal, sink, shower, toilet clogged due to tenant's misuses	As per invoice	Due upon services
Other damages per estimates or invoices	As per invoices	Due upon services
Addendum to add/drop approved tenants during lease term	\$200 each	Due at request

Tenant(s) Initials: \_\_\_\_\_

**San Francisco**

950 Taraval Street, San Francisco, CA 94116  
415.731.0303

**Seattle**

8638-138th Place SE, Newcastle, WA 98059  
425.688.3003

**Seattle mailing**

6947 Coal Creek Pkwy SE # 747  
Newcastle, WA 98059



## PRIME METROPOLIS PROPERTIES INC.

### **ROOMMATE AUTHORIZATION FORM**

I acknowledge that the move-in inspection for the property located at  
8641 138th Pl SE, Newcastle, WA 98059 will be performed and completed upon the actual move-in date/time.

If all the lessee's cannot be present at the time of the move-in inspection, for any reason, I authorize any of my roommate(s), who will be present at the move-in inspection, to complete the walkthrough and sign the Property Condition Checklist on my behalf.

Resident(s) (Sign and Date)

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PRIME METROPOLIS  
PROPERTIES INC.

### VEHICLES' REGISTRATION

The following vehicle(s) belong to Resident(s):

Vehicle 1: Honda - Odyssey - 2016 - Dark gray - 9BE964 (MA)

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Make - Model - Year - Color - License Plate

Vehicle 2:

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Make - Model - Year - Color - License Plate

Vehicle 3

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Make - Model - Year - Color - License Plate

Vehicle 4:

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Make - Model - Year - Color - License Plate

Resident(s) (Sign and Date)

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Owner(s)/Agent(s) (Sign and Date)

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PRIME METROPOLIS  
PROPERTIES INC.

**Tenants agree if allowing the accumulation of feces at front lawn or rear yard on the property, there will be \$50 fine for each warning incident.**

Resident(s) (Sign and Date)

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Owner(s)/Agent(s) (Sign and Date)

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-- Source: Seattle Public Utilities

Tenant(s) Initials: \_\_\_\_\_

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Newcastle, WA 98059



# COMMUNITY & HOME OWNER ASSOCIATION ADDENDUM

Owner/Agent Name: Prime Metropolis Properties, Inc.

Resident Name(s): Rosalyn Carter Allen and Ryan Thomas Allen

Premises Address: 8641 138th PI SE, Newcastle, WA 98059

Building Name: \_\_\_\_\_

It is agreed between Owner/Agent and Resident as follows:

The Premises are part of a Condominium Complex known as (the 'Condominium Complex') Heritage Newcastle II Associates

1. In addition to the terms of the WA State Lease/Rental Agreement & Security Deposit Receipt between Owner/Agent and Resident, Resident shall comply with all rules and regulations governing the Condominium Complex, including but not limited to, The Declaration of Condominium, and reservations set forth on the Survey Map associated with the Condominium Complex, the Rules and Regulation for occupants of the Condominium Complex, and the Bylaws governing the Condominium Complex (collectively, the 'HOA Documents').
2. Resident shall promptly pay to Condominium Complex any fines or charges assessed against Resident as a result of Resident's violation of the HOA Documents. Resident shall reimburse Owner/Agent immediately upon demand for any fines or charges assessed against Owner/Agent as a result of Resident's violation of the HOA documents.
3. In case of any conflict between the WA State Lease/Rental Agreement & Security Deposit Receipt and the HOA Documents, whichever is more restrictive in governing the conduct of occupants of the Premises shall control.
4. If Resident receives a notice from the HOA, the Resident is to immediately forward same copy to owner. If issues arise, communication with the HOA is only to be made through the Owner.

## **ACKNOWLEDGMENT**

I/We agree to the addition of the provisions identified herein to our WA State Lease/Rental Agreement & Security Deposit Receipt. IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written below.

Owner/Agent: <u>Prime Metropolis Properties, Inc.</u>	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____



## PRIME METROPOLIS PROPERTIES INC.

### **Do's and Don'ts - Garbage Disposals**

**DO** grind food waste only with a strong flow of “**cold water**” only.

DO grind food waste material, allowing the disposal and water to run for a full two minutes after grinding. This permits the disposal to flush water through the drain lines to the main sewer and prevents possible clogging of those drain lines.

DO flush disposal for self-cleansing. Allow disposal and cold water to run after grinding or after draining the sink and dishwasher. Some detergents are caustic, flushing will pass such material into the drain line without disposal damage.

DO replace the cover or sink strainer at drain position while the unit is idle, and leave in this position to prevent foreign material from accidentally dropping into disposal.

DO run the dishwasher after using the disposal. This will prevent waste from drying in the dishwasher drain and clogging the line.

**DON'T** use hot water when grinding food waste; However, hot water can be drained into disposal between grinding periods.

DON'T dispose of fat and/or greases in your disposal, nor through your kitchen drain. Grease will cling to the drainpipes and cause clogging. Keep grease in used cans until it hardens and dispose of in the trash.

DON'T feed fibrous food waste (corn husks, potato skins, pea pods, celery, onion skins, carrot tops or skins, artichoke leaves, etc.) into the disposal.

DON'T grind hard materials such as bone, fruit pits, cigarette butts, etc.

**DON'T misuse your disposal.** It is ruggedly built to give you trouble-free performance. It will dispose of most normal food wastes, but it will **NOT** grind and dispose of non-food waste such as tin cans, bottles, bottle caps, glass, china, leather, cloth, rubber, string, or feathers; these items should be disposed of in the trash can.

**DON'T PUT LYE OR OTHER CHEMICAL CLEANERS INTO THE DISPOSAL.** PRODUCERS OF SOME CLEANERS WARN THAT THEIR PRODUCT IS INJURIOUS. WARRANTIES ARE VOIDED WHEN CHEMICAL DAMAGE IS DETECTED.

Misuse or neglect of your garbage disposal unit may necessitate the replacement of this unit and/or cleaning of the drainpipes, and these costs **will be charged back to the resident.**

I have read the foregoing statements of “Do's and Don'ts - Garbage Disposals” and I agree to abide by these rules. I further acknowledge and accept the terms set within that any abuse caused by myself or anyone in my household will be billed to me and I agree to pay for the maintenance charges of the abuse.

**Resident(s) (Sign and Date)**

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PRIME METROPOLIS  
PROPERTIES INC.

Exhibit C

1. Prime Metropolis Properties, Inc. at 6947 Coal Creek Pkwy SE #747, Newcastle, WA 98059.
2. Bank of America at 6950 Coal Creek Pkwy SE, Newcastle, WA 98059.

Tenant(s) Initials: \_\_\_\_\_

**San Francisco**  
950 Taraval Street, San Francisco, CA 94116  
415.731.0303

**Seattle**  
8638-138th Place SE, Newcastle, WA 98059  
425.688.3003

**Seattle mailing**  
6947 Coal Creek Pkwy SE #747  
Newcastle, WA 98059



**PRIME METROPOLIS  
PROPERTIES INC.**

## **LANDSCAPING ADDENDUM**

I/We, Rosalyn Carter Allen and Ryan Thomas Allen, the tenant(s) at  
8641 138th Pl SE, Newcastle, WA 98059 agree as follows:

I understand that I am responsible for the care of the landscaping on the property I have leased. "Landscaping" refers to lawn, shrubs and decorative areas such as areas covered with rock or bark. "Care" includes mowing, watering and fertilizing grass and keeping decorative areas clear of weeds, grass and rubbish as necessary to maintain a neat appearance.

**MOWING:**

Mowing should be done weekly during growing season and less frequently during non-growing season. Mowing at longer intervals harms the grass by cutting away most of the leaf blade, leaving only the leaf stem. Unavailability of a lawn mower or other lawn tools is not an acceptable reason for not mowing. If your yard is "edged" at the time you take possession, you must keep up the edging in a neat and tidy manner.

**YARD WASTE:**

Yard waste must be properly disposed of. Please check with your refuse company as to the proper method of disposal. A pile in the corner of the yard is not proper disposal.

**WATERING:**

You are responsible for proper watering of the yard. Usually, long periods of watering several times a week are better for the grass than daily watering for short periods. However, if you observe excessive runoff, shorter periods may be necessary. If your water district restricts watering, you must follow their restrictions. Please note, however, that even with restricted watering, you are usually allowed to hand water shrubs and plants.

**FERTILIZING:**

Use of "weed and feed" type fertilizer every three month is recommended.

Tenant(s) Initials: \_\_\_\_\_

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**PRIME METROPOLIS  
PROPERTIES INC.**

### **PRUNING:**

You are not expected to do any pruning of shrubs, plants or trees on your property. Please notify the Landlord, if any pruning is needed.

### **SPRINKLER SYSTEMS:**

It is your responsibility to clean and adjust sprinkler heads, risers and timers and to repair broken sprinkler heads and risers. Sprinkler heads and risers last indefinitely unless struck by a lawn mower, stepped on or driven on. Insects tend to crawl into sprinkler head nozzles during the winter; it may be necessary to unscrew the head and clean the insects out in the spring. Sprinkler systems must be turned off and drained in the fall to prevent frozen lines in the winter. If the sprinkler system does not cover the entire yard, Tenant agrees to water the uncovered portion with a hose and sprinkler.

### **LOW MAINTENANCE LANDSCAPING:**

If your property contains bark, lava rock, and gravel or other "low maintenance" landscaping, it is your responsibility to keep these areas clear of weeds and debris (paper, cans, etc.). Bark and rock used in landscaping must not be disturbed.

### **VACANT PROPERTIES:**

In the event that a property has been vacant prior to occupancy, the grass may be dry or slightly long. You are still responsible for regular watering and mowing. Dry grass will turn green with watering. "It was brown when I moved in" is not a reason for not watering.

### **MOSS IN LAWN:**

You are responsible for keeping moss out of your yard. The moss must be treated with a commercial moss killer (available in hardware, lawn and garden shops). When the moss turns black, it must be raked out of the lawn. If it is not raked out of the lawn, the moss will return in a very little time.

### **WEEDS:**

Nearly all lawns have some weeds. They can be kept under control by the use of a "weed and feed" fertilizer. Weeds in beds must be removed by hand. Weeds and grass in gravel or barked areas (where there are no plants) can be controlled with the use of a

Tenant(s) Initials: \_\_\_\_\_

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**Seattle mailing**  
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Newcastle, WA 98059



**PRIME METROPOLIS  
PROPERTIES INC.**

"weed/vegetation killer". Please use all weed killers with caution and follow manufacturers' instructions.

**CHANGES TO LANDSCAPING:**

The landscaping will not be changed in any significant manner without the written permission of the Landlord. Should you make a major change without written permission, you may be held responsible for the cost of restoring the landscaping to its present condition.

**NEGLECTED LANDSCAPING:**

We inspect the exterior of all properties monthly. If you are not maintaining your landscaping, you will receive a notice from Prime Metropolis Properties, Inc., giving you ten days to correct the landscaping problem. If the landscaping problem is not corrected to Prime Metropolis Properties, Inc.'s standards within ten days, a professional landscaping company will be hired to correct the problem for you. You will, of course, be responsible for the cost of the landscaping.

For those who do not have the tools, time, or interest, consider hiring a professional landscaper. Prime Metropolis Properties, Inc. can recommend several.

I have read the foregoing Landscaping Addendum and agree to abide by its rules and recommendations.

Resident(s) (Sign and Date)

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Owner(s)/Agent(s) (Sign and Date)

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Tenant(s) Initials: \_\_\_\_\_

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San Francisco  
950 Taraval Street, San Francisco, CA 94116  
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Newcastle, WA 98059



# DEPOSIT PAYMENT SCHEDULE (WA STATE)

***Use Deposit Payment Schedule (Extended) form in Burien, Kenmore, Kirkland, Redmond, and Seattle.***

Owner/Agent Name: Prime Metropolis Properties, Inc.

Resident Name(s): Rosalyn Carter Allen and Ryan Thomas Allen

Premises Address: 8641 138th Pl SE, Newcastle, WA 98059

Building Name: \_\_\_\_\_

WA State RCW 59.18.610 permits tenants to pay deposits, non-refundable fees, and last month's rent in installments. Statutes in the Cities of Auburn, Burien, Olympia, and Tacoma permit the same minimum installment payments. Resident has elected:

- to pay over the maximum time permitted by the ordinance.
- to pay in a lump sum at the inception of tenancy.
- a different schedule that the parties have mutually agreed upon

— Owner/Agent Initials: \_\_\_\_\_ | Resident(s) Initials: \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_

**INSTALLMENT TYPES – to begin at the inception of the tenancy:**

- For a term lease of 3 months or greater:** The total deposit, non-refundable move-fees, and last month's rent pre-payment may be paid in three consecutive, equal monthly installments.
- For a Term lease less than 3 months:** The total deposit, non-refundable move-in fees, and last month's rent pre-payment may be paid in no more than 2 months. The first payment is due at the inception of the tenancy, and the second payment is due on the first day of the second month of tenancy.

	MONTH 1	MONTH 2	MONTH 3
Payment Due Dates:	6/9/2023	_____	_____
Security Deposit: \$ <u>3,000.00</u>	\$ <u>3,000.00</u>	\$ _____	\$ _____
Non-Refundable Fees: \$ <u>200.00</u>	\$ <u>200.00</u>	\$ _____	\$ _____
Last Month's Rent: \$ <u>0.00</u>	\$ _____	\$ _____	\$ _____
Pet Deposit: \$ <u>0.00</u>	\$ _____	\$ _____	\$ _____
Total: \$ <u>3,200.00</u>	\$ <u>3,200.00</u>	\$ <u>0.00</u>	\$ <u>0.00</u>

**Owner/Agent may not impose any fee, charge any interest, or impose other costs if a resident elects to pay in installments.**

A resident's failure to pay a security deposit and non-refundable move-in fee according to an agreed payment schedule is a breach of the rental agreements and subjects the resident to a 14-day notice pursuant to RCW 59.12.030(3).

*NOTE: The resident cannot elect to pay the security deposit and non-refundable move-in fees in installments if: (a) the total amount of the security deposit and non-refundable move-in fees are equal to, or less than 25% of the first full month's rent, and (b) payment of last month's rent is not required at the inception of the tenancy.*

**ACKNOWLEDGMENT**

I / We agree to the addition of the provisions identified herein to our WA State Lease/Rental Agreement & Security Deposit Receipt. IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Owner/Agent: <u>Prime Metropolis Properties, Inc.</u>	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____



EQUAL HOUSING  
OPPORTUNITY

# We believe in Fair Housing

- We gladly receive inquiries from all.
- We apply fair and equitable criteria when evaluating applicants.
- We enforce our rules equally and without discrimination.
- We set rents, deposits and fees without discrimination.
- We respond to repair requests and other tenant concerns equally.
- We provide reasonable accommodations for people with disabilities.

If you believe you have  
experienced discrimination:

In Seattle, it is illegal  
to discriminate in the  
rental or sale of housing  
because of:

*Race  
National origin  
Disability  
Use of a service animal  
Sex  
Sexual orientation  
Gender identity  
Parental status  
Retaliation  
Age  
Religion  
Marital status  
Use of a Section 8 certificate  
Alternative source of income  
Ancestry  
Color  
Creed  
Political ideology  
Military status or veteran*

## *In Seattle, contact*



Seattle  
Office for Civil Rights  
810 Third Ave, Suite 750  
Seattle, WA 98104-1627  
Tel: 206-684-4500 TTY: 206-684-4503  
[www.seattle.gov/civilrights](http://www.seattle.gov/civilrights)

## *Elsewhere, contact*



U.S. Department of Housing  
& Urban Development  
909 1st Avenue, Suite 200  
Seattle, WA 98104-1000  
Tel: 206-220-5101 or 1-800-877-0246  
TTY: (206) 220-5254 [www.portal.hud.gov](http://www.portal.hud.gov)



# Appliances

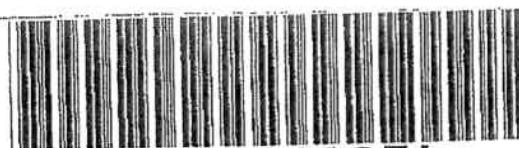
For 8641 138th Place SE Newcastle WA 98059 (Warranty) ACL  
All Appliances

Prepared By: Prime Metropolis Properties Inc (PMP Inc)  
6947 Coal Creek Pkwy SE #747 Newcastle, WA 98059

Unit	Name	Make & Model	Description	Installed on	Last serviced	Warranty ends on
<b>8641 138th Place SE Newcastle WA 98059 (Warranty) ACL</b>						<b>Total Appliances: 8</b>
--	Cooktop	KitchenAid KCGS556ESS 02	S/N: D71303846  According to the serial number this product may have been manufactured in Danville, KY or Cleveland, Tenn., March of 1987 or 2017.			
--	Dishwasher	Miele G 892 SCU PLUS	No: 27/65214844			
--	Furnace	Rheem	S/N:  Has whole house ventilation			
--	Garbage Disposal	Moen GXP50c	Installed by American Quality Plumbing	1/20/2022		
--	Microwave Oven	GE PT7800SH8SS	S/N: HR102514Q  Unit ordered by home warranty company.	8/1/2020		8/1/2021
--	Range Hood	KitchenAid KWCU360JS S-1	S/N: FJT0801518  According to the serial number this product may have been manufactured February of 2006.			
--	Refrigerator	KitchenAid KBFA20ERSS 01	S/N: ECT2811714  According to the serial number this product may have been manufactured July of 2006.			
--	Water Heater		S/N: RHLN0606Z06443  50 Gal Gas  New Water Heater Installed on 9/8/2022	6/1/2006		

Return Address:

Heritage Newcastle II Associates LLC  
 12011 NE 1<sup>st</sup> Street, Suite 201  
 Bellevue, WA 98005



**20050818000351**

CITY OF NEWCAS COV 91.00  
 PAGE001 OF 028  
 08/18/2005 09:16  
 KING COUNTY, WA

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)**

**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Declaration of Covenants, Conditions, Restrictions, Easements and Reservations for Ridgewood at Newcastle

**Reference Number(s) of Documents assigned or released:**

Additional reference #'s on page \_\_\_\_\_ of document

**Grantor(s)** (Last name, first name, initials)

1. Heritage Newcastle II Associates LLC

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

**Grantee(s)** (Last name first, then first name and initials)

1. *City of Newcastle*

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

**Legal description** (abbreviated; i.e. lot, block, plat or section, township, range)

Portion of Section 34, Township 24 North, Range 5 EWM in the City of Newcastle

Additional legal is on page 24 of document.

**Assessor's Property Tax Parcel/Account Number**

Assessor Tax # not yet assigned

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

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

\_\_\_\_\_  
 Signature of Requesting Party

**DECLARATION  
of  
COVENANTS, CONDITIONS, RESTRICTIONS,  
EASEMENTS AND RESERVATIONS  
for  
RIDGEWOOD AT NEWCASTLE**

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**DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS,  
EASEMENTS AND RESERVATIONS  
FOR  
RIDGEWOOD AT NEWCASTLE**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS (this "Declaration") is made this 30th day of June, 2005, by Heritage Newcastle II Associates LLC, (hereinafter called the "Declarant").

**RECITALS:**

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

B. Declarant plans to develop Ridgewood at Newcastle pursuant to a general plan for all of Ridgewood at Newcastle 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 Ridgewood at Newcastle to this Declaration for the benefit of Ridgewood at Newcastle and each Owner thereof.

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

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that all of Ridgewood at Newcastle 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 Ridgewood at Newcastle in furtherance of a general plan for the protection of Ridgewood at Newcastle, or any portion thereof. All, and each of these covenants, conditions and restrictions are hereby imposed as equitable servitudes upon Ridgewood at Newcastle. The covenants, conditions and restrictions and equitable servitudes set forth herein shall run with Ridgewood at Newcastle, and every portion thereof, shall be binding on all parties having or acquiring any right, title or interest in Ridgewood at Newcastle or in any part thereof, and their successors and assigns, shall inure to the benefit of every portion of Ridgewood at Newcastle 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:

**RECEIVED**

AUG 3 - 2005

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**CITY OF NEWCASTLE**

**"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 Ridgewood at Newcastle 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 (b) any portion of Ridgewood at Newcastle 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 Ridgewood at Newcastle; 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 Ridgewood at Newcastle to be for the benefit of all of the Owners.

**"Critical Area Tracts"** shall mean and refer to those areas on the Plat which are designated as Wetland and their associated buffers. These areas have been set aside, in the areas indicated on the Plat, for the protection and preservation of critical areas on Ridgewood at Newcastle.

**"Declarant"** shall mean Heritage Newcastle II Associates 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 one hundred and three (103) Lots comprising Ridgewood at Newcastle, 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 Ridgewood at Newcastle, 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 one hundred and three (103) lots numbered 1 through 103 on the Plat.

**"Ridgewood at Newcastle"** shall mean all of the real property described in Exhibit A annexed hereto. The term "Ridgewood at Newcastle" 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.

**"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 Ridgewood at Newcastle. **"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 Ridgewood at Newcastle, 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 "Ridgewood at Newcastle".

"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 Division of Records and Elections 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 nonelectric, 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 Ridgewood at Newcastle 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 RIDGEWOOD AT NEWCASTLE 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 2.3. 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 Ridgewood at Newcastle, 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. 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 Critical Areas.** Tracts G and K are publicly owned by the City of Newcastle and are to be left in an un-maintained natural state.

**Section 3.6 Maintenance of Tract B and C.** Tract B and C shall be maintained by the Association in accordance and as set forth in Section 6.1

#### **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 4.2 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 therefor, 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 Ridgewood at Newcastle 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.

**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.

## 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 required and agreed upon by the Committee and the Owner, and may include any or all of 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 Major alterations, additions or changes made to any landscaping placed on any Lot will require Committee approval; 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 Ridgewood at Newcastle 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 Ridgewood at Newcastle. 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 Ridgewood at Newcastle;

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 Ridgewood at Newcastle;

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 cultured stone, native stone, brick or stucco. Aluminum or "T-111" siding and aluminum window frames are not permitted. Types and colors of exterior paint and stain must be submitted to the Committee for approval.

**Section 10.2. Roof Drains.** Roof drains for Residences installed on Lots 1 through 103 must provide for discharge directly to the storm drainage system.

**Section 10.3. Foundation Drains.** Footing drains for structures installed on Lots 1 through 103 must provide for discharge directly to the storm drainage system.

**Section 10.4. Landscaping.** Yards, excluding Critical Areas, shall be fully landscaped within six (6) 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 10.5. Garages and Parking.** Each Residence shall include a garage sufficient to hold at least two (2) automobiles.

**Section 10.6. 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, unless approved by the Architectural Control Committee.

**Section 10.7. 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 Ridgewood at Newcastle, 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 Ridgewood at Newcastle, 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 Ridgewood at Newcastle which may be or become an annoyance or nuisance to the neighborhood or detract from the value of the Ridgewood at Newcastle 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 Ridgewood at Newcastle. 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 Ridgewood at Newcastle 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 Ridgewood at Newcastle.

**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 Ridgewood at Newcastle 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 Ridgewood at Newcastle 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 therefor 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 therefor 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 therefor, 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 thereunder 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 Ridgewood at Newcastle, 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 Ridgewood at Newcastle 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 herefrom 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.

## 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 Ridgewood at Newcastle 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 Ridgewood at Newcastle 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 Ridgewood at Newcastle, 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 Ridgewood at Newcastle 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 Persons 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.

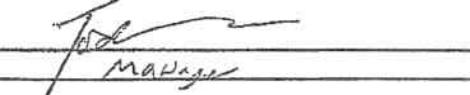
**16.8.6** The entitlement to indemnification hereunder shall inure to the benefit of the estate, executor, administrator, heirs, legatees or devisees of any Person entitled to such indemnification.

**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.

Newcastle II Assoc, LLC,

By:  
Its:

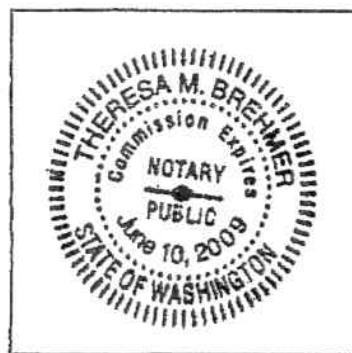


STATE OF WASHINGTON )  
COUNTY OF KING ) ss.  
                  )

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

On this 17<sup>th</sup> day of August, 2005, before me personally appeared Todd Bennett, to me known to be the Manager of Newcastle II Assoc, LLC the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, , for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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



(Use This Space for Notarial Seal  
Stamp)

Theresa M. Brehmer  
Notary Public in and for the State  
of Washington, residing at Marsville  
My commission expires: 6/10/69  
Theresa M. Brehmer  
[Type or Print Notary Name]

**EXHIBIT A**

**Description of Property Comprising Ridgewood at Newcastle**

**POR. NE 1/4, SW 1/4, SEC. 34, TWP. 24 N., RGE. 5E., W.M. POR. SE 1/4, NW 1/4, SEC. 34, TWP. 24 N., RGE. 5 E., W.M. CITY OF NEWCASTLE, KING COUNTY, WASHINGTON.**