



200511280835 33 PGS  
11-28-2005 02:33pm \$96.00  
PIERCE COUNTY, WASHINGTON

After Recording Return to:  
Copperfield Estates LLC  
310 29<sup>th</sup> St NE  
Puyallup, WA 98372

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,  
EASEMENTS & RESTRICTIONS FOR  
COPPERFIELD ESTATES**

Grantor: Copperfield Estates, LLC, a Washington limited liability company a Washington Limited Liability Company  
Grantee: Copperfield Estates  
Legal Description (abbreviated): Lots 1 through 119 of Copperfield Estates, as recorded under Pierce County Auditor's Recording Number 200511283008  
Assessor's Tax Parcel Number: 0519042027, 0519042034, 0519042040, 0519043030, 0519046006

The Declarant herein as the owners in fee of the real property legally described in this Declaration, hereby covenant, agree, and declare, that all of the properties and housing units constructed on the properties are and will be held, sold, and conveyed subject to this Declaration which is made for the purpose of enhancing and protecting the value, the desirability and attractiveness of the properties for the benefit of all the properties and their owners. The covenants, restrictions, reservations, and conditions, contained in this Declaration shall run with the land as easements and equitable servitudes, shall be binding upon the properties and each portion thereof and all persons owning, purchasing, leasing, subleasing or occupying any lot on the properties and upon their respective heirs, successors and assigns.

**ARTICLE ONE: DEFINITIONS**

For purposes of the Declaration, Articles of Incorporation and Bylaws of the Association, certain words and phrases have particular meanings, which are as follows:

1. "ACC" shall mean the Architectural Control Committee, as described in this Agreement.
2. "Articles" shall mean the Association's articles of incorporation and any amendments.
3. "Association" shall mean the Copperfield Estates Homeowners Association, which shall be formed as a nonprofit corporation for the purpose of administering this Declaration.

EXCISE TAX EXEMPT DATE 11-28-05  
Pierce County

By [Signature] Auth. Sig

For reference only, not for re-sale.

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

5. "Bylaws" shall mean the Association's Bylaws and any amendments.

6. "Common Areas" shall include but not be limited to Tracts A, B, D, C2, E and G as delineated on Copperfield Estates. Common areas shall also mean the property both real and personal in which the Association has been granted an easement or right of control and management by any written instrument including this Declaration or by delineation of the same on the plat map recorded for Copperfield Estates.

7. "Declaration" shall mean this Declaration of Protective Covenants, Conditions and Restrictions.

8. "Developer-Declarant" The Developer and Declarant shall mean Copperfield Estates LLC, a Washington Limited Liability Company. However Developer shall also include any entity, which purchases multiple lots from Copperfield Estates LLC for the purposes of constructing residences thereon. Until such time as Copperfield Estates LLC or any other entity purchasing multiple lots has sold all the lots by that party, then such party shall jointly exercise all rights reserved to the Declarant as set forth in this Declaration. At any time as such party has sold or conveyed all the lots held by that entity then that party shall no longer be considered a Developer or Declarant.

9. "Development Period" shall mean the period of time from the date of recording of this Declaration until 180 days after the date upon which 100% of the lots have been sold by the Developer or any shorter period, as determined by the Developer. A partial delegation of authority by the Developer of any of the management duties described in this Declaration shall not terminate the development period. In the event any loans with respect to any of the lots are insured through the Federal Housing Administration (FHA), the Veteran's Administration (VA), the Federal National Mortgage Association (FNMA), and the Federal Home Loan Mortgage Corporation, then in that event, the Development Period shall terminate at such time as 75% of all of the lots have been closed and sold to other than builders.

10. "Housing Unit" shall mean the building occupying a Lot.

11. "Institutional First Mortgagee" or "Mortgagee" shall mean a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company or state or federal agency which holds a first mote or deed of trust against a Lot or Housing Unit thereon.

12. "Lot" shall refer to one of the Lots located in Copperfield Estates consisting of Lots 1 through 119 of Copperfield Estates.

13. "Member" shall mean every person or entity that holds a membership in the Association.

14. "Mortgage" shall mean a mortgage or deed of trust encumbering a Lot or other portion of the Properties.

15. "Owner" shall mean the recorded owner of a Lot, whether one or more persons or entities, but excluding those having such interest merely as security. A real estate contract purchaser shall be deemed the Owner.

16. "Person" shall mean a natural person, a corporation, a partnership, trustee or other legal entity.

17. "Real Property" that is subject to this declaration is legally described as Lots 1 through 119 of Copperfield Estates, together with all common areas as defined by this Declaration.

18. "Sale" or "Sold" shall mean the date upon which ownership of a Lot is transferred from an Owner to another person or entity by recordation of an instrument of transfer such as a deed or real estate contract.

## **ARTICLE TWO: MANAGEMENT OF COMMON AREAS AND ENFORCEMENT OF DECLARATION**

Section One: Development Period. During the development period the Declarant Copperfield Estates LLC shall appoint the sole director of the Association. The Declarant may also appoint members of the Association to other committees or positions in the Association as the Declarant deems appropriate to serve at the Declarant's discretion and may assign such responsibilities, privileges, and duties to the Members as the Declarant determines for such time as the Declarant determines. Any member appointed by the Declarant during the development period may be dismissed at the Declarant's discretion. The Declarant shall also appoint members to the Architectural Control Committee. At such time as the Declarant has sold and conveyed all lots, then the Declarant may resign as a director of the Association and from any other committees for the duration of the development.

At such time as the Declarant has sold and conveyed all lots then any Developer as defined in this Agreement for the duration of the development period shall be entitled to appoint a director to the Association as well as a Member to the Architectural Control Committee.

Section Two: Purpose of Development Period. The Declarant and Developer's control of the Association during the Development Period is established in order to ensure that the Properties and the Association will be adequately administered in the initial phases of development, ensure an orderly transition of Association operations, and to facilitate the Developers completion of construction of Housing Units.

Section Three: Authority of Association After Development Period. At the expiration of the Declarant and Developer's management authority the Association shall have the authority and obligation to manage and administer the Common Areas and to enforce this Declaration.

Such authority shall include all authority provided for in the Association's Articles, Bylaws, rules and regulations and this Declaration. The Association shall also have the authority and obligation to manage and administer the activities of the ACC in its responsibilities as described in this agreement.

Section Four: Delegation of Authority. The Board of Directors, the Declarant or the Developer may delegate any of its managerial duties, powers, or functions to any person, firm, or corporation. The Board, the Declarant and the Developer shall not be liable for any breach of duty, negligence, omission, intentional act or improper exercise by a person who is delegated any duty, power or function by the Board of Directors, Declarant or the Developer.

Section Five: Notice to Owners. Not less than ten nor more than thirty days prior to the termination of the development, the Declarant or any Developers who then constitute the Board, shall give written notice of termination of the development period to the owner of each lot. Said notice shall specify the date when the development period will terminate and that at such time a meeting of the Members shall be called in accordance with the by-laws which Members shall then elect directors in accordance with the terms and provisions of the Articles of Incorporation and by-laws of this Declaration.

### **ARTICLE THREE: MEMBERSHIP**

Every person or entity who is an Owner of any Lot agrees to be a Member of the Association by acceptance of a deed for such Lot. Membership may not be separated from ownership of any Lot. All Members shall have rights and duties as specified in this Declaration, and in the Articles and Bylaws of the Association.

### **ARTICLE FOUR: VOTING RIGHTS**

Members shall be entitled to one vote for each Lot owned. No more than one vote shall be cast with respect to any Lot. The voting rights of any Member may be suspended as provided in the Declaration, or the Articles or Bylaws of the Association. Members' votes may be solicited and tabulated by mail or facsimile.

### **ARTICLE FIVE: COMMON AREAS**

Section One: Management of Common Areas: As provided for in the Plat Map of Copperfield Estates, each lot owner for tax purposes only has an undivided 1/119th interest in the tracts as identified on Article One, paragraph 6. However, the Declarant does hereby convey all of its right, title and ownership interest in said tracts of the Association and each lot owner by accepting a Deed of said lot agrees that the Association shall have the sole right of control and management of said Tracts and the common areas as if it was the owner thereof. The Declarant reserves for the benefit of the Declarant, and successors and assigns all of those certain rights of use, ingress, egress, occupation and control indicated elsewhere in this Declaration for the duration of the development, at which time this reservation shall cease and then be of no further force and effect. These tracts and other properties and improvements are described herein as being "Common Areas" under the terms of this Declaration.

Section Two: Property Rights in Common Areas: The Association shall have the right and obligation to maintain improvements, vegetation, signage and utilities in and on all common areas subject to any restrictions delineated on the plat of the properties. The Association shall have the exclusive right to use and manage the common areas in a manner consistent with the plat, this Declaration, the Articles and the by-laws of the Association. -

## **ARTICLE SIX: MAINTENANCE AND COMMON EXPENSES**

Section One: Standard of Maintenance - Common Areas. The Association shall maintain the Common Areas in a manner consistent with good building and nursery practices, and in compliance with all applicable codes and regulations. The common areas shall include but not be limited as defined below together with all easements, which are for the benefit of all lot owners. These common areas include but are not limited to the following:

1. Tract "A" is to be used for a monument/entrance area.
2. Tract "B" is a park tract.
3. Tracts "C1" is a wetland and buffer tract and subsequent to recording of the plat, ownership of said tract shall be conveyed to then owner of Lot 42 subject to the Hearing Examiners condition of the grant of easement for the City of Bonney Lake Trail. Maintenance (with the exception of the trail) and taxable interest shall be the responsibility of Lot 42. Regardless of any other provision in this Declaration or any other authority, this paragraph cannot be deleted or amended without the written approval of Brian Bernecker.
4. Tract "C2" is for a wetland and buffer area.
5. Tract "D" is for a park tract.
6. Tract "F" is reserved for shared access easement. The ownership, maintenance and taxable interest will be the responsibility of Lot 77, 78 and 79.
7. Tract "G" is a wetland and buffer area.
8. All perimeter and common area fences, which may be constructed by the Declarant.
9. Any monument/entrance areas as contained within the landscape easements on lots 1 and 69 which may be constructed by the Declarant.

These tracts and any other tracts which have been established for the benefit of all lot owners or the Association which may be delineated on Copperfield Estates together with easements which have been reserved not only the benefit of all lot owners but also those easements and tracts which are reserved for the benefit of the Association for the purpose of the installation, maintenance, and repairing of any improvements or any other installations constructed within said easement areas or on any common areas.

Section Two: Standard of Maintenance - Lots and Planting Strips. Each Lot Owner hereby covenants and agrees to maintain his respective Lot (including as a part of said Lot the Planting Strip located between the street and the sidewalk adjacent to the Owner's respective Lot, if any), and the Housing Unit located thereon in the same condition as a reasonably prudent homeowner would maintain his own home so that the Real Property will reflect a high pride of ownership. Each Lot Owner shall perform at the Lot Owner's expense the maintenance and

upkeep of any drainage swales and/or underground drain lines and catch basins installed on their Lot.

Section Three: Remedies for Failure to Maintain. If any Lot Owner shall fail to conduct maintenance on his Lot or the exterior of the Housing Unit located thereon, or fails to maintain the Lot and the exterior of the Housing Unit in the same condition as a reasonably prudent homeowner, or in a manner which preserves the drainage for other Lots, the Association shall notify the Lot Owner in writing of the maintenance required. If the maintenance is not performed within thirty (30) days of the date notice is delivered, the Association shall have the right to provide such maintenance, and to levy an assessment against the non-performing Lot Owner and its Lot for the cost of providing the maintenance. The assessment shall constitute a lien against the Lot owned by the non-performing Lot Owner and may be collected and foreclosed in the same manner as any other delinquent monthly or special assessment. The Association shall have all remedies for collection as provided in this Declaration. In the event that emergency repairs are needed to correct a condition on a Lot which pose a substantial risk of injury or significant property damage to others, the Association may immediately perform such repairs as may be necessary after the Association has attempted to give notice to the Lot Owner of the repairs necessary. Such notice in emergency circumstances shall be sufficient if attempted orally or in writing immediately prior to the Association's undertaking the necessary repairs. Emergency repairs performed by the Association, if not paid for by the Lot Owner, may be collected by the Association in the manner provided for herein notwithstanding the failure of the Association to give the Lot Owner the thirty (30) day notice.

Section Four: Evergreen Screen Maintenance Lots 95, 96 and 116. Lots 95, 96 and 116 have a required evergreen shrub screen installed along their western property line, to benefit adjacent properties, pursuant to City of Bonney Lake Hearing Examiners Preliminary Plat approval condition #18. This screen shall not be removed. All maintenance, and replacement if necessary, shall be the responsibility of said lot owners.

Section Five: Common Expenses. The Association shall perform such work as is necessary to carry out the duties described in this Declaration, and shall delegate the responsibility for management and supervision of such work to the Board, the ACC or to a manager or agent hired by the Board for the purpose of such management and supervision. Expenses for such work shall be paid by the Association for the benefit of all Lot Owners and shall be referred to as Common Expenses. The Common Expenses shall be paid by the Association from funds collected from assessments paid by Lot Owners. The Common Expenses shall include, but shall not be limited to, the following:

1. The cost of maintaining all required insurance coverage and fidelity bonds on any Common Areas, and for directors and officers of the Association and the ACC;
2. The cost of maintaining and repairing the common area tracts and improvements located thereon, including but not limited to signs, street lights, perimeter and any interior fences constructed by Declarant, plantings and landscaping on common areas or on easements (if not maintained by applicable governmental

jurisdictions), and any improvements, including playground equipment and other apparatus which have been constructed by the Declarant on any of the common areas.

3. Street trees required to be installed by applicable governmental jurisdictions to be installed by Developers unless otherwise required to be installed by the Declarant as a condition of plat approval. The Homeowners Association shall be responsible for maintaining and replacing such trees in right-of-ways or in common areas; however, any such street trees, which have been planted in lots shall be maintained by the lot owner. Any landscaping trees installed in common areas or in easements maintained by the Homeowners Association shall be maintained by the Homeowners Association.
4. The cost of maintaining, repairing, and replacing any entry landscaping, monumentation, irrigation lines, and associated fencing constructed by the Declarant.
5. Any other expense which shall be designated as a Common Expense in the Declaration, in its Exhibits, or from time to time by the Association.

Section Six: Extraordinary Use Expenses. In the event that one or more lot owners should by their use of the common areas cause it to be subjected to other than reasonable wear and tear or by their actions damage those common areas or any improvements located thereon or therein, then individual subjecting the common area to such use shall have the obligation to repair such damage upon demand by the Association and to restore such common area to the condition that existed prior to such use or action and all expenses therefore shall be paid by such individual.

Section Seven: Owners' Easements of Enjoyment. Each owner shall have a right in a easement of enjoyment in and to the common areas which shall be appurtenant and to and shall pass with title (or, if applicable, with the equitable title held by real estate contract purchaser) to every lot subject to the following provisions:

A. The right of the Declarant or the Association to establish use and operation standards for all common areas to be binding upon all Association Members along with enforcement standards.

B. The right of the Declarant during the development period (including any Developer during the development period) or the Association after the development period to suspend an owner's right to vote and to use any recreational facilities for any period during which assessments against his or her lot remain unpaid for a period not to exceed sixty days, for any, and each separate infraction of its prohibited rules and regulations.

C. The right of the Declarant (during the development period) or the Association (after the development period) to dedicate or transfer all or any part of the common areas to any public agency, authority or utility for such purposes and subject to such conditions as the Declarant or

Members as applicable may deem appropriate. After the development period, no such dedication or transfer shall be effective unless the instrument agreeing to such dedication or transfer is signed by owners of two thirds of the lots has been recorded.

D. Any owner may delegate their right of enjoyment to the common areas and facilities to the members of their family, their tenants, or their guests, subject to the limitations set forth above.

E. The right of the Association to limit access to those portions of the common areas in accordance with governmental rules and regulations or which, in the opinion of the Board, are dangerous.

F. The right of the Association to limit the number of guests of members.

G. The right of the Association in accordance with this Declaration and Articles and By-Laws to borrow money for the purpose of improving the common areas and facilities and in aid thereof to mortgage said property, but the rights of such mortgage in said property shall be subordinate to the rights of the homeowners hereunder.

Section Eight: Insurance. Nothing shall be done or kept in any common areas which will increase the rate of insurance on the common areas or other lots or improvements without the prior written consent of the board. Nothing shall be kept in any common area which will result in cancellation of insurance on any part of the common areas or which would be in violation of any laws or ordinances.

Section Nine: Alteration of Common Areas and Common Maintenance Areas. Nothing shall be altered or constructed in, or removed from any common maintenance area or common area except upon prior written consent of the board. There shall be no construction of any kind within the common areas except that community improvements may be constructed if two-thirds of the Members of the Association authorize (1) the construction of such improvements, and (2) assessment for such improvements. Also, any such improvements would be subject to the acquisition of all required permits from governmental agencies. This Section shall not limit or prohibit Declarant (and no Member's consent shall be necessary), during the development period, from constructing or altering any such improvements to any common area or any common maintenance area, which Declarant in Declarant's sole discretion, deems for the benefit and enhancement of said areas in the Association in general.

Section Ten: Dumping in Common Areas, Common Maintenance Areas, or Wetland and Buffer Areas. No trash, construction debris, or waste, plant or grass clippings or other debris of any kind, nor any hazardous waste, (as defined in federal, state or local law regulation) shall be dumped, deposited or placed on any common areas, common maintenance areas or easements. The Declarant (during the Development Period) and the Board thereafter, shall retain the rights for enforcement and initiation of penalties for violations of this policy.

Section Eleven: Landscaping and Fencing. No permanent structures or landscaping of any kind, including fences, walls or shrubs, may be built or placed within any right of way



easements or other easements as delineated on the plat except as deemed appropriate by the board. This prohibition shall not apply to the landscaping and any improvements in the common maintenance areas installed by the Declarant, nor shall this Section prohibit the Association from installing additional improvements or landscaping within the designated common areas or common maintenance areas, nor shall this section prohibit the installation of fences as may be otherwise allowed in this Declaration, nor shall this section prohibit the installation of landscaping on private lot areas encumbered by utility easements not otherwise restricted in this Declaration. Also, this prohibition shall not apply to landscaping of front or side yards of lots extending to the edge of the curb or sidewalk and the public right of way.

Section Twelve: Management. Each owner expressly covenants that the Declarant (during the development period) and the board thereafter, may delegate all or any portion of management authority to a managing agent, manager or officer of the Association and may enter into such management contracts or other service contracts to provide for the maintenance of the common areas and common maintenance areas and any portion thereof. Any management agreement or employment agreement for maintenance or management may be terminable by the Association without cause upon not more than ninety (90) days written notice thereof. (However, this shall not be applicable if the management agreement provides for any other specific termination.) The term of any such agreement shall not exceed one year, renewable by Agreement of the parties for successive periods of up to three years each. Each owner is bound to observe the terms and conditions of any management agreement or employment contract, all of which shall be made available for inspection by any owner upon request. Any fees or salary applicable to any such management employment or service agreement shall be assessed to each owner.

## **ARTICLE SEVEN: ASSESSMENTS**

### **Section One: Covenants for Maintenance Assessments.**

(a) Declarants, for each Lot owned by it, agrees and each Owner of a Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to agree to pay to the Association annual or other regular assessments.

(b) The annual or other regular and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot against which each such assessment is made. Such lien may be foreclosed by the Association in like manner as a Mortgage on real property.

(c) Each assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot assessed at the time the assessment fell due. The personal obligation shall not pass to the Owner's successors-in-interest unless expressly assumed by them. The new Owner shall be personally liable for assessments that become due on and after the date of sale or transfer.

(d) Unless otherwise provided for in this Declaration, no lot owned by a Declarant shall be subject to any annual or other assessments.

Section Two: Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Property, including the improvement, repair and maintenance of the Common Areas and the services and facilities related to the use and enjoyment of said areas, for the payment of insurance premiums on the Common Areas, and for the maintenance of other areas as provided for in this Declaration.

Section Three: Board to Fix Annual or Regular Assessment. The Board of Directors shall fix the regular or annual assessment in accordance with the terms and provisions of the by-laws at least thirty (30) days prior to the commencement of the annual or regular assessment period. Written notice of the proposed budget setting forth the annual or regular assessment shall be sent to every Owner in accordance with the terms and provisions of the by-laws. In the event the Board fails to fix an annual or regular assessment for any assessment period, then the assessment established for the annually or regular assessment for the prior year shall automatically be continued until such time as the Board acts. The annual or regular assessment established for the prior year shall automatically be continued until such time as the Board acts. The annual or regular assessments shall be sufficient to meet the obligations imposed by the Declaration and any supplementary declarations, and shall be sufficient to establish an adequate reserve fund for the maintenance, repair and replacement of those Common Areas which require such actions on a periodic basis.

Section Four: Special Assessments for Capital Improvements. In addition to the annually or regular assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvements upon the Common Area, including the necessary fixtures and personal property related thereto. That any special assessment for capital improvements must be approved in accordance with the provisions of the Bylaws of the Association which are incorporated herein as though fully set forth.

Section Five: Rate of Assessment. Both annual or regular and special assessments shall be fixed at a uniform rate for all lots with the exception of the special assessment to be made to maintain Tract E until maintenance of the same has been assumed by the City of Bonney Lake, which special assessment is more particularly set forth in Section 14.

Section Six: Initial Assessment The initial assessment which shall be paid by any Developer who acquires a lot from the Declarant shall be \$150.00 for each lot so acquired, which amount will be paid directly to Homeowners Association at Closing to pay for and defray the expenses of the Association incurred prior to the collection of annual dues as provided for in Section Eleven below.

Section Seven: Reimbursement Assessment. A reimbursement assessment of \$450.00 shall be paid by each lot owner at the time of closing of each lot to the Developer (or to the Declarant if it also constructed the residence on said lot) to reimburse the Developer and/or Declarant for expenses paid relative to common expenses paid for plat improvements and partial reimbursement to the Developer for the initial assessment paid by the Developer as set forth in

Section Six above.

Section Eight: Street Repair, Maintenance and Cleaning. All Developers or owners shall use due diligence to avoid placing unnecessary dirt, debris, and any other material washing onto or coming on the road as a result of any construction activities and each Developer or owner shall at all times remain responsible for keeping the road clean of any such debris, dirt and material. In addition, all Developers or owners shall use due diligence to avoid causing any damage to the road or sidewalks and all roads and sidewalks and other improvements constructed by the Declarant as a condition for obtaining plat approval shall remain in the same condition as they were as of the date of final plat approval. Any Developer or owner who violates the provisions of this paragraph shall reimburse the Declarant upon request for any expenses incurred by Declarant because of the failure of the Developer or owner to abide by the terms and provisions of this Declaration. In the event any Developer or owner does not pay the same upon request, then the Declarant shall have a lien against the property of said Developer or owner to secure payment of said reimbursement. In the event it cannot be determined which Developer or owner was responsible for the violation of the above referenced provisions, in that event the Homeowners Association shall reimburse the Declarant for any expenses incurred by the Declarant. Regardless of any other provision in this Declaration, this paragraph cannot be amended for a period of ten (10) years after recording of this Declaration.

Section Nine: Maintenance of Sewer/Storm Drain System. All Developers or owners shall use due diligence to avoid materials from washing into or being put into the sewer/storm water drain system as a result of construction activities conducted by the Developer or owner which would include any sediment, cement slurry, or any other material washing off of or coming off of any lot upon which a Developer or owner are constructing a residence and flowing into the sewer/storm water drain system. In the event any Developer or owner are in violation of the terms and provisions of this paragraph, this Developer or owner shall agree to pay a maintenance charge to the Declarant in an amount to be determined by the Declarant but not to exceed \$500.00 for each such violation by a Developer or owner. In addition, each Developer or owner agrees to indemnify the Declarant from any costs or charges which the Declarant may incur in connection with the cleaning and maintenance of the sewer/storm water system as a result of any violation of this paragraph by such Developer or owner and that this liability on the part of the Developer or owner shall be joint and several. Any Developer or owner who violates the provisions of this paragraph shall reimburse the Declarant upon request for any expenses incurred by Declarant because of the failure of the Developer or owner to abide by the terms and provisions of this Declaration. In the event any Developer or owner does not pay the same upon request, then the Declarant shall have a lien against the property of said Developer or owner to secure payment of said reimbursement. In the event it cannot be determined which Developer or owner was responsible for the violation of the above referenced provisions, in that event the Homeowners Association shall reimburse the Declarant for any expenses incurred by the Declarant. Regardless of any other provision in this Declaration, this paragraph cannot be amended for a period of ten (10) years after recording of this Declaration.

Section Ten: Street Trees. As a condition of approval of the Copperfield Estates, the Declarant may have to install certain trees either within the road right-of-way or in lots as a condition for obtaining final plat approval. The Homeowners Association shall be responsible

to maintain said trees and in the event any tree is removed for any reason, the Homeowners Association shall immediately replace said trees and, if necessary, shall reimburse the Declarant for the cost of replacing said tree. Regardless of any other provision in this Declaration, this paragraph cannot be amended for a period of ten years after recording of this Declaration.

Section Eleven: Annual Assessment. The annual assessment shall be \$300 per lot commencing on January 1<sup>st</sup> of each year. Each lot owner purchasing from a Developer shall pay \$300 for any sale closed from January to and including September 30<sup>th</sup> of each year and any sale that closes after September 30<sup>th</sup> through December 31<sup>st</sup> shall pay \$150. Said annual assessment shall be due on or before January 30<sup>th</sup> of each year in which the assessment is made. The above referenced annual assessment and all subsequent annual assessments shall be paid to the Homeowners Association who shall then pay for the expenses of the Association as required under the terms of this Declaration. In the event the expenses of the Association are in excess of the assessments collected, then the Developers who subsequently purchase from the Declarant shall pay the difference to the Association on a pro rata basis as determined by the number of lots owned by all such Developers. At such time as there had been sufficient assessments collected by the Association, then said Developer shall be reimbursed. The Declarant shall not be responsible or liable for the payment of any assessment against any lot owned by the Declarant.

Section Twelve: Certificate of Payment. The Association shall, upon written demand, furnish a certificate in writing setting forth whether the assessment on a specified Lot has been paid. A reasonable charge may be made for the issuance of the certificate. Such certificate shall be conclusive evidence of payment of any assessment stated to have been paid.

Section Thirteen: Fines Treated as Special Assessments. Any fines levied by the Association pursuant to RCW Chapter 64.38 (or successor statute authorizing the imposition of fines) shall be treated as a special assessment of the Owner fined, and may be collected by the Association in the manner described in this Declaration.

Section Fourteen: Special Assessment to Maintain Tract E. Tract E is a public storm water drainage pond facility which must be maintained by the Association until such time as control and maintenance of that pond has been transferred to the City of Bonney Lake. Until such time, the Homeowners Association shall maintain said Tract E and the cost of the maintenance shall be assessed annually by the Homeowners Association on January 1<sup>st</sup> of each year equally against those lots which as of that date have not had a structure completed on said lot so that a certificate of occupancy has been issued. The Declarant has posted a bond with the City of Bonney Lake to insure maintenance of Tract E and in the event it is necessary for the Declarant to perform any work or maintenance with respect to Tract E in order to obtain the release of that bond, then the Association shall reimburse the Declarant for all costs and expenses incurred by the Declarant as set forth above. This section cannot be amended without the consent of the Declarant, Copperfield Estates L.L.C.

## **ARTICLE EIGHT: COLLECTION OF ASSESSMENT**

Section One: Lien - Personal Obligation. All assessments, together with interest and the

cost of collection shall be a continuing lien upon the Lot against which each such assessment is made. The lien shall have all the incidents of a mortgage on real property. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time the assessment was due. No Owner may waive or otherwise avoid liability for assessments by non-use of the Common Areas or abandonment of the Lot.

Section Two: Delinquency. If any assessment is not paid within thirty (30) days after its due date, the assessment shall bear interest from said date at twelve percent (12%), or, in the event that twelve percent (12%) exceeds the maximum amount of interest that can be charged by law, then the highest permissible rate as provided for the law. A late charge of five percent (5%) of the amount overdue shall be charged for any payment more than ten (10) days past due. Each Member hereby expressly grants to the Association, or its agents, the authority to bring all actions against each Member personally for the collection of such assessments as a debt and to enforce lien rights of the Association by all methods for the enforcement of such liens, including foreclosure by an actions brought in the name of the Association in a like manner as a mortgage of real property, and such Member hereby expressly grants to the Association the power of sale in connection with such liens. The liens provided for in this section shall be in favor of the Association, and shall be for the benefit of the Association. The Association shall have the power to bid at a foreclosure sale and to acquire, hold, lease, mortgage and convey any Lot obtained by the Association.

Section Three: Suspension of Voting Rights. In the event any Member shall be in arrears in the payment of the assessments due or shall be in default of the performance of any of the terms of the Articles and Bylaws of the Association, the rules or regulations adopted by the Association, or the Declaration for a period of thirty (30) days, the Member's right to vote shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied. In addition, the Association shall have such other remedies against such delinquent Members as may be provided in the Articles; Bylaws or Declaration.

Section Four: Enforcement of Assessments. The Board may take such action as is necessary, including the institution of legal proceedings, to enforce the provisions of this Article. In the event the Board begins an action to enforce any such rights, the prevailing party shall be entitled to its attorney's fees, costs and expenses incurred in the course of such enforcement action as provided in this Declaration.

## **ARTICLE NINE: BUILDING, USE, AND ARCHITECTURAL RESTRICTIONS**

Section One: Appointment of ACC. The Declarant reserves the right to appoint any member or members of the ACC until the Declarant and all Developers have sold and conveyed all of the lots held in the name of the Declarant or Developer. This right shall automatically terminate at such time as the Declarant and any Developer no longer owns any lots within Copperfield Estates. During this period the Declarant reserves the right to appoint a majority of the members of the ACC and each Developer has the right to appoint one member to the ACC. All decisions of the majority of the members of the ACC shall be final and binding. At the expiration of the time period in which the Declarant and the Developer has the right to appoint

members to the ACC then the Board of the Association shall appoint up to three members of the ACC or if members of the ACC resigns and no replacements assume that office then the Board shall act as the ACC until members of the ACC are appointed or take office.

Section Two: Authority of ACC After Development. At the expiration of the Developers management authority, the ACC shall have the authority and obligation to manage and administer the review of building plans, specifications and plot plans and such other submissions as described in Section Five herein, and to enforce these covenants, conditions and restrictions. Such authority shall include all authority provided for the ACC in the Association's Articles, Bylaws, Rules and Regulations, as initially adopted, or as amended, and all the authority granted to the ACC by this Declaration.

Section Three: Delegation of Authority of ACC. The ACC or the Declarant may delegate any of its duties, powers, or functions described in this Article to any person, firm, or corporation.

Section Four: Approval by ACC Required. Except as to construction, alteration, or improvements performed by the Developer, no construction activity of any type including clearing and grading, cutting or transplanting of significant natural vegetation may begin on a Lot or Common Area and no building, structure, fence or other improvement shall be erected, placed or altered on any Lot or Common Area until, at a minimum, the building plans, specifications, plot plans, and landscape plan showing the nature, kind, shape, height, materials, exterior color and location of such building, structure or other improvements have been submitted and approved in writing by the ACC or its authorized representative as to harmony of exterior design and location in relation to and its effect upon surrounding structures and topography. Further, no fences, hedges or walls shall be erected or altered and no significant exterior changes shall be made to any building including, but not limited to, exterior color changes, additions or alterations until such written approval shall have been obtained.

Section Five: Time Limits. If the ACC or its authorized representative shall fail to notify the Owner of its action for a period of thirty (30) days following the date of the submission of the required information to the ACC, or its authorized representative, the Owner may proceed with the proposed work notwithstanding the lack of written approval by the ACC or its authorized representative. The required information shall be considered submitted to the ACC upon personal delivery of a complete set of all required information to the person designated to receive such items by the ACC or by mail three days after deposit in the U.S. Mail, postage prepaid, certified, return receipt requested, to the ACC in care of the Board of Directors of the Association at the address designated in the most recent notice of assessment by the Board, or at such other address as is designated by the Board by written notice to the Members.

Section Six: Guidelines. The ACC may adopt and amend, subject to approval by the Board, written guidelines to be applied in its review of plans and specifications, in order to further the intent and purpose of this Declaration and any other covenants or restrictions covering Real Property. If such guidelines are adopted, they shall be available to all interested parties upon request.

Section Seven: Meetings. The ACC shall meet as is necessary to review any plans or specifications provided pursuant to this Section, and shall keep and maintain a record of all actions taken at meetings or otherwise.

Section Eight: No Waiver. Approval by the ACC of any plans, drawings or specifications shall not be a waiver of the right to withhold approval of any similar plan, drawing, specification or matter submitted for approval.

Section Nine: Consultation. The ACC may retain and consult persons or entities to assist in the evaluation of plans submitted to the Board for review.

Section Ten: Appeals. After the Development Period, the Board shall serve as an appellate panel to review decisions of the ACC upon request of a party aggrieved by the ACC's decision. The Board shall provide, through rules and regulations, a procedure by which decisions of the ACC may be appealed to the Board. The Board may choose, in its discretion, to limit the scope of such appeal and provide time limitations for appeals to be made to the Board.

Section Eleven: Enforcement. The ACC may recommend and request that the Board initiate legal proceedings to enforce the terms of these covenants or orders of the ACC. Legal proceedings may only be instituted; however after approval of the Board.

Section Twelve: No Liability. The ACC, its agents and consultants shall not be liable to the Association, its members, to any Owner or to any other person for any damage, loss or prejudice resulting from any action or failure to act on a matter submitted to the ACC for determination, or for failure of the ACC to approve any matter submitted to the ACC. The ACC shall not be liable for any damage, loss or prejudice resulting from any action by a person who is delegated a duty, power or function by the ACC.

Section Thirteen: Fees. The ACC may charge a fee for the review of any matter submitted to it. Any fee schedule adopted by the ACC must be approved by the Board.

Section Fourteen: Temporary Structures Prohibited. No basement, tent, shack, garage, barn or other outbuilding or buildings or any structure of a temporary or moveable character erected or placed on the Properties shall at any time be used as living quarters except as specifically authorized by the ACC.

Section Fifteen: Nuisances. No noxious or undesirable thing, activity or use of any Lot in the Properties shall be permitted or maintained. If the ACC shall determine that a thing or use of property is undesirable or noxious, such determination shall be conclusive. The ACC may recommend and the Board may direct that steps be taken as is reasonably necessary, including the institution of legal action or the Imposition of fines in the manner authorized by RCW Chapter 64.38, to abate any activity, remove anything or terminate any use of property which is determined by the ACC or described in this Declaration to constitute a nuisance.

Section Sixteen: Building Type: No structures of any kind shall be erected or permitted

to be maintained on any lot other than single family residences, garages, workshops and structures normally accessory to such residences which have been approved in accordance with the provisions of the Declaration. No carports will be allowed and all garages must have doors. All dwellings shall be of a "stick-built" variety. Mobile and manufactured homes, and modular homes are specifically not permitted. A two car or a three car garage are permitted and they shall be incorporated in or made part of the dwelling house and no detached garages shall be permitted except with express written approval by the Architectural Control Committee or the Declarant if the same is erected during the development period.

Section Seventeen: Use of Lots. All Lots with the Property shall be used solely for private single-family residential purposes and not for business purposes, provided, however, that within such single family residences the Owner(s) thereof may, upon formal written application to the Board, request permission to operate a licensed day care business. The Board shall be authorized, but not obligated, to grant such approval and such approval may only be granted, in the sole discretion of the Board IF 1) all applicable governmental zoning and land use classifications lawfully permit such usage AND, 2) the business and Owner(s) are licensed by all applicable governmental authorities to operate such a day care business AND 3) the day care business will be operated only between the hours of 7 a.m. and 6 p.m. and only on Monday through Friday AND, 4) no more than (4) children, in addition to those of the Owner's immediate family, are enrolled in either a part or full-time capacity in such day AND 5) The Owner(s) of such Lot(s) operating such day care facility will fully oversee, restrict and supervise all children enrolled and will limit such activities strictly within the confines of their residence(s) and Lot(s) and not outside the same AND, 6) the owner(s) of said Lot(s) agree to indemnify and hold the Declarant and the Association fully harmless from any and all liability and causes of action of whatever kind arising by virtue of the Owner's operation of such a day care business AND, 7) the Owner(s) of said Lot(s) will provide the Association prior to commencing such business operations, and at all times during such business operations, with verification of liability insurance coverage in an amount not less than \$1,000,000.00 naming the Association and the Declarant and such other parties as the Association may deem appropriate as additional insured AND, 8) such operation does not interfere or otherwise violate any other provisions of this Declaration, including, but not necessarily limited to Vehicle parking and signage restrictions. Should the Board give written authorization for such usage, such authorization may be revoked by at least five (5) days prior written notice delivered to Owner and should the Owner(s) operating such day care business fail to strictly adhere to the provisions contained within the Declaration as well as any additional Rules and Regulations imposed, from time to time, by the Board. No other uses are permitted. Neither the Declarant, the Board and/or the Association shall be deemed to be a partner or joint venturer and/or an interest in such business operation to the extent permission to operate such a day care business is authorized.

Section Eighteen: Limitation on Animals. No animals, except dogs, cats, caged birds, fish in tanks, and other small household pets, will be permitted on Lots. Dogs shall not be allowed to run at large or to create a disturbance for other Owners in the plat. No animals will be allowed to be leashed, chained, or otherwise tied to any portion of the front or sides of Residences. Leashed animals are permitted within rights-of-way when accompanied by their owners. The person accompanying the animal must exercise "scooping" of animal waste. All



pens and enclosures must be screened from view of other Residences and Lots and must be approved by the Committee prior to construction and shall be kept clean and odor free at all times. If the investigation of the Board indicates that animals are kept in violation of this Section, the Declarant, during the development period, or the Board thereafter, will give the Owner ten (10) days written notice of the violation. Such violation must be remedied by the Owner within such ten (10) day period. Failure to comply with the written notice will result in a fine of \$25.00 per day. Any fine imposed by this Section shall be the personal obligation of the fined Owner and a lien on the Lot of the fine owned. The Association shall be entitled to attorneys' fees and costs for any action taken to collect such fines in accordance with the provisions of this Declaration.

Section Nineteen: Completion of Construction. The work and construction of all buildings and structures shall be pursued diligently and continuously from the commencement of construction until structures are fully completed and painted. All structures shall be completed as to external appearance, including finish painting, within eight months of the date of commencement of construction unless an extension has been granted by the ACC. The building areas shall be kept in a reasonably clean and workmanlike manner during construction. All lots shall be kept in a neat and orderly condition, free and brush, weeds, vines and debris. The grass thereon shall be cut and mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.

Section Twenty : Landscape Completion and Standards. The entire front yard, including up to the edge of the hard surface of the street front of any lot, shall be landscaped in accordance with the provisions of this section and said landscaping shall be installed and completed prior to the date of occupancy. If inclement weather conditions prevent the timely installation of said landscaping improvements, the lot owner must make application to the ACC for an extension of time until weather conditions sufficient improve. For corner lots, the "front yard" shall mean the frontage on both streets, such that both street frontages and yards must be landscaped. "Front yard" shall be defined as the lot area extending from the front property line back to a line measured parallel with the front property line which would coincide with the front wall of the main dwelling on the lot, exclusive of any garage projections. At least 75 percent of every front yard less driveway and walk shall be maintained as lawn area unless otherwise approved by the ACC.

The entire landscaping including the remaining portions of the side and rear yard shall be installed within one hundred and twenty (120) days of the receipt of the certificate of occupancy. If inclement weather conditions prevent the timely installation of said landscaping improvements for either side or back yards, the lot Owner must make application to the Committee for the extension of time until weather conditions sufficient improve.

Section Twenty One: Tree Height. No tree shall be allowed to grow to a height of more than twenty-five feet above the adjacent ground unless the Committee determines that increased height would not have a material adverse effect on the view from other lots. The Association shall specifically have the right to trim offending trees at the owner's expense after reasonable notice.

Section Twenty Two: Unsightly Conditions. No unsightly conditions shall be permitted to exist on any Lot. Unsightly conditions shall include, without limitation, laundry hanging or exposed in view for drying, litter, trash, junk or other debris; inappropriate, broken or damaged furniture or plants; non-decorative gear, equipment, cans, bottles, ladders, trash barrels and other such items; and no awnings, air conditioning units, heat pumps or other projections shall be placed on the exterior walls of any housing Unit unless prior written approval shall have been obtained from the ACC.

Section Twenty Three: Antennas, Satellite Reception. Satellite dishes of no more than one meter in diameter or diagonal measurement are permitted on the Properties with ACC approval of the location of the satellite dish in the manner described in this Declaration. Except as provided above, no radio or television antenna or transmitting tower or satellite dish shall be installed on the exterior of any home without approval of the ACC obtained pursuant to Section Four, and a showing by the Owner that such installation will be visually shielded from the view of the residents traveling upon streets located on the Properties.

Section Twenty Four: Setbacks. No building shall be located on any Lot nearer to the front lot line or nearer to the side street than the minimum building setback lines adopted by the governmental authority with jurisdiction over the Properties.

Section Twenty Five: Roofs. Roofs on all buildings must be finished with a thirty (30) year architectural grade composite material of a PABCO or equivalent type, the color of which shall be weather wood. Any other material or color must be approved by the ACC.

Section Twenty Six: Fences and Walls. Fences, walls, or shrubs are permitted on side and rear property lines, up to within the greater of (i) twenty feet of the front property line; or (ii) the distance between the front lot line and the front wall (facade) of the primary residence, subject to (i) the approval of the ACC; and (ii) determination of whether such fence, walls or shrubs would interfere with utility easements reflected on the face of the plat and other easements elsewhere recorded. In no event shall any fence be allowed between the front lot line and the front wall facade of the primary residence. No barb wire, chain link, corrugated fiber glass fences shall be erected on any lot, except that chain link fencing for a sports facility enclosure may be considered for approval by the ACC upon request. All fences of any size constructed on the premises and where ever located must be constructed, painted (or stained if applicable) in accordance with the association guidelines for design and color. A copy of the guidelines initially adopted by the Declarant and the Association is attached to this Declaration as Fence Exhibit "A". The initial color specified for fences shall be stated in that guideline. Any fence constructed which fails to conform with the guidelines shall be removed by the owner or modified to conform with the guidelines. The Board or the ACC may change these guidelines from time to time, and upon adoption of the change in the fence guidelines, this Article shall be deemed to have been amended to conform with the new guidelines as adopted. In the event that an alternative type of fence (such as a different design or chain link material) is required to comply with the requirements of any governmental jurisdiction, such alternative type of fence shall be exempt from these restrictions, and may be constructed as required by the governmental jurisdiction.

Section Twenty Seven: Underground Utilities Required. Except for any facilities or equipment provided by the Declarant or any utility, all electrical service, telephone lines and other outdoor utility lines shall be placed underground.

Section Twenty Eight: Vehicle Parking and Storage. No vehicle, boats, or trailers shall be parked on any common areas. No vehicle may be parked on any block or sidewalks. Vehicles may only be parked on designated and approved driveways or parking areas which shall be hard-surfaced. Except as expressly provided herein, Lots shall not be used for the storage and/or overnight parking of any vehicle other than private family automobiles, pickup trucks, motorcycles, and commercial vehicles operated by the person residing on that Lot (provided that such commercial vehicles contain only single axles). Boats, boat trailers, house trailers, campers, trucks with a camper, recreational vehicles, or similar vehicles may not be stored and/or parked overnight on any part of the Lot except as specified herein. No inoperable vehicles of any kind shall be parked, stored, maintained, or constricted on any Lot or street unless stored in a garage. Lot Owners may park/store a commercial vehicle (that exceeds the size restriction described above, boat, boat trailer, house trailer, camper, truck with camper, or recreational vehicle or similar vehicle on the Lot provided that it is screened from view from the street and from another Lot and further provided that the screening constructed by the Lot Owner is approved for construction in conformity with specifications approved by the ACC. Upon 48 hours notice to the Owner of an improperly parked vehicle, the Board has the authority to have the same towed, at the Owner's expense, any such vehicles improperly parked which are visible from the right-of-way or adjacent residence that have been parked thereon for more than 24 hours.

Notwithstanding the foregoing, Lot Owners who have visiting guests who have a camper, trailer, or other form of vehicle which is prohibited from being parked or stored on a lot unless screened from view, may secure permission from the ACC for guests to park a vehicle upon the lot for a period not to exceed two weeks in any calendar year. This privilege shall only exist, however, after written permission has been obtained from the ACC or its authorized representative. Any Lot Owner that stores a recreational vehicle either on site or off site may park the vehicle on the driveway for purposes of preparing the same either for departure or for return. In any event, this period shall not exceed 24 hours.

Section Twenty Nine: Signs. No signs, billboards, or other advertising structures or device shall be displayed to the public view on any lot except (1) not to exceed twenty four inches in height and thirty six inches in width may be placed on a lot to offer the property for sale or rent and with the exception of any entry monumentation and signage which may be installed by the Declarant. Political yard signs, not more than three square feet in area, of a temporary nature, not to exceed thirty days will be allowed during campaign periods on lots. Within five days after the date of the election to which the sign refers, such signs must be removed from lots. This section, including but not limited to the restrictions on the number of signs and sign size limit shall not apply to signs approved under this Declaration by the Declarant during the development period.

The Declarant may establish, for the duration of the development, signage guidelines and standards for lot identification, realtor identification signs, "for sale" signs and

other signage that may be placed by parties other than the Declarant on any part of the lots within Copperfield Estates, the common areas, or the public rights-of-way. The Declarant may also develop an overall theme for signage within the project, including specific requirements for physical sign installations and size requirements, which theme will then become a part of the established guidelines and standards for signage in Copperfield Estates during the development period.

During the development period, the Declarant shall have the sole and exclusive right to approve, in the Declarant's sole discretion, any and all signage installations within any part of the real property encompassed within Copperfield Estates including the adjacent rights-of-way. Each owner of a lot in Copperfield Estates and any Developer or real estate agent on behalf of an owner, shall submit any proposed signs to the Declarant for approval prior to the installation of the signs.

Any signs not specifically approved by the Declarant found anywhere within Copperfield Estates the common areas, or on any lot, or on adjacent rights-of-way may be promptly removed and disposed of by Declarant. This absolute right of the Declarant to remove unauthorized signs from the property or adjacent rights-of-way specifically includes, but is not limited to, the Declarant's right to remove any and all signs placed by real estate agencies or their representatives, including temporary reader board signs and other signage installations.

No person, including but not limited to, the person or persons owning any interest in the signs removed, shall be entitled to compensation of any kind for signs removed by Declarant pursuant to the section.

The Board may cause any sign placed on the property or any adjacent rights-of-way in violation of this Declaration to be removed and destroyed without compensation of any kind to anyone including, but not limited to, any persons having any ownership interest in the sign. This section shall not apply to signage placed by Declarant.

A owner of a lot who shall fail to remove a sign prohibited herein within twenty four hours after receiving notice of either the ACC or the Association to remove said sign, then said owner shall pay to the Association the sum of \$500.00 for each day or portion thereof that the sign is in existence until removed.

Additional signage may be installed by Declarant during the development period to promote the sale of lots or houses and to promote Declarant's project and company and representatives. Notwithstanding anything in this Declaration of the contrary, signs placed by the Declarant shall not be subject to any sign restrictions and specifically shall not be subject to the limitations set forth in this Declaration on the number of signs and size of signs. The Declarant shall also not be subject to any guidelines or standards established by Declarant for other parties pursuant to this Declaration.

Under no circumstances shall the Declarant be liable for, or be required to pay, for all or any part of the construction, installation or maintenance of any signs which are placed on any lot not owned by the Declarant. This section shall apply even if Declarant requires an owner to place a sign pursuant to this Declaration.

Section Thirty: Easements for Enforcement Purposes: Owners hereby grant to the Association an express easement for the purpose of going upon the Lots of Owners for the purpose of removing vehicles or other similar objects which are parked or stored in violation of the terms of this Declaration.

Section Thirty One: Excavation and Fill. Except with the permission of the ACC, or except as may be necessary in connection with the construction of any approved improvement, no excavation or fill shall be made nor shall any dirt be removed from any Lot herein.

Section Thirty Two: Drainage. The owner of any lot shall not take any action which would interfere with surface water drainage across that lot either through natural drainage or by drainage easements. Any change of drainage, either through natural drainage areas or through drainage easements must be approved by the ACC. All drainage improvements must be completed prior to occupancy in accordance with the drainage plan submitted to the ACC.

Section Thirty Three: Use During Construction. Except with the approval of the Board, no persons shall reside upon the premises of any Lot until such time as the improvements to be erected thereon in accordance with the plans and specifications approved by the Board have been completed.

Section Thirty Four: Garbage and Refuse. No garbage, refuse, rubbish, cuttings or debris of any kind shall be deposited on or left upon any Lot unless placed in an attractive container suitably located and screened from public view. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section Thirty Five: Tanks, Etc. No elevated tanks of any kind shall be erected, placed, or permitted on any part of such premises. Any tanks for use in connection with any residence constructed on such premises, including tanks for the storage of fuels, must be buried or walled sufficiently to conceal them from the view from neighboring Lots, roads, or streets. All clotheslines, garbage cans, equipment, coolers, wood piles, or storage piles shall be walled in or otherwise suitably screened to conceal them from the view of neighboring Lots, Common Areas, roads or streets. Plans for all enclosures of this nature must be approved by the ACC prior to construction.

Section Thirty Six: Auto Repair. No major auto repair shall be permitted except within enclosed garages, which are kept closed. The only repairs permitted on the balance of the Property are occasional casual repairs and maintenance activities such as tune-ups or oil changes.

Section Thirty Seven: Exterior Finish. The exterior finishes on all sides of the houses shall be approved by the ACC. There shall be no use of T-111 siding unless approved by the ACC. The entire residence must be painted or stained in colors approved by the ACC. All metal fireplace chimneys shall be either wood or stone wrap.

Section Thirty Eight: Driveways. That all driveways including any access to the rear yard of any residence shall be of a hard surface construction of either concrete or washed

aggregate or of such other material as shall be approved by the ACC and shall be completed prior to final building inspection.

Section Thirty Nine: Maintenance of Structures and Grounds. Each owner shall maintain his lot and residence thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard.

Section Forty Firearms. The use of firearms is expressly prohibited.

Section Forty One: Dirt bikes and/or ATV. No unlicensed motor vehicles, including motorcycles, dirt bikes, motor scooters, ATV's etc., shall be permitted on any road within the plat, nor shall dirt bikes or ATV's be permitted to operate on any owner's lot.

Section Forty Two: Damage Repair. All owners agree to repair immediately any damage to any utilities adjacent to their lot or lots, in the event any of the utilities are cracked, broken, or otherwise damaged as a result of dwelling construction activities, or other activities by owner, by persons acting for owner, or by persons in or around the property at the request or with the consent of the owner.

Section Forty Three: Building Materials. All homes constructed on each lot shall be built of new materials, with the exception of "decor" items such as used brick, weathered planking, and similar items. The ACC will determine if a used material is a "decor" item. In making this determination the ACC will consider whether the material harmonizes with the aesthetic character of the other residences within the subdivision and whether the material would add to the attractive development of the subdivision. The exterior of all construction of any lot shall be designed, built, and maintained in such a manner as to blend in with the natural surroundings and landscaping within the subdivision. Exterior colors must be approved by the ACC. Exterior trim, fences, doors, railings, decks, eaves, gutters, and the exterior finish of garages and other accessory buildings shall be designed, built, and maintained to be compatible with the exterior of the structure they adjoin. Generally, colors shall be muted earth tones, grays, beiges, and similar shades.

Section Forty Four: Minimum Size of Residences. Private single-family residences shall consist of not less than one (1) Lot and no Lot shall ever be further subdivided. Each Residence must have a private enclosed car shelter for not less than two (2) cars, provided that a portion of the interior of said garage may be improved and/or finished for residential use by the Owner thereof provided that the exterior of the garage shall not be removed or otherwise modified so as to eliminate the garage door that previously provided access thereto. No single structure shall be altered to provide for more than one (1) family. Single level type residences (residences consisting of a one story residence or a residence consisting of a basement and one story) shall contain at least 1,300 square feet. Two story residences shall contain at least 1,500 square feet. In computing the total square footage of a residence garages and/or enclosed decks shall not be included.

Section Forty Five: Codes. All construction, including all landscaping requirements, shall conform to the requirements of all the applicable governmental codes (state, county, or

city), including all uniform codes (building, mechanical and plumbing), in force at the commencement of the construction, including the latest revisions thereof.

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

Section Forty Seven: Authority to Adopt Additional Rules and Restrictions. The Association shall have the authority to adopt additional written rules and restrictions governing the use of the Properties, provided such rules and restrictions are consistent with the purposes of the Declaration; and to establish penalties for violation of those rules and restrictions. If rules and restrictions are adopted, they, along with the established penalties, shall be available to all Members upon request.

Section Forty Eight: Enforcement. The Association, or the Declarant during the Development Period, may, but is not required to, take any action to enforce the provisions of the Declaration available to it under law, including but not limited to imposition of fines as authorized by RCW Chapter 64.38, specific performance, injunctive relief, and damages. Any Member may also enforce the terms of this Article (although a Member may not impose a fine as authorized by RCW Chapter 64.38) but the Member must first obtain an order from a court of competent jurisdiction entitling the Member to relief. In the event that a Member takes any action to enforce the terms of this Article, the Association shall not be in any way obligated to join in such action, or pay any of the attorney's fees, costs and expenses incurred in such action.

## ARTICLE TEN: EASEMENTS

Section One: Easement for Encroachments. Each Lot is, and the Common Areas are subject to an easement for encroachments created by construction, settlement, and overhangs as designed or constructed by the Declarant, and a valid easement for encroachments and for maintenance of the same as long as said improvements remain.

Section Two: Easements on Exterior Lot Lines. In addition to easements reserved on any plat of the Properties or shown by instrument of record, easements for utilities and drainage are reserved for the Declarant or its assigns, over a two and one half foot wide strip along each side of the interior Lot lines, and two and one half feet over the rear and front of each Lot, and over, under, and on the Common Areas. Within all of the easements, no structure, planting or fill material shall be placed or permitted to remain which may, in the opinion of the Board or ACC, damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels and the easements. The easement area of each Lot and all improvements within it shall be maintained continuously by the Owner of such Lot, except those improvements for which a public authority, utility company or the Association is responsible.

Section Three: Association's Easement of Access. The Association, the ACC, and its agents shall have an easement for access to each Lot and to the exterior of any building located thereon during reasonable hours as may be necessary for the following purposes: (a) cleaning, maintenance, or repair of any home or Lot as provided in this Declaration; (b) repair, replacement or improvement of any Common Area accessible from that Lot; (c) emergency repairs necessary to prevent damage to the Common Areas or to another Lot, or to the improvements thereon; (d) cleaning, maintenance, repair or restoration work which the Owner is required to do but has failed or refused to do; and (e) all acts necessary to enforce these Covenants.

Section Four: Easement for Declarant. Declarant shall have an easement across all Common Areas for ingress, egress, storage and placement of equipment and materials, and other actions necessary or related to the development or maintenance of the Real Property.

Section Five: Easement Reserved by Declarant. Declarant does hereby reserve an easement across all common areas, public sewers, public storm tracts and the public roads for ingress, egress, storage and placement of equipment and materials and all other actions necessary related to the development or maintenance of the real property and in addition, the Declarant reserves an easement for purposes of ingress, egress and utilities against all of the public roads within the plat of Copperfield Estates for the sole benefit of the Declarant and the Declarant's successors and assigns.

## **ARTICLE ELEVEN: MORTGAGEE PROTECTION**

Section One: Mortgagees. Notwithstanding and prevailing over any other provisions of the Declaration, the Association's Articles of Incorporation or Bylaws, or any rules, regulations or management agreements, the following provisions shall apply to and benefit each Institutional First Mortgagee ("Mortgagee") which holds a Mortgage given for the purpose of obtaining funds for the construction or purchase of a Housing Unit on any Lot or the improvement of any Lot.

Section Two: Liability Limited. The Mortgagee entitled to the protection hereof shall not in any case or manner be personally liable for the payment of any assessment or charge, nor for the observance or performance of any covenant, restriction, rule, Association Article of Incorporation or Bylaw, or management agreement, except for those matters which are enforceable by injunctive or other equitable relief, not requiring the payment of money, except as hereinafter provided.

Section Three: Mortgagees' Rights During Foreclosure. During the pendency of any proceeding to foreclose the Mortgage, the Mortgagee or the receiver, if any, may exercise any or all of the rights and privileges of the Owner of the mortgaged Lot, including but not limited to the right to vote as a Member of the Association to the exclusion of the Owner's exercise of such rights and privileges.

Section Four: Acquisition of Lot by Mortgagee. At such time as the Mortgagee shall become entitled to possession of the Lot, the Mortgagee shall be subject to all of the terms and



