

**SECOND AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
NEWBERG CREST**

This SECOND AMENDMENT is made on the date hereinafter set forth by the undersigned being the Owners of the herein described real Property as described in the attached Exhibit "A" situated in Snohomish, County, Washington.

RECITALS

WHEREAS the initial Declaration of Covenants, Conditions and Restrictions for Newberg Crest were dated and recorded on November 21 1997 under Snohomish County Recording Number 9711210404;

WHEREAS said Declaration was amended by a document entitled First Amendment to Declaration of Covenants, Conditions and Restrictions for Newberg Crest by the Declarant during the Development Period and Recorded under Snohomish County Recording Number 200307180788;

WHEREAS, ARTICLE IX, Section 2 of the Declaration states in part that "this Declaration may be amended of the Owners representing fifty-one percent of the total number of Lots within the Property approve the amendment";

WHEREAS, the undersigned Owners wish to amend and restate the Declaration as follows:

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
NEWBERG CREST**

TABLE OF CONTENTS

**ARTICLE I
Definitions**

1.1	Association	5
1.2	Board	5
1.3	Property	5
1.4	Lot	5
1.5	Declarant	5
1.6	Architectural Control Committee	5
1.7	Maintenance Control Committee	5
1.8	Private Roadway	5
1.9	Owners	5
1.10	Main Entrance Improvements	5
1.11	North Security Gate	5

**ARTICLE II
Maintenance and Operation**

2.1	Private Roadways.....	6
2.2	Main Entrance.....	6
2.3	North Security Gate.....	6
2.4	Storm Drainage Systems	6
2.5	Repair of Damage by Lot Owner	6

**ARTICLE III
Assessments**

3.1	Creation of Lien and Personal Obligation	7
3.2	Purpose of Assessments	7
3.3	Annual Assessment	7
3.4	Special Assessments	7
3.5	Uniform Rate of Assessment	8
3.6	Non-Payment of Assessments	8
3.7	Subordination of the Lien to Mortgage	8

ARTICLE IV
Homeowners' Association

4.1	Non-Profit Corporation	9
4.2	Membership	9
4.3	Voting Rights	9
4.4	Meetings	9

ARTICLE V
Management by Board

5.1	Terms	10
5.2	Powers of the Board	10

ARTICLE VI
Maintenance, Building, and Land Use Restrictions

6.1	Exterior Maintenance by Owners	12
6.2	Easement for Enforcement Purposes	12
6.3	Lot Maintenance by the Association	12
6.4	Residential Restrictions	12
6.5	Business and Commercial Use	13
6.6	Minimum Size Restrictions	13
6.7	Prohibition of Nuisances and Untidy Conditions	13
6.8	Fences, Walls & Shrubs	13
6.9	Temporary Structures	13
6.10	Mining	13
6.11	Signs	13
6.12	Animals	14
6.13	Building Materials	14
6.14	Permits	14
6.15	Codes	14
6.16	Time and Completion	14
6.17	Entry for Inspection	14
6.18	Wiring	14
6.19	Antennae	14
6.20	Septic System	14
6.21	Guests	14
6.22	Motor Bikes	14
6.23	Weapons	15
6.24	Tree Restrictions	15

ARTICLE VII
Architectural Control

7.1	Architectural Control Committee	16
7.2	Jurisdiction and Purpose	16
7.3	Membership	16
7.4	Designation of a Representative	16
7.5	Donation of Time	16
7.6	Address of the Committee	16
7.7	Voting	16
7.8	Submission of Plans	16
7.9	Plan Check Fee	17
7.10	Evaluating Development or Modification Proposals	17
7.11	Approval Procedures	17
7.12	Compliance with Codes	17
7.13	Variation	17
7.14	Enforcement	17

ARTICLE VIII
General Provisions

8.1	Covenants Running with Land.....	18
8.2	Amendment	18
8.3	Enforcement	18
8.4	Attorney's Fees	18
8.5	Severability	18
8.6	Rule Against Perpetuities	18
8.7	Nonliability of ACC, MCC and Homeowners' Association Members	18

Signatures	19
------------------	----

Exhibit A	22
-----------------	----

ARTICLE I Definitions

For purposes of this Declaration, the Articles of Incorporation and the Bylaws of the Newberg Crest Homeowners' Association, certain words and phrases shall have particular meaning as follows:

1.1 Association - "Association" shall mean and refer to the Newberg Crest Homeowners' Association, its successors and assigns.

1.2 Board - "Board" shall mean and refer to the Board of Directors of the Association, as provided for in Article V.

1.3 Property - "Property" shall mean and refer to the real Property described with particularity in Exhibit "A".

1.4 Lot - "Lot" shall mean and refer to any legal building Lot existing now or in the future within the boundaries of the Property.

1.5 Declarant – "Declarant" shall mean and refer to Boyden, Robinett & Associates, L.P., its successors and assigns.

1.6 Architectural Control Committee - "Architectural Control Committee" or "ACC" shall mean and refer to the duly appointed Committee of the Board of Directors as outlined in Article VII of this Declaration.

1.7 Maintenance Control Committee - "Maintenance Control Committee" or "MCC" shall mean and refer to the duly appointed Committee of the Board of Directors as outlined in Article II of this Declaration.

1.8 Private Roadways - "Private Roadways" shall mean the roads and storm drainage systems located within the easements for access, utilities and drainage established by article II, Section 1 of the declaration of Easements and reservations for Newberg Crest recorded under Snohomish County Auditors file 971118066.

1.9 Owner - "Owner" shall mean and refer to the Owner of record, whether one or more persons or entities, of a fee interest in any Lot, including the Declarant, but excluding Mortgagees or other persons or entities only holding a security interest. Purchasers or assignees under recorded real estate contracts shall be deemed Owners as against their respective sellers or assignors.

1.10 Main Entrance Improvements - "Main Entrance Improvements" shall mean the security gate, lighting, landscaping, signage, and related appurtenances located within the Easement for Main Entrance Improvements established by Article II, Section 4 of the Declaration of Easements and Reservations for Newberg Crest recorded under Snohomish County Auditor's File No. 9711180606. The area encumbered by said easement is hereinafter referred to as the "Main Entrance Improvement Easement Area".

1.11 North Security Gate – "North Security Gate" shall mean the security gate and related appurtenances described in the Rear Security Gate Easement established by Article II, Section 5 of the Declaration of Easements and Reservations for Newberg Crest recorded under Snohomish County Auditor's File No. 9711180606.

ARTICLE II

Maintenance and Operation

2.1 Private Roadways Maintenance - The Association is responsible for the maintenance, upkeep, and repair of the Private Roadways. Maintenance, upkeep, and repair of the Private Roadways shall include, but not be limited to the following:

- a) Maintaining the roadway surface in a level and smooth condition to the standard of maintenance established by the Declarant.
- b) Maintaining the storm drainage systems.
- c) Replacing and keeping in repair any roadway signage, markers, or lines if applicable.
- d) Maintaining the roadway right of way edges past the drainage ditches (as applicable) free of brush, blackberries, trees, etc.

Notwithstanding the foregoing, the Association shall have no obligation to make road repairs necessitated by a catastrophic natural occurrences where other legal vehicle access is available to serve the affected Lots or to maintain, upkeep, or repair the road which serves exclusively Lots 112, 113, and 114; Record of Survey recorded in Volume 19 of Surveys, Page 233, under Snohomish County Auditor's File No. 9704255005.

No speed bumps shall be installed on the Private Roadways. If speed control devices are necessary, speed humps instead of speed bumps shall be installed.

2.2 Main Entrance - The Association is responsible for the maintenance, upkeep, repair, replacement, operation, and improvement of the Main Entrance.

2.3 North Security Gate - The Association is responsible for the installation, maintenance, upkeep, repair, replacement, operation, and use of the North Security Gate.

2.4 Storm Drainage Systems - The Association is responsible for the maintenance, upkeep, and repair of all Storm Drainage Systems constructed on the Property by the Declarant and/or The Association.

2.5 Repair of Damage by Lot Owner - Any damage to the Private Roadways, Main Entrance, Rear Security Gates, Storm Drainage Systems, or Common Areas by a Lot Owner, his or her family members or guests shall be repaired within one week by the Owner who caused or whose family member or guest caused the area to be damaged. If such repairs are not made timely, the Association shall execute the repair and the Owner will be obliged to immediately remit funds for the repair, If the Owner fails to promptly make payment for such repairs, the Owner will be charged interest at the rate of twelve percent (12%) per annum.

ARTICLE III **Assessments**

3.1 Creation of Lien and Personal Obligation - Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges and (2) special assessments. Annual and special assessments shall be established and collected in accord with this Declaration. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Property against which such assessment is made. Each assessment, together with the interest, costs and reasonable attorneys' fees incurred to collect such assessments, shall be the personal obligation of the individual who is the Owner of the Lot at the time that the assessment fell due.

3.2 Purpose of Assessments - The assessments imposed by the Association shall be used:

- a) To promote the recreation, health, safety and welfare of the Property.
- b) For the maintenance, upkeep, repair, improvements of the Private Roadways.
- c) For the maintenance, upkeep, repair, replacement, operation, and improvement of the main Entrance.
- d) For the maintenance, upkeep, repair, replacement, operation of the North Security Gate.
- e) For the maintenance, upkeep, repair, replacement, operation of all Storm Drainage Systems constructed on the Property by the Declarant and/or The Association.
- f) For legal fees and damages incurred in any action in which the Association or a member of the Board, MCC or ACC, acting on behalf of the Association is named as a party.
- g) For any other legal fees incurred by the Association.
- h) For any other reasonable expenses incurred by the Association.

3.3 Annual Assessment - The annual assessment shall be determined by the membership of the NCHA. Lots owned by the Declarant shall not be subject to the annual assessment until sold. The maximum annual assessment may be increased each year by up to ten percent (10%) above the maximum annual assessment for the previous year by a vote of at least sixty percent (60%) of the members of the Board.

- a) In the event an increase of more than ten percent (10%) is deemed necessary by the Board, the Board must provide to the membership its reasons for the same and substantiate said higher rate of increase and proposed budget prior to the annual meeting of the membership at which time a vote of at least sixty percent (60%) of the membership to approve the higher rate of increase will be required.
- b) The Board of Directors shall fix the annual assessment in accord with the above recited standards.
- c) The annual assessment shall be due January 30th each year.

3.4 Special Assessments - In addition to the 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 any:

- a) Cost of any capital improvements to the Private Roadways, Storm Drainage Systems, or Main Entrance Improvement Easement Area.
- b) Legal fees and damage costs.
- c) Other reasonable expenses incurred by the Association.

Any assessment for the capital improvements which exceeds \$10,000 shall require the consent of the Owners representing sixty (60%) percent of the total number of Lots who are voting in person or by proxy at a meeting duly called for this purpose. Lots owned by the Declarant shall not be subject to the special assessment until sold.

Written notice of any meeting called for the purpose of special assessment shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting.

3.5 Uniform Rate of Assessment - Both annual and special assessments must be fixed at a uniform rate for all Lots and must be collected on an annual basis. Notwithstanding the foregoing, Lots owned by the Declarant shall not be subject to either an annual or special assessment until sold.

3.6 Non-Payment of Assessments - Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of twelve percent (12%) per annum. Each Owner hereby expressly vests in the Association and its agents the right and power to bring suit personally against such Owner for the collection of such assessments as debts and to enforce lien rights of the Association by all methods available for the enforcement of such liens including foreclosure by an action brought in the name of the Association in like manner as a mortgage of real Property. Such Owner hereby expressly grants to the Association the power of sale in connection with such liens. The liens provided for in this section shall be in favor of the Association and shall be for the benefit of the Association. The Association shall have the power to bid in its interest at foreclosure sale and to acquire hold, lease, mortgage, and convey the same. The Owner is responsible for payment of all attorneys' fees and costs incurred in collecting past due assessments or enforcing assessment liens.

No Owner may waive or otherwise escape liability for the assessments provided herein by abandonment of his or her Lot.

The association shall have the right to suspend the voting rights of an Owner for any period which any assessment against the Lot remains unpaid for a period not to exceed sixty (60) days for any infraction of the terms of this Declaration or the Articles and the Bylaws of the Association.

3.7 Subordination of the Lien to Mortgage - The lien for assessments, provided for in this Article, shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure of a first mortgage or deed of trust, or any proceeding in lieu thereof, shall extinguish the lien created pursuant to this Article as to payments which become due prior to such sale or transfer. No sale or transfer, however, shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV
Homeowners' Association

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

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

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

4.4 Meetings - Meetings shall be conducted in accord with the Bylaws of the Newberg Crest Homeowners' Association.

ARTICLE V

Management by Board

5.1 Terms - The Terms of the Board shall be defined in the By Laws.

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

- a) Insurance: Obtain policies of general liability insurance.
- b) Legal and Accounting Services: Obtain legal and accounting services, if necessary, for the Association's affairs or the enforcement of this Declaration.
- c) Private Roadway Maintenance: Pay all costs associated with the improvement, maintenance, upkeep, and repair of the Private Roadways.
- d) Main-Entrance Improvements Maintenance: Pay all costs associated with the improvement, maintenance, upkeep, repair, replacement, operation, and use of the Main Entrance Improvements.
- e) Security Gate Maintenance: Pay all costs associated with the installation, maintenance, upkeep, repair, replacement, operation, and use of the North Security Gate.
- f) Storm Drainage Systems Maintenance: Pay all costs associated with the improvement, maintenance, repair, and upkeep of all storm drainage systems constructed on the Property by the Declarant and/or The Association.
- g) Maintenance of Lots: If necessary, maintain any Lot if such maintenance is reasonably necessary in the judgment of the Board to (1) protect the private roadways, Main Entrance Improvements, North Security Gate, or Storm Drainage Systems, or (2) to preserve the appearance and value of the Property if the Owners of the Lot have failed or refused to perform the maintenance within a reasonable time after written notice by the Board to the Owner of such Lot, provided that the Board shall levy a special assessment against the Owner of such Lot for the cost of such maintenance.
- h) Utilities: Pay all the utility charges attributable to the lighting of the Private Roadways, signage, and operation of the security gates. Authorize the installation of utility or service lines which the Board deems to be in the best interest of the Association.
- i) Security: Pay all costs appropriated by the Board to ensure adequate security for the Lots constituting the residential community created on the Property.
- j) Right to Contract: Have exclusive right to contract for all goods, services, maintenance, and improvements.
- k) Improvements: Make capital improvements to the Private Roadways, Storm Drainage Systems, and Main Entrance Improvement Easement area subject to the provisions of Section 3.4.

- l) Right of Entry: Enter any Lot when reasonably necessary, in the event of emergencies or in connection with any maintenance, landscaping, or construction for which the Board is responsible. Except in cases of emergencies, the Board, its agents, and/or employees shall attempt to give notice to the Owner or occupant of any Lot twenty-four (24) hours prior to such entry. Such entry must be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board if the entry was due to an emergency (unless the emergency was caused by the Owner of the Lot entered, in which case the cost shall be specially assessed to the Lot). If the repairs or maintenance activities were necessitated by the Owner's neglect of the Lot, the cost of such repair or maintenance activity shall be specially assessed to that Lot. If the emergency or the need for maintenance repair was caused by another Owner of another Lot, the cost thereof shall be specially assessed against the Owner of the other Lot.
- m) Promulgation of Rules: Adopt and publish rules and regulations governing the members and their family members and guests and establish penalties for any infraction thereof.
- n) Declaration of Vacancies: Declare the office of a member of the Board to be vacant in the event that a member of the Board is absent from three (3) consecutive regular meetings of the Board.
- o) Employment of Manager: Employ a manager, an independent contractor, or such other employees as the Board deems necessary and describe the duties of such employees.
- p) Payment for Goods and Services: Pay for all goods and services required for the proper functioning of the Private Roadways, Main Entrance Improvements, Rear Security Gates, Storm Drainage Systems, and the Association.
- q) Impose Assessments: Impose annual and special assessments.
- r) Bank Account: Open a bank account on behalf of the Association and designate the signatories required.
- s) Legal Actions: Commence legal actions for the enforcement of these covenants or any other legal action which the Board of Directors deems necessary for the protection of the Property. The Board also has the authority to defend against legal actions initiated against the Association.
- t) Exercise of Powers, Duties and Authority: Exercise for the Association all powers, duties and authority vested in or delegated to the Association, and not reserved to the membership by other provisions of the Bylaws, Articles of Incorporation, or this Declaration. The Board shall have all powers and authority permitted to it under this Declaration and the Bylaws, including the power and authority to adopt and/or amend the Bylaws which are not inconsistent with the Declaration.

ARTICLE VI
Maintenance, Building, and Land Use Restrictions

6.1 Exterior Maintenance by Owners - Each Lot and the improvements constructed thereon shall be maintained by the Owner in a neat, clean and attractive condition at all times.

- a) Refuse: All Lots shall be kept free of debris. All refuse shall be kept in sanitary containers concealed from the view of other Lots; the containers shall be regularly emptied and the contents disposed of off the Property. No grass cuttings, leaves, limbs, branches, and other debris from vegetation shall be dumped or allowed to accumulate on any Lot, except that a regularly tended compost heap shall be permitted if the compost heap is concealed from the view of other Lots.
- b) Storage of Vehicles: Owners may not store goods or equipment or permanently park vehicles (e.g. boats, cars, trucks, trailers, campers, recreational vehicles) in open view on any Lot. When such vehicles, equipment or goods are parked or stored on Lots for a period over thirty (30) days, they shall be adequately screened from the view of adjacent roads and other Lots. The screening of such vehicles, goods equipment must have the approval of the ACC.
- c) Improperly Parked Vehicles: Upon forty-eight (48) hours' notice to the Owner of an improperly parked vehicle, the Board has the authority to have towed, at the Owner's expense, any vehicles which are parked in violation of this section.
- d) Temporary Parking by Guests: This section does not prevent guests from parking automobiles, trucks or recreational vehicles in driveways for a period of fourteen (14) days or less. However, if the guests either (1) plan to park their vehicles in driveways or (2) stay in their recreational vehicles, for a period in excess of fourteen days, the Owners must obtain prior written permission from the Board.
- e) Dilapidated Unsightly Vehicles: Neither Owners nor their family members or guests are allowed to park dilapidated, dysfunctional or unsightly vehicles in driveways.

6.2 Easement for Enforcement Purposes - Owners hereby grant to the Association an express easement for purposes of going upon the Lots of Owners for the purpose of removing vehicles, goods, or equipment which is parked or stored in violation of the terms of this Declaration.

6.3 Lot Maintenance by the Association - In the event that the an Owner shall fail to maintain the exterior of their premises and the improvements situated thereon in a manner consistent with maintenance standards of the Newberg Crest community, the Board shall, upon receipt of written complaint of any Owner, and subsequent investigation which verifies that complaint, have the right through its agents and employees to enter upon the offending Owner's Lot and repair, maintain and restore the Lot and exterior of the improvements on that Lot if the Owner shall fail to respond in a manner satisfactory to the Board within forty- five (45) days after mailing of adequate notice by certified mail to the last known address of the Owner. The Cost of such repair, maintenance or restoration shall be assessed against the Lot, and the Board shall have the right to cause to be recorded a notice of lien for labor and materials furnished, which lien may be enforced in the manner provided by law for the foreclosure of mechanics liens. In the event that the estimated cost of such repair should exceed one percent (1%) of the assessed value of the Lot and improvements on that Lot, the Board shall be required to have the consent of fifty-one percent (51%) of all Lot Owners before undertaking such repairs.

6.4 Residential Restrictions - Unless otherwise provided in Section 6.5, all Lots within the Property shall be used solely for private single-family residential purposes. No residence shall be constructed which exceeds three stories in height, inclusive of basement. Each residence must have a private enclosed car shelter for not less than two cars. No single structure shall be altered to provide residence for more than one family.

6.5 Business and Commercial Use - No trade, craft, business, profession, commercial use or similar activity of any kind shall be conducted on any Lot, unless (1) it is a "Permitted Use" under the applicable zoning code, (2) it is conducted within a fully enclosed building, and (3) it does not create a level of noise, vibration, smoke or dust, odors, heat, light, or glare beyond that which is acceptable in a residential area. Furthermore, no goods, equipment, materials, or supplies used in Connection within any such trade, craft, business, profession, commercial user, or similar activity shall be placed or stored on any Lot except within a fully enclosed building.

6.6 Minimum Size Restrictions - The following minimum size restrictions apply:

- a) One Story Dwelling - The ground floor area of a one story dwelling shall not be less than 1800 finished square feet.
- b) Two Story Dwelling - In the case of a two story dwelling, the lower living level shall not be less than 1200 feet finished square feet and the total area shall constitute a minimum of 2200 finished square feet.
- c) Three Story Dwelling - For a tri-level dwelling, the total area shall constitute a minimum of 2200 finished square feet.
- d) Split entry or split foyer - This type home shall have a main floor area of not less than 1650 finished square feet.

In computing the total square footage of a residence, neither the garage nor porches shall be included.

6.7 Prohibition of Nuisances and Untidy Conditions - No noxious or offensive activity or condition shall be conducted on any Lot nor shall anything be done or maintained on any Lot which may be or become an activity or condition which unreasonably interferes with the right of other Owners to use and enjoy their respective Lots; provided, however, that prior to the sale of all Lots, Owners shall have the right to clear and burn stumps, trees, and other foliage from the Lots and perform other activities which, , may be necessary to market or maintain the Lots.

6.8 Fences, Walls & Shrubs - Fences, walls or shrubs permitted to delineate the Lot lines of each Lot, subject to (1) the approval of the ACC and (2) determination whether such fences, walls, or shrubs would interfere with easements of record. All fences, whether chain link, open or solid must meet the standards set by the ACC, and must be approved by the ACC prior to construction or installation.

6.9 Temporary Structures - No structures of temporary character, trailer, recreational vehicle, tent, shack, garage, barn, or other out buildings shall be used on any Lot any time for residential purposes, either temporarily or permanently; provided however, that during the period of construction of a single family residence on a Lot, recreational vehicle or trailer may be used as a temporary residence up to twelve (12) months.

6.10 Mining - No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted on or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted on or with any Lot. Oil and propane gas storage for residential heating purposes is permissible.

6.11 Advertisement Signs - No advertisement signs, billboards, or other means shall be displayed to the public view on any Lot except one sign not to exceed nine square feet in area may be placed on a Lot to offer the Lot for sale. Signs also may be used by a builder to advertise the Property during the construction and sale period. Political yard signs of a temporary nature will be allowed during campaign periods on Lots.

Within five (5) days of the occurrence of the election, such signs must be removed. The Board may cause any sign placed on Property in violation of this section to be removed.

6.12 Animals - Animals, livestock, and poultry may be raised, bred, and kept on any Lot provided they are not kept, bred, or raised for commercial purposes or become a nuisance. Commercial purposes shall not include the raising, keeping, and breeding of animals for hobby purposes. All animals, livestock and poultry shall be confined to the boundary of the Lot and shall not be permitted to roam freely throughout the Property.

6.13 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 whether 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 Lots. All roofs are to be unpainted cedar shingles, shakes, tile, architectural composition or other approved material. All siding, masonry and trim are to be of a type and color approved by the ACC.

6.14 Permits - No construction or exterior addition or change or alteration of any structure may be started on any portion of any Lot without the Owner first obtaining a building permit and other necessary permits from the proper local governmental authority and written approval of such permits from the ACC. The ACC must approve the plans for all construction or alteration proposals (See Article VII).

6.15 Codes - All construction shall conform to the requirements of the State of Washington Codes (building, mechanical, plumbing) and Snohomish County Codes and requirements, in force at the commencement of the construction.

6.16 Time and Completion - The exterior of any structure, including painting or other suitable finish, and landscaping shall be completed within fifteen (15) months of the beginning of construction so as to present a finished appearance when viewed from any angle. The construction area shall be kept reasonably clean during the construction period.

6.17 Entry for Inspection - Any agent, officer, member of the Board, may, at any reasonable predetermined time, upon twenty-four (24) hours' notice during construction or exterior remodeling, enter and inspect structure to determine if there has been compliance with provisions of this Declaration. The above recited individual shall not be deemed guilty of trespass for such entry inspection. There is created an easement over, upon and across Lots for the purpose of making and carrying out such inspection.

6.18 Wiring - The wiring of accessory buildings of any kind shall be underground.

6.19 Antennae - No radio or television antenna transmitters or parabolic reflectors greater than thirty-six (36) inches diameter (satellite dish antennae) shall be permitted unless approved by the ACC.

6.20 Septic System - All septic systems serving Lots within the Property must be professionally designed and meet requirements of the Snohomish County Health Department. Lot Owners must ensure that no development activity conducted on their Lot adversely affects drain field or reserve drain fields located their own or nearby Lots.

6.21 Guests - All Owners are responsible at all times for the conduct of their guests.

6.22 Motor Bikes - Muffled and licensed motorcycles shall be permitted on the Private Roadways. Muffled trail bikes and similar vehicles are permitted within the boundaries of individual Lots. Non-muffled motorcycles, motor bikes, trail bikes, or similar vehicles are prohibited on any portion of Property whether licensed or unlicensed.

6.23 Weapons - No firearms any kind or nature including bows, slingshots, BB guns, slings, traps or any other like weapon shall be used within the Property except by appropriate government officials.

6.24 Tree Restrictions –

- a) The following restrictions apply to Division I.
 1. Any trees over twenty (20) feet in height lying within one-hundred (100) feet of the easement of the main East West Private Roadway shall be topped, trimmed or removed by the Owners of such Lots in order to provide an easterly mountain view corridor.
 2. All other trees growing on Lots 102, 103, 104, 105, 106, 107, 110, 111, 112, 113 and 114 shall be topped, trimmed, or removed if future growth interferes with the easterly mountain views of any adjoining or nearby residences. The cost of any such topping, trimming, or removal shall be borne by the Owner of the adjoining or nearby Lot requesting the same
 3. The ACC shall be the review authority to determine if a tree interferes with the easterly mountain views of any adjoining or nearby residences, and has the right to direct or approve the topping, trimming, or removal of any such trees.
Notwithstanding the foregoing, the Lots owned by the Declarant shall not be subject to said tree restrictions until sold.
- b) As additional Divisions of the Property are marketed, this section shall be amended to reflect the tree restrictions for such Lots.

ARTICLE VII

Architectural Control

7.1 Architectural Control Committee - The ACC shall consist of not less than three (3) and not more than five (5) members. It is not a requirement that members of the ACC be Owners or members of the association.

7.2 Jurisdiction and Purpose - The ACC shall review proposed plans and specifications for residences, accessory structures (e.g. garages, barns, garden sheds, tool sheds, doll houses, tree houses, gazebos and playground equipment), fences, walls, appurtenant recreational facilities (e.g. hot tubs, spas, basketball courts, basketball hoops, tennis courts, swimming pools, bath houses, animal pens or enclosures), or other exterior structures to be placed upon the Property. No structure may be built or exterior addition or structural alteration may be made until plans, and specifications showing the nature, kind, shape, height, materials and location of the proposed structure or alteration have been submitted to and approved, in writing, by the ACC. The ACC also shall review proposals to Change the exterior color of homes. The ACC shall determine whether the exterior design and location of the proposed structure, alteration, or color change harmonizes with the:

- a) Surrounding structures
- b) Natural and built environment
- c) Aesthetic character of other homes located near to where the Lot is located.

7.3 Membership - The ACC shall be designated by the Board. The Board is not obliged to fill a vacancy on the ACC unless the membership of the ACC numbers less than three (3) persons.

7.4 Designation of a Representative - The ACC may unanimously designate one or more of its members or a third party to act on behalf of the ACC with respect to both ministerial matters and discretionary actions.

7.5 Donation of Time - No member of the ACC shall be entitled to any compensation for services performed on behalf of the ACC. ACC members or representatives shall have no financial liability resulting from ACC actions.

7.6 Address of the Committee - The address of the ACC shall be at the registered office address of Newberg Crest Homeowner's Association.

7.7 Voting - ACC decisions shall be determined by a majority vote by the members of the ACC.

7.8 Submission of Plans - All plans and specifications required to be submitted to the ACC shall be submitted by mail to the address of the ACC in duplicate. The written submission shall contain the name and address of the Owner submitting the plans and specifications identifying the Lot involved and the following information about the proposed structure:

- a) The location of the structure upon the Lot
- b) The elevation of the structure with reference to the existing and finished Lot grade
- c) The general design
- d) The interior layout
- e) The exterior finish materials and color
- f) The color and material of the roof
- g) The landscape plan

- h) Other information which may be used in order to determine whether the structure conforms to the standards articulated in this Declaration and the standards employed by the ACC in evaluating development proposals.

7.9 Plan Check Fee - All individuals submitting plans to the ACC shall be obliged to pay a reasonable plan check fee to cover the administration costs of reviewing such development proposals. It will be necessary to pay the plan check fee upon submitting plans and specifications to the ACC.

7.10 Evaluating Development or Modification Proposals - The ACC shall have the authority to establish aesthetic standards for evaluating development or modification proposals. In addition to such standards, in evaluating these development proposals, the ACC shall determine whether the external design, color, building materials, appearance, height, configuration, and landscaping of the proposed structure harmonizes with (1) the various features of the natural and built environment, (2) the aesthetic character of the other homes located near to where the Lot is located, and (3) any other factors which affect the desirability or suitability of a proposed structure or alteration. The ACC shall decline to approve any design which fails to meet the above, and any other aesthetic standards promulgated by the ACC. The ACC will not approve any temporary or non-permanent structures. ACC determinations may be amended by a majority vote of the ACC members.

7.11 Approval Procedures - Within twenty (20) days after the receipt of plans and specifications, the ACC shall approve or disapprove the proposed structure. The ACC may decline to approve plans and specifications which fail, in its opinion, due to its aesthetic standards. The ACC shall indicate its approval or disapproval on one of the copies of the plans and specifications. In the event that no disapproval of such plans and specifications is given within twenty (20) days of submission, the plans and specifications shall be deemed to be approved by the ACC and construction pursuant to the plans and specifications may be commenced.

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

7.13 Variation - The ACC shall have the authority to approve plans and specifications which do not conform to these restrictions in order to (1) overcome practical difficulties or (2) prevent undue hardship from being imposed on an Owner as a result of applying these restrictions. However, such variations will not (1) detrimentally impact on the overall appearance of the development, (2) impair the attractive development of the Property, or (3) adversely affect the character of nearby Lots. Granting such a variation shall not constitute a waiver of the restrictions articulated in the declaration. Variations shall only be granted if the ACC determines that the variation would further the purpose and intent of these restrictions.

7.14 Enforcement – In any judicial action to enforce a determination of the ACC, the losing party shall pay the prevailing party's reasonable attorney's fees, expert witness fees and other costs incurred in connection with such legal action or appeal (See Article VIII, Section 4). The Board shall have the right to reverse or modify any determination of the ACC.

ARTICLE VIII

General Provisions

8.1 Covenants Running with the Land - These covenants are to run with the land and be binding on all parties and persons claiming under them for a period of thirty years from the date these covenants are recorded after which time the covenants shall be automatically extended for successive periods of ten years. The covenants, restrictions and conditions articulated in this Declaration shall run with the land and shall accordingly be binding on all successors and assigns.

8.2 Amendment – This Declaration may be amended if the Owners representing sixty percent (60%) of the total number of Lots within the Property approve the amendment. All amendments must be filed with the office of the Snohomish County Auditor or its successor agency.

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

8.4 Attorney's Fees – In the event that it is necessary to seek the services of an attorney in order to enforce any (1) provision of this Declaration, or (2) lien created pursuant to the authority of this Declaration, the individual against whom enforcement is sought shall be obliged to pay reasonable attorney's fees incurred. If the Owner fails to pay such fees within sixty (60) days, such fees shall become a lien against the Owner's Lot. In Any legal action commenced in order to enforce the provisions of this Declaration, the prevailing party shall be entitled to recover all reasonable attorney's fees and expert witness fees incurred in order to enforce the provisions of this Declaration. The prevailing party shall also be entitled to recover all costs.

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

8.6 Rule Against Perpetuities - In the event that any provision or provisions of this Declaration violates the rule against perpetuities, such provision or provisions shall be construed as being void and of no effect as of twenty-one (21) years after death of the last surviving incorporator of the Association or twenty-one (21) years after the death of the last survivor of all of the incorporators' children and grandchildren who shall be living at the time this instrument is executed, whichever is later.

8.7 Hold Harmless - Neither the Board of Directors, ACC, MCC, nor the Homeowner's Association, nor any member thereof, shall be liable to any Owner, occupant, builder or developer for any damages, loss or prejudice suffered or claimed on account of any action or failure to act of the Board of Directors, ACC, MCC, or member thereof, provided that the member has acted in good faith and on the basis of the facts as known to them.

In WITNESS WHEREOF, we, being all of the Directors of the Newberg Crest Homeowners Association, have hereunto set our hands this 29th day of June, 2011, having incorporated all revisions established by the Association.

/signature on record
Mary E. Bulatovic
Secretary

/signature on record
Brian S. McMahan
Treasurer

/signature on record
Richard W. Kemp Jr
Vice President

/signature on record
Bernard L. Briggs Jr
President

EXHIBIT “A”

Legal Description:

Lots 101 through 114, of that Record of Survey recorded under Recording Number 9704255005, records of Snohomish County, Washington.

Lots 115 through 125, of that Record of Survey recorded under Recording Number 9802055003, records of Snohomish County, Washington.

Lots 126 through 137, of that Record of Survey recorded under Recording Number 199911125003, records of Snohomish County, Washington.

Lots 1 through 17, Newberg Crest, a Rural Cluster Subdivision, according to the plat thereof as recorded under Auditor's File No. 200204105001, records of Snohomish County, Washington.