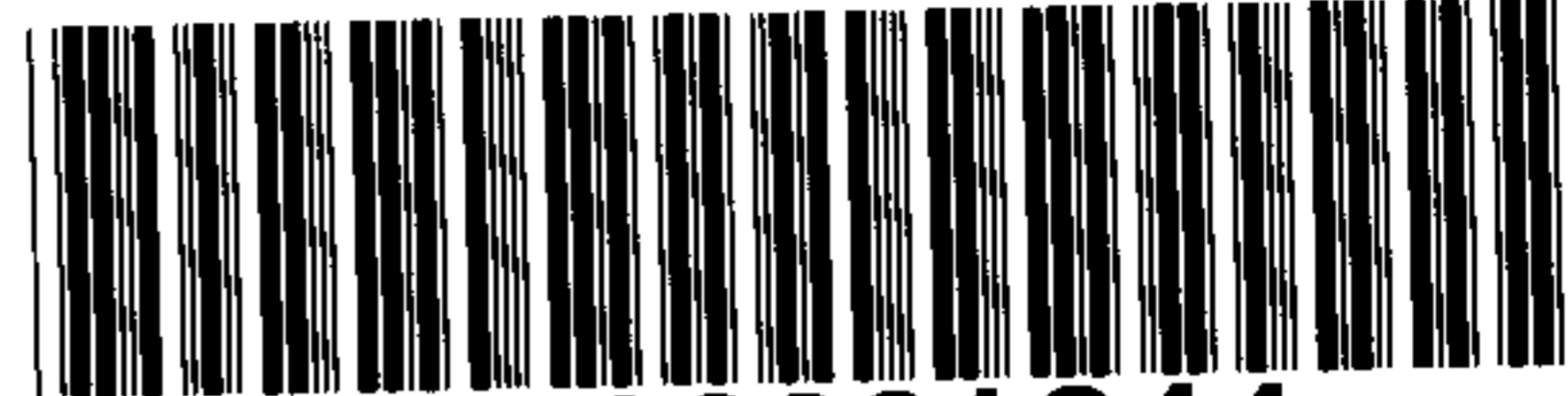


Foster Pepper & Shefelman PLLC  
Attention: Gary N. Ackerman  
1111 Third Avenue, Suite 3400  
Seattle, Washington 98101-3299



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PAGE 001 OF 033  
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KING COUNTY, WA

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,  
AND RESERVATIONS FOR RIVERPOINTE  
A Subdivision

Grantor/Declarant: CAMWEST DEVELOPMENT, INC., a Washington corporation  
Additional names on pg. N/A

Grantee: RIVERPOINTE HOMEOWNERS ASSOCIATION  
Additional names on pg. N/A

Legal Description: A Portion of the SW ¼ of SE ¼, S 6, T 21 N, R 5 E, W.M., King  
County  
Official legal description on Exhibit A

Assessor's Tax Parcel ID#: 0004000023

Reference # (if applicable): \_\_\_\_\_  
Additional numbers on pg. N/A

DECLARATION  
OF  
COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS  
FOR  
RIVERPOINTE

A Subdivision

This Declaration is made as of this 26th day of July, 2005, by CamWest Development, Inc., a Washington corporation, hereinafter referred to as "Declarant."

### RECITALS

- A. Declarant is the owner of that certain real property and improvements located within the City of Auburn, County of King, State of Washington, commonly known as Riverpointe (hereinafter, "Riverpointe" or the "Property"), which is more particularly described in Exhibit A attached hereto.
- B. Declarant desires to create an owners association at Riverpointe to provide for the maintenance, preservation, and architectural control of the Lots, Private Joint Use Driveway Tracts, Private Storm Drainage Easements, and Common Areas (all as defined below) within the community and to promote the health, safety, happiness, and welfare of the residents of the community.
- C. For the benefit and protection of the Property, to enhance its value and attractiveness, Declarant provides herein for a comprehensive system of land-use and building controls within the Property.

### SUBMISSION OF THE PROPERTY TO THIS DECLARATION

Declarant, being the sole owner of the Property, hereby makes this Declaration for the purpose of submitting the Property to this Declaration, and declares that the Property described above shall be held, sold, conveyed, encumbered, leased, rented, occupied and improved subject to the following covenants, conditions, restrictions, reservations, grants of easement rights, rights of way, liens, charges and equitable servitudes, which are for the purpose of protecting the value and desirability of the Property and shall be binding on all parties having any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each Owner thereof. This Declaration shall run with the land and bind Declarant, its successors and assigns, all subsequent Owners of the Property or any part thereof, together with their grantees, successors, heirs, executors, administrators, devisees or assigns. Any conveyance, transfer, sale, assignment, lease or sublease of a Lot in the Property, shall and hereby is deemed to incorporate by reference all provisions of this Declaration. The provisions of this Declaration shall be enforceable by Declarant, any Lot Owner, the Association, and any first Mortgagee of any Lot.

#### Article 1. DEFINITIONS

Section 1.1 Definitions. For the purposes of this Declaration and any amendments hereto, the following definitions shall apply.

"Architectural Control Committee" shall mean the Board or a committee by that name designated by the Board.

"Articles" shall mean the articles of incorporation of the Association.

"Assessments" shall mean all sums chargeable by the Association against a Lot, including, without limitation: (a) general and special assessments for maintenance, repair or replacement of the Common Areas and Street Trees; (b) special assessments for maintenance, repair or reconstruction of the Private Joint Use Driveway Tracts; (c) special assessments for maintenance of the Private Storm Drain Easement; (d) special assessments against a Lot Owner for work done on the Owner's Lot; (e) fines imposed by the Association; (f) interest and late charges on a delinquent Owner's account; and (g) costs of collection, including reasonable attorneys' fees, incurred by the Association in connection with the collection of a delinquent Owner's account.

"Association" shall mean the Riverpointe Homeowners Association, a Washington non-profit corporation, as described more fully in Article 3, and its successors and assigns.

"Board" shall mean and refer to the Board of Directors of the Association, as provided for in Article 3.

"Bylaws" shall mean the bylaws of the Association as they may from time to time be amended.

"City" shall mean the City of Auburn, in King County, Washington.

"Common Area" shall mean all real property and improvements described in Section 2.1.

"Entry Monument/Landscape Tracts" shall mean Tracts L and M as shown on the Plat and referred to in Plat Restriction 10 of the Plat.

"Declarant" shall mean CamWest Development, Inc., a Washington corporation, and its successors and assigns if such successors or assigns should (i) acquire more than one Lot from the Declarant for the purpose of development, and (ii) be specifically assigned the rights and duties of Declarant by written instrument in recordable form.

"Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions, and Reservations for Riverpointe, and any amendments thereto.

"Home" shall mean a structure located on a Lot which is designed and intended for use and occupancy as a residence or which is intended for use in connection with such residence.

"Landscape Tracts" shall mean Tracts G, H, and I as shown on the Plat and referred to in Plat Restrictions 5, 6, and 7 of the Plat.

"Lot" shall mean and refer to any of the 117 numbered lots shown on the recorded Plat of the Property. Ownership of a Lot shall include ownership of the Home and improvements now or hereafter constructed on the Lot.

"Member" shall mean a person entitled to membership in the Association pursuant to Section 3.5.

"Mortgage" shall mean a recorded mortgage or deed of trust that creates a lien against a Lot and shall also mean a real estate contract for the sale of a Lot.

"Mortgagee" shall mean the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Lot created by a Mortgage and shall also mean the vendor, or the designee of vendor, of a real estate contract for the sale of a Lot. For the purpose of determining the percentage of first Mortgagees approving a proposed decision or course of action, a Mortgagee shall be deemed a separate Mortgagee for each Lot on which it holds a Mortgage which constitutes a first lien on said Lot. Mortgagees shall have the same voting rights as the Owners of any Lot subject to such Mortgage.

"Notice and Opportunity to be Heard" shall mean the procedure wherein the Board shall give written notice of the proposed action to all Owners, tenants or occupants of Homes whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing, which shall be not less than five days from the date notice is delivered by the Board. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the Board to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the Board. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

"Owner" shall mean the owner of record, whether one or more persons or entities, of a fee simple title to any Lot and, except as may be otherwise expressly provided herein, shall, in the case of a Lot which has been sold pursuant to a real estate contract, include any person of record holding a vendee's interest under such real estate contract, to the exclusion of the vendor thereunder. Any person or entity having such an interest merely as security for the performance of an obligation shall not be considered an Owner.

"Person" shall include natural persons, partnerships, corporations, associations and personal representatives.

"Plat" shall mean the plat for Riverpointe recorded at Volume 229 of Plats, at pages 83 through 89, Recorder's File No. 2005081-, records of King County, Washington.

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"Private Joint Use Driveway Tracts" shall mean Tracts J and K which provide access and utilities to certain benefited Lots, as shown on the Plat and referred to in Plat Restrictions 8 and 9 of the Plat.

"Private Storm Drainage Easement" shall mean the storm drainage easements benefiting certain individual Lots, as shown on the Plat and referred to in Plat Restriction 12 of the Plat.

"Property" shall mean the real property and improvements located within the City of Auburn, King County, Washington, commonly known as Riverpointe, which is more particularly described on Exhibit A attached hereto.

"Structure" shall mean any building, fence, wall, pole, driveway, walkway, patio, swimming pool, or the like.

"Transition Date" shall mean the earlier of the following: (i) the date on which the votes of the Class A members of the Association equal the votes of the Class B member or (ii) the seventh anniversary of the date of recording of this Declaration.

## Article 2. COMMON AREAS

Section 2.1 Description of Common Areas. The Common Areas, as shown on the Plat, are comprised of the following:

Tract G, H and I	Landscape Tracts
Tracts L and M	Entry Monument/Landscape Tracts
Tract B	Neighborhood Park

Section 2.2 Dedication of Common Areas. Declarant, by recording the Plat, dedicates, transfers and conveys the Common Areas to the Association.

Section 2.3 Use of Common Areas. Each Owner shall have the right to use the Common Areas in common with all other Owners, subject to this Declaration, the Bylaws, any rules and regulations adopted by the Association, and the following:

2.3.1 The Association may totally bar or restrict use of portions of the Common Areas where ordinary use could be dangerous, unreasonably increase Association costs, or be detrimental to the environment.

2.3.2 The Association shall have the right to suspend the voting rights of any Owner for any period during which any assessment against such Owner's Lot remains unpaid, and for a period not to exceed 60 days for any, and for each separate, infraction of the Association's published rules and regulations.

2.3.3 The Association shall have the right to dedicate or transfer all or any portion of the Common Areas, including easements thereon, to any willing authority, for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless two-thirds of each class of Members vote or consent in writing to such dedication or transfer. The instrument dedicating or transferring all or any portion of the Common Areas shall be executed by the president and secretary of the Association who shall certify that the requisite vote or consent has been obtained.

Section 2.4 Landscape Tracts. A certain portion of the Common Areas (Tracts G, H, and I) are designated on the Plat as Landscape Tracts. The tracts may not be used for recreational purposes between dusk and 9 a.m. and are subject to any rules or regulations adopted by the Association consistent with the Plat restrictions.

Section 2.5 Entry Monument/Landscape Tracts. A certain portion of the Common Areas (Tracts L and M) are designed on the Plat as Entry Monument/Landscape Tracts. The tracts may not be used for recreational purposes and are subject to rules and regulations adopted by the Association consistent with the Plat restrictions.

Section 2.6 Private Joint Use Driveway Tracts. Plat Restrictions 8 and 9 establish that Tracts J and K are Private Joint Use Driveway Tracts serving certain specified Lots. Tract J serves Lots 2, 3, and 4, and Tract K serves Lots 114, 115, and 116. Declarant, by recording the Plat, dedicates and conveys an undivided interest in each Tract to the Owners of the Lots served by that Tract. The Association, at the request and cost of the Owners served by a particular Tract, shall be responsible for the maintenance of that Tract, as provided in Section 2.10.

Section 2.7 Private Storm Drainage Easement. Plat Restriction 12 establishes a Private Storm Drainage Easement over Lots 4 and 36. Declarant, by recording the Plat, grants a storm drainage easement to the Owners of the Lots benefited by the Private Storm Drainage Easement. The Association shall be responsible for the maintenance of the portion of the Private Storm Drainage System that serves more than one Lot up to the point of connection to the public drainage system

Section 2.8 Delegation of Use. Any Member may delegate, in accordance with such rules and regulations as the Association shall promulgate, his or her right of use and enjoyment of the Common Areas to family members, guests, and tenants of such Member. Each Owner shall be responsible for informing such Owner's family members, guests, tenants, and service personnel of the contents of this Declaration as well as any rules and regulations that may be adopted by the Association as they may relate to the use and enjoyment of the Common Areas. Each Owner shall be personally liable for any damage to any Common Areas or any other area maintained by the Association or to any other property of the Association, whether real or personal, caused by the Owner or the Owner's family member, guest, tenant, agent, workman, contractor or other licensee or invitee. The Association may have a lien upon the Owner's Lot for the amount of such damages as determined by the Board after Notice and Opportunity to be Heard.

Section 2.9 Street Trees. The Association shall be responsible for maintenance of the street trees within and/or abutting the public and private tracts depicted in the Plat and the landscaped public right of way ("I" Street NE) located at the entrance to the Plat (the "Street Trees"). The Street Trees shall be owned and maintained by the Association in accordance with Plat Restriction 16 of the Plat.

Section 2.10 Maintenance. The Association shall have full responsibility for the maintenance, repair, replacement and improvement of the Common Areas, the Private Storm Drain Easement, and the Street Trees, and, upon request of the Owners served by a Private Joint Use Driveway Tract as provided above, the Private Joint Use Driveway Tracts. All such areas and facilities shall be reasonably maintained for their intended use, subject to applicable governmental restrictions. The Association shall, upon the written request of a majority of the Owners of the Lots served by a Private Joint Use Driveway Tract, perform such maintenance, repairs or reconstruction of the portion of the facilities within the tract as may be requested by the Owners. If one or more of the Owners served by a Private Joint Use Driveway Tract, but less than a majority of those served, makes a written request to the Association to have maintenance, repairs or reconstruction of a portion of the facilities within the tract, the Board shall, after Notice and Opportunity to be Heard given to all of the Owners served by that tract, decide whether it is reasonably necessary for the maintenance, repair or reconstruction to be done. The cost of such maintenance, repairs or reconstruction shall be assessed equally against each of the Lots served by the Private Joint Use Driveway Tract. Street Trees shall be maintained by the Association until the City or its successor has adopted a maintenance program. In the event that any tract which is dedicated in the Plat to the City of Auburn for ownership, maintenance, and/or access purposes is not being maintained at a level which is acceptable to the Association, the Association may, but is not required to, maintain the tract as it deems appropriate, including the performance of grass cutting and maintenance of shrubs, trees, and flowers. The cost of such maintenance shall be a Common Expense of the Association. Any maintenance performed by the Association on tracts dedicated to the City of Auburn shall not obligate the Association to continue to maintain such tracts.



### Article 3. HOMEOWNERS ASSOCIATION

Section 3.1 Establishment. There is hereby created an association called the Riverpointe Homeowners Association or such other name at Declarant shall determine (the "Association").

Section 3.2 Form of Association. The Association shall be a nonprofit corporation formed and operated under the laws of the State of Washington.

Section 3.3 Articles and Bylaws. Declarant will adopt Articles of Incorporation and will propose to the initial Board of Directors the adoption of Bylaws to supplement this Declaration and to provide for the administration of the Association and the Property and for other purposes not inconsistent with this Declaration. In the event of any conflict between this Declaration and the Articles for such nonprofit corporation, the provisions of this Declaration shall prevail. Bylaws for the administration of the Association and the Property, and to further the intent of this Declaration, shall be adopted or amended by the Owners at regular or special meetings; provided that the initial Bylaws shall be adopted by the Board of Directors. In the event of any conflict between this Declaration and any Bylaws, the provisions of this Declaration shall prevail.

Section 3.4 Board of Directors. The Association shall be managed by a Board of Directors who are members of the Association. They shall be elected as set forth in the Articles of Incorporation and Bylaws of the Association.

Section 3.5 Membership and Voting Rights. The Association shall have two classes of voting membership:

3.5.1 Class A Members shall be all Owners except the Declarant, and each Class A Member shall be entitled to one vote for each Lot owned, whether improved or not. When more than one Person holds an interest in any Lot, all such Persons shall be members. The vote for such Lot shall be exercised as the joint Owners may decide among themselves, but in no event shall more than one vote be cast with respect to any Lot.

3.5.2 The Class B member shall be the Declarant who shall be entitled to three votes for each Lot owned by it. The Class B class of membership shall cease and be converted to Class A membership upon the occurrence of the earlier of the following events: (i) the votes of the Class A members equal the votes of the Class B member; or (ii) the seventh anniversary of the date on which this Declaration is recorded.

Section 3.6 Transfer of Membership. The membership in the Association of each Owner (including Declarant) shall be appurtenant to the Lot giving rise to such membership, and shall not be transferred in any way except upon the transfer of title to the Lot and then

only to the transferee of title to the Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association to the new Owner.

Section 3.7 Books and Records. The Board shall cause to be kept complete, detailed, and accurate books and records of the receipts and expenditures of the Association, in a form that complies with generally accepted accounting principles. The Board or a majority of the Owners may at any time require an annual audit prepared by an independent certified public accountant which shall be paid for by the Association.

Section 3.8 Inspection of Association Documents, Books, and Records. The Association shall make available to Owners, Mortgagees, prospective purchasers and their prospective mortgagees, and the agents or attorneys of any of them, current copies of this Declaration, the Articles, the Bylaws, and other rules, books, records, and financial statements of the Association, and the most recent annual audited financial statement, if one is prepared. "Available" shall mean available for inspection upon request, during normal business hours or under other reasonable circumstances. The Association may require the requesting party to pay a reasonable charge to pay the cost of making the copies.

#### Article 4. MANAGEMENT OF THE ASSOCIATION

Section 4.1 Administration of the Property. The Members covenant and agree that the administration of the Property shall be in accordance with the provisions of this Declaration and the Bylaws of the Association which are made a part hereof. Administrative power and authority shall be vested in the Board.

Section 4.2 Authority and Duties of the Board. On behalf of and acting for the Association, the Board, for the benefit of the Property and the Members, shall have all powers and authority permitted to the Board under this Declaration including, but not limited to, the following:

4.2.1 Levy, collect, and enforce the collection of, assessments, as more particularly set forth in Article 7 hereof, to defray expenses attributable to carrying out the duties and functions of the Association hereunder.

4.2.2 Require any officer or employee of the Association handling or responsible for Association funds to furnish adequate fidelity insurance, the premiums for which shall be paid by the Association.

4.2.3 Enter into agreements with one or more qualified persons to provide for the maintenance and repair of the Common Areas, Private Storm Drain Easement, Street Trees and Private Joint Use Driveway Tracts; the collection of assessments; the sending of all

required notices to Owners; the operation of Association meetings; and other regular activities of the Association.

4.2.4 Contract and pay for any materials, supplies, labor or services which the Board should determine are necessary or proper for carrying out its powers and duties under this Declaration, including legal, accounting, management, security patrol or other services; however, if any materials, supplies, labor or services are provided for particular Lots or Private Joint Use Driveway Tracts or their Owners, the cost thereof shall be specially charged to the Owners of such Lots or Tracts. The Board may pay the Declarant a reasonable fee for any services it performs on behalf of the Association.

4.2.5 All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as is from time to time determined by the Board.

Section 4.3 Adoption of Rules and Regulations. When and to the extent it deems advisable, the Board may adopt reasonable rules and regulations governing the maintenance and use of the Common Areas and the Property and other matters of mutual concern to the Members, which rules and regulations are not inconsistent with this Declaration and the Bylaws and which treat all Members fairly and in a non-discriminatory manner.

Section 4.4 Additional Powers of the Association. In addition to the duties and powers of the Association, as specified herein and elsewhere in this Declaration, but subject to the provisions of this Declaration, the Association, acting through its Board, shall have the power to do all other things which may be deemed reasonably necessary to carry out its duties and the purpose of this Declaration.

## Article 5. ARCHITECTURAL CONTROL

### Section 5.1 Construction and Exterior Alterations or Repairs.

5.1.1 All Structures (including, without limitation, concrete or masonry walls, rockeries, driveways, fences, hedges, swimming pools, if any, or other Structures) to be constructed, erected, placed or altered within the Property, all exterior alterations and repairs (including, but not limited to, re-roofing or repainting) of any Structures on the Property and visible from any street or other Lot, and any construction or alteration of landscaping on the Property must be approved by the Board or an Architectural Control Committee ("ACC") composed of three or more representatives appointed by the Board; provided, that until completed Homes have been constructed on all of the Lots, Declarant shall act as the ACC. Complete plans and specifications of all such proposed buildings, structures, exterior alterations and repairs, or landscaping together with detailed plans showing the proposed

location of the same on the particular building site and other data requested by the ACC shall be submitted to the ACC before construction, alteration or repair is begun. Construction, alteration or repair shall not be started until written approval thereof is given by the ACC.

5.1.2 The ACC will review submittals as to the quality of workmanship and materials planned and for conformity and harmony of the exterior design with proposed or existing structures on the Lots and, as to location of the building, with respect to topography, finish grade elevation and building setback restrictions and compliance with the Plat, in accordance with architectural guidelines to be adopted by the ACC. Depending upon the proposal, the plans may require additional review by engineers, architects, other design professionals and/or governmental agencies.

5.1.3 All plans and specifications submitted for approval by the ACC must be submitted in duplicate at least 30 days prior to the proposed construction or exterior alteration or repair starting date. In the event the ACC fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, the ACC will be deemed to have given its approval. Approval by the ACC does not preclude or replace any required governmental agency approval.

5.1.4 The maximum height of any building shall be established by the ACC as part of plan approval and shall be given in writing together with the approval. If the ACC has failed to disapprove such design and location within the 30 day limit, and such design and location is thereby deemed approved, the maximum height of any building shall be no greater than 30 feet and must also comply with local zoning, land use and building codes.

5.1.5 The ACC may require that all plans or specifications be prepared by an architect or a competent house designer approved by the ACC. One complete set of the plans and specifications shall in each case be delivered to and permanently left with the ACC. All buildings or structures shall be erected or constructed, and all exterior alterations or repairs made, by a contractor, house builder or other person or entity approved by the ACC. The ACC shall have the right to refuse to approve any design, plan or color for such improvements, construction or exterior, alteration or repair visible from a street or other Lot which is not suitable or desirable, in the ACC's opinion, and such refusal may be based entirely on aesthetic or other factors.

5.1.6 In evaluating any design, the ACC may consider the suitability of the proposed building or other structure, the material of which it is to be built, the exterior color scheme, the site upon which such buildings or structures are proposed to be built, the harmony thereof with the surroundings, and the effect or impairment that such building or structure will have on the view or outlook of surrounding Lots, compliance with the Plat, and any and all other factors which, in the ACC's opinion, shall affect the desirability or suitability of such proposed structure, building, improvements, or exterior alteration or repair.

5.1.7 The ACC shall have the right to disapprove the design or installation of a swimming pool or any other recreational structure or equipment deemed undesirable, in the ACC's reasonable opinion, based on aesthetic factors or otherwise. The ACC may consider the visual impact of the proposed structure or equipment and the noise impact of the related activities upon all nearby Lots or Common Areas. Any enclosure or cover used in connection with such a recreational structure or equipment whether temporary, collapsible, or seasonal, shall be treated as a permanent structure for purposes of these covenants, and shall to be subject to all the conditions, restrictions, and requirements as set forth herein for all buildings and structures.

5.1.8 The ACC may require, at the Owner's expense, the trimming, topping or, if deemed necessary by the ACC, removal of any tree, hedge or shrub on the Owner's Lot which the ACC determines is reasonably blocking or interfering with the view or access to sunlight of another Lot or any Common Area.

5.1.9 Declarant (including any successor in interest to Declarant's status as Declarant) shall not be subject to the restrictions of this Section 5.1 as to any Lot owned by Declarant.

5.1.10 By majority vote, the ACC may adopt or amend architectural guidelines consistent with this Declaration for making its determinations hereunder.

5.1.11 No Structure shall be erected, altered, placed or permitted to remain on any Lot unless the Structure complies with the Plat and with applicable building codes. The ACC may require that the Owner furnish the ACC with evidence that all necessary permits have been obtained from the City for any work on a Lot for which ACC approval is required under this Section prior to commencement of the work.

Section 5.2 Declarant Facilities. Notwithstanding any provision in this Declaration to the contrary, Declarant and its agents, employees and contractors shall be permitted to maintain during the period of sale of Lots or Homes upon such portion of the Property (other than Lots sold by Declarant) as Declarant may choose, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction, sale or rental of Lots and Homes, including but not limited to a business office, storage area, signs, model units, sales office, construction office and parking areas for all prospective tenants or purchasers of Declarant.

## Article 6. USE AND MAINTENANCE OBLIGATIONS OF OWNERS

Section 6.1 Home and Yard Maintenance. Except for such maintenance and repairs which are to be performed by the Association pursuant to the provisions of this Declaration, each Owner, at said Owner's cost and expense, shall promptly and continuously maintain,

repair, replace and restore the Home and other Structures or improvements on the Owner's Lot in a good, clean, attractive, safe and sanitary condition and in full compliance with all applicable laws, the provisions of this Declaration, and any rules and regulations of the Association. If any Owner fails to maintain, repair, replace or restore the Owner's Home, other Structures located on the Lot, or the Owner's Lot, the Association may, after Notice and Opportunity to be Heard, at the Owner's cost and expense, maintain, repair, replace or restore such items or areas and the Owner shall pay or reimburse the Association on demand for all such costs and expenses. All trees, including but not limited to those trees planted on Lots as a condition of Plat approval as set forth in Plat Restriction 16; hedges; shrubs; and flowers shall be kept in an attractive, neat, trimmed and pruned condition. Owners shall not allow their Lots to become overgrown or unkempt so as to create a visual nuisance. Leaves, clippings, dead plants and other yard waste shall be placed in a compost pile or appropriate containers for disposal.

Section 6.2 Restrictions on Storage. No Owner shall store or allow any occupant or tenant to store any trailers, boats, motor homes, recreational vehicles, motorcycles, or trucks over two tons (except those used by Declarant in connection with the development of the Property or construction of the Homes) or any disabled or inoperable motor vehicle on the Property unless any such vehicle is completely enclosed and hidden from view within a garage or within such other enclosure as may be approved in advance by the ACC. Violations of this Section shall subject such vehicles to impound, at the expense and risk of the Owner thereof.

Section 6.3 Roads and Sidewalks. The road and sidewalks located in Riverpointe shall be used exclusively for normal access, ingress and egress, and no obstructions shall be placed thereon or therein except by express written consent of the Board. The Board may adopt rules and regulations governing parking by Owners and their guests in Riverpointe.

Section 6.4 Residential Use. All Lots and Structures located thereon shall be used, improved and devoted exclusively for residential purposes only, including: (i) sleeping, eating, food preparation for on-site consumption by occupants and guests, entertaining by occupants or personal guests, and similar activities commonly conducted within a residential dwelling (without regard to whether the Owner or occupant uses the Home as a primary or secondary personal residence, on an ownership, rental, lease or invitee basis) or such other reasonable ancillary purposes commonly associated with residential dwellings and otherwise in compliance with this Declaration and all applicable laws for residential dwellings; (ii) for use as a home office or for a home occupation not involving use by nonresident employees or regular visits by customers or clients; (iii) for the common social, recreational or other reasonable uses normally incident to such purposes; and (iv) for purposes of operating the Association and managing the Property.

Section 6.5 No Nuisances. No noxious or offensive conditions shall be permitted upon any Lot or improvement thereon, nor shall anything be done thereon which is or may become an annoyance or nuisance to other occupants on the Property.

Section 6.6 Restriction on Further Subdivision. No Lot, or any portion of a Lot in the Property, shall be divided and sold or resold, or ownership changed or transferred whereby the ownership of any portion of the Property shall be less than the area required for the use district in which the Property is located; provided, the foregoing shall not prohibit deeds of correction, deeds to resolve boundary disputes and similar corrective instruments.

Section 6.7 Garbage and Trash Removal. No Lot, Private Joint Use Driveway Tract, Common Area, or public street shall be used as a dumping ground for rubbish, trash, garbage, litter, junk and other debris. All garbage, trash and yard waste shall be placed in appropriate sanitary containers for regular disposal or recycling. Each Owner shall be responsible for the prompt and regular disposal of all of garbage, trash, junk and yard waste from the Owner's Lot. All containers for garbage, trash and yard waste may be placed in public view only on the designated collection day.

Section 6.8 Animal Restrictions. No insects, reptiles, poultry or animals of any kind shall be raised, bred or kept in or on any Home or Lot, or on any Private Joint Use Driveway Tract, or on any Common Area, except that domesticated dogs, cats or other usual household pets (hereinafter referred to as "pets") not exceeding in aggregate two per Home may be kept on the Lots subject to rules and regulations adopted by the Board. No dog houses, kennels, dog runs or the like may be kept or maintained on any Lot or on the outside of any Home. All pets when outside a Home shall be maintained on an adequate leash or other means of physically controlling the pet, by a person capable of controlling the pet at all times or by a suitable invisible electronic confinement system not dangerous to humans. Pets shall not be allowed to leave excrement on any Lot or on any portion of the Common Areas or Private Joint Use Driveway Tracts. Any Owner whose pet violates these provisions or who causes any unreasonable noise or damage to persons or property shall be liable to all such harmed Owners and their families, guests, and invitees. The Board may, after Notice and Opportunity to be Heard, require the removal of any pet which the Board finds is disturbing other Owners unreasonably, and may exercise this authority for specific pets even though other pets are permitted to remain.

Section 6.9 Signs. No signs shall be displayed to public view on any Lot except (i) one professionally created sign of not more than one square foot displaying the resident's name; (ii) one sign of not more than five square feet advertising the Lot for sale or rent, (iii) signs used by Declarant or other home builders to advertise Lots or Homes for sale, or (iv) the permanent entry signs for Riverpointe.

Section 6.10 Renting and Leasing.

6.10.1 With respect to the leasing, renting, or creation of any kind of tenancy of a Home, the Owner (except for a lender in possession of a Lot and improvements located thereon following a default in a first Mortgage, a foreclosure proceeding, or any deed of trust sale or other arrangement in lieu of a foreclosure) shall be prohibited from leasing or renting less than the entire Home, and for any term less than 30 days, and all leasing or rental agreements shall be in writing and be subject to this Declaration, the Articles and Bylaws, with a default of the tenant in complying with this Declaration, the Articles or Bylaws constituting a default under such lease or rental agreement.

6.10.2 If a Home is rented by its Owner, the Board may collect, and the tenant or lessee shall pay over to the Board, so much of the rent for such Home as is required to pay any amounts due the Association hereunder, plus interest and costs, if such amounts are in default over 30 days. The renter or lessee shall not have the right to contest payment over to the Board, and such payment will discharge the lessee's or renter's duty of payment to the Owner for rent to the extent such rent is paid to the Association, but will not discharge the liability of the Owner (and the Home under this Declaration for assessments and charges) or operate as an approval of the lease. The Board shall not exercise this power where a receiver has been appointed with respect to the Home or its Owner, or in derogation of any rights which a Mortgagee of such Home may have with respect to such rents. Other than as stated herein, there are no restrictions on the right of any Owner to lease or otherwise rent his Home.

Section 6.11 Zoning Regulations. Zoning regulations, building regulations, environmental regulations and other similar governmental regulations applicable to the Property subject to this Declaration shall be observed. In the event of any conflict between any provision of such governmental regulations and restrictions of this Declaration, the more restrictive provisions shall apply.

Section 6.12 Business Use. No business of any kind shall be conducted on any Lot with the exception of (i) the business of the Declarant in developing and selling Homes or Lots, and (ii) home occupations approved by the Board which do not involve employees, regular visits by customers or clients, create excess traffic, parking problems, noise, or otherwise violate this Declaration. Owners shall also comply with all of the requirements of the appropriate local government concerning the operation of such home occupations. No business materials, supplies or equipment shall be stored on any Lot within the view of another Lot, except for items relating to an improvement which is under construction in conformance with this Declaration.

Section 6.13 Temporary Residence. No outbuilding, tent, shack, garage, trailer, shed or temporary building of any kind shall be used as a residence either temporarily or permanently, except for trailers used by Declarant, builders, or contractors during the construction period.



Section 6.14 Protected Antennas. Owners may not install antennas, dishes or other receiving devices in or on any portion of the Lots, except as provided in this Section. Each Owner shall have the right to install a Protected Antenna (as defined by the provisions of 47 C.F.R. § 1.4000 ("FCC Rule") as it now exists or is hereafter amended or replaced, or any other federal, state or local law, code, rule or regulation that preempts, prohibits or limits restrictions on, or conditions to, the installation, maintenance or repair of telecommunications equipment desired by an Owner) (but no other kind of antenna, dish or receiving device) on the Owner's Lot, subject to such reasonable rules and regulations as the Board may adopt; provided, however, the Association may prohibit the installation of a Protected Antenna by Owners if the Association provides a central antenna system that complies with the FCC Rule or any other law, ordinance, rule or regulation that permits such prohibition. If the provisions of this Section conflict with any applicable federal, state or local law, ordinance, rule or regulation, the terms of such law, ordinance, rule or regulation shall prevail, but the conditions and limitations set forth in this Section shall be enforced by the ACC to the maximum extent permitted by law.

Section 6.15 Governmental and Plat Requirements. All Structures and other Lot improvements shall comply with the Plat and all applicable governmental requirements including, without limitation, minimum setback requirements.

Section 6.16 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 6.17 Use and Disposal of Hazardous Substances. The Owner of each Lot shall comply with all state, federal and local laws and regulations governing or in any way relating to the handling, storage, use, dumping, discharge or disposal of any hazardous substance or material. The Owner of each Lot shall not dispose of or discharge any hazardous substance or materials on any Lot, Private Joint Use Driveway Tract, Common Area, public street or other area located within the Property.

Section 6.18 Completion of Projects. Any Structures or improvements, including any repairs or replacement thereof, constructed on any Lot shall be completed as to external appearance, including finish painting, within six months from the commencement of construction except for reasons beyond the control of the Owner, in which case a longer period may be permitted by the ACC. This period may be extended by the ACC due to inclement weather.

Section 6.19 Mailboxes. Each of the mailboxes and mailbox structures shall be placed in locations approved by the United States Postal Service. Owners may not damage or otherwise interfere with a mailbox structure.

Section 6.20 Exterior Add-ons. No awnings, air conditioning units, or other projections shall be placed on or hang from the exterior surfaces of any Home unless they have been approved by the ACC. Notwithstanding the foregoing, basketball hoops may hang from exterior surfaces of a Home as long as the hoop is hidden from view from the road located within the Property.

Section 6.21 Outdoor Fires. Outdoor barbecues may be used for cooking on the Lots when permitted by law. Reasonable and adequate precautions against fires must be taken. Excessive smoke or soot accumulation from fires shall not be allowed. No other outdoor fires shall be permitted on the Property, except for fires by Declarant or contractors for burning construction wastes where all necessary government permits have been obtained.

Section 6.22 Screened Service Areas. Unsightly items must be hidden from view within a Home or garage or within a fenced or screened area where they will not be seen from any Lot or road. Unsightly items shall include, but shall not be limited to, garbage and trash, clothes lines, bicycles, recreational gear, outdoor maintenance equipment, firewood and ladders. The design and materials used for any fenced or screened area shall be consistent with the general appearance of the Home and must receive prior approval from the ACC.

Section 6.23 Location of Fences; Permissive Use. Declarant has constructed certain fences between Homes on adjoining Lots in the Property for privacy purposes and in accordance with PUD approval by the city of Auburn. With approval of the ACC and the city of Auburn, Owners may also construct fences. The purpose of gaining approvals is to ensure that fencing throughout Riverpointe will remain consistent and compatible with the community character. The intention of the Declarant is that each fence, when constructed, shall be wholly on one Lot or another and not on the property line between adjoining Lots, as shown on the Plat. For reasons of convenience or topography, Declarant or the Lot Owner may not construct each fence immediately adjacent to the property line between adjoining Lots. Accordingly, the fences are not intended to mark the property line and no fence shall be construed as modifying the property line between the adjoining Lots, as shown on the Plat. The Owner of the Lot upon which a fence is located (the "Fence Owner") shall own the fence and shall have the right to relocate the fence to another position on the Owner's Lot at any time and for any reason, subject to approval of the ACC. The Owner of the adjoining Lot (the "Adjoining Owner") shall have only a revocable personal license to use the strip of land between the recorded property line and the fence for landscaping and other ordinary yard purposes until revoked by the Fence Owner and any such use of the strip of land by the Adjoining Owner shall be deemed permissive.

Section 6.24 Damage and Repair of Property. Upon any Substantial Damage (as defined below) to any Home or Lot, the Owner shall promptly restore and Repair (as defined below) the Home to substantially the same size and design as the original Home. The prior written consent or vote of the Board and a vote of 67% of the total votes entitled to be cast by

the Owners of the Lots is required to rebuild in accordance with a plan that is different from the original plan as it may have been modified by alterations approved by the Board. As used in this Section, Substantial Damage shall mean that in the judgment of a majority of the Board the estimated damage for the Home exceeds ten percent of the full, fair market value of the Home before the damage occurred, as determined by the then current assessment for the purpose of real estate taxation.

## Article 7. ASSESSMENTS

Section 7.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association any assessment duly levied by the Association as provided in this Declaration. Such assessments, together with interest, costs, late charges and reasonable attorneys fees, shall also be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, late charges and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor title unless the lien for such delinquent assessments had been properly recorded prior to title transfer or unless expressly assumed by that party. When ownership of a Lot changes, assessments payable in installments which have been established for the current fiscal year shall be prorated between the Buyer and Seller based on a 365 day year.

Section 7.2 Liability for Assessments. Any assessments which may be levied from time to time pursuant to the authority of the Board shall be established in accordance with this Article 7, except for assessments levied against an Owner for the purpose of paying or reimbursing the Association for costs incurred or to be incurred in connection with performing requested maintenance, repairs or reconstruction of facilities within the Private Joint Use Driveway Tracts or for the purpose of paying or reimbursing the Association for costs incurred or to be incurred in connection with bringing an Owner's Lot into compliance with the provisions of this Declaration. Declarant shall not be obligated to pay any assessment levied against any Lots owned by it unless a Home has been constructed on the Lot and the Home is occupied. No Owner may exempt himself or herself from liability for his assessments by abandoning the Owner's Lot.

Section 7.3 Association Budget. The Association shall prepare, or cause to be prepared, an operating budget for the Association at least annually, in accordance with generally accepted accounting principles. The operating budget shall set forth sums required by the Association, as estimated by the Board, to meet its annual costs and expenses. Assessments on each Lot shall commence upon a date specified by the Declarant by notice to the Association or the Owners. The members of the Association who are obligated to pay

