

WHEN RECORDED RETURN TO:

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Document Title: Sub Declaration of Covenants, Conditions, Easements and Restrictions of Emerald Pointe Homeowners Association

Grantor: Emerald Pointe Homeowners Association, MS Emerald Ridge, LLC, Oakpointe Builders, LLC, HC Homes, Inc., RH Family Homes, Inc., HH Family Homes, Inc., Paul Chung, Kim Nayoan, Melinda and Christopher Pichner, Kirk A. Butler, Beti Tarantino, Brandy A. and Jeffrey S. Mims, Souay and Rudolph U. Seneres, Dawnette M. and Eugene R. Burns, Caroline C. Meadows, Andrea and Jeffrey P. Tuthill Jr., Gerald and Lisa Richard, Diana D. and Michael A. Christian Jr., Binying Ye, Bingjun B. He, Rand D. Harris Jr., Robert Travis Hoffman, Kelsey Lee and Talya Kornegay, Polly E. Thrall Woods, Michael R. Silverman, Mark K. Harned, James R. and Paula S. Baldwin, Henry R. Lingat Jr., James B. Harvey, Qin Zhang, Weiqun Zhong, Tracy Ann Wolfe, Adam N. and Nicole A. Glauberg, Joseph and Jacklyn Duryea Fraizer, Debra Coppo, Theresa F. Walker, Clark G. Neal, Reuben A. and Genesis Y. McClendon, Mark Sozonte K. Ares, Kerri Frazee, Adam R. Wheeler, Joseph M. and Christina L. Breeze, Wess Salter, Timothy A. Greenwood, Jacob Edmund and Raquel D. Reichert, Tammy C. Peterman, Robin N. Stockwell, Marriah E. Miller, Karren L. Manley, Matthew Janousek, Joshua D. Uptgraft, Heather M. Harrison, Tracey Gersch, Mark Ohme

Grantee: Emerald Pointe Homeowners Association, MS Emerald Ridge, LLC, Oakpointe Builders, LLC, HC Homes, Inc., RH Family Homes, Inc., HH Family Homes, Inc., Paul Chung, Kim Nayoan, Melinda and Christopher Pichner, Kirk A. Butler, Beti Tarantino, Brandy A. and Jeffrey S. Mims, Souay and Rudolph U. Seneres, Dawnette M. and Eugene R. Burns, Caroline C. Meadows, Andrea and Jeffrey P. Tuthill Jr., Gerald and Lisa Richard, Diana D. and Michael A. Christian Jr., Binying Ye, Bingjun B. He, Rand D. Harris Jr., Robert Travis Hoffman, Kelsey Lee and Talya Kornegay, Polly E. Thrall Woods, Michael R. Silverman, Mark K. Harned, James R. and Paula S. Baldwin, Henry R. Lingat Jr., James B. Harvey, Qin Zhang,

Weiqun Zhong, Tracy Ann Wolfe, Adam N. and Nicole A. Glauberg, Joseph and Jacklyn Duryea Fraizer, Debra Coppo, Theresa F. Walker, Clark G. Neal, Reuben A. and Genesis Y. McClendon, Mark Sozonte K. Ares, Kerri Frazee, Adam R. Wheeler, Joseph M. and Christina L. Breeze, Wess Salter, Timothy A. Greenwood, Jacob Edmund and Raquel D. Reichert, Tammy C. Peterman, Robin N. Stockwell, Marriah E. Miller, Karren L. Manley, Matthew Janousek, Joshua D. Uptgraft, Heather M. Harrison, Tracey Gersch, Mark Ohme

Legal Description:

Abbreviated Legal Description: L 53-75, 101-150, 234-265, and 411-483 inclusive, and Tracts 2A, 2B, 2C, 2E, 2F, 2G, 3A, 3B, 3C, 4A, and 4C inclusive, Oakpointe at Sunrise PDD Ph 1, Rec. 201203285002, Pierce County

Full Legal Description: See Exhibit E attached.

Assessor's Tax Parcel Nos.: 602645-0530; 602645-0540; 602645-0550; 602645-0560; 602645-0570; 602645-0580; 602645-0590; 602645-0600; 602645-0610; 602645-0620; 602645-0630; 602645-0640; 602645-0650; 602645-0660; 602645-0670; 602645-0680; 602645-0690; 602645-0700; 602645-0710; 602645-0720; 602645-0730; 602645-0740; 602645-0750; 602645-1010; 602645-1020; 602645-1030; 602645-1040; 602645-1050; 602645-1060; 602645-1070; 602645-1080; 602645-1090; 602645-1100; 602645-1110; 602645-1120; 602645-1130; 602645-1140; 602645-1150; 602645-1160; 602645-1170; 602645-1180; 602645-1190; 602645-1200; 602645-1210; 602645-1220; 602645-1230; 602645-1240; 602645-1250; 602645-1260; 602645-1270; 602645-1280; 602645-1290; 602645-1300; 602645-1310; 602645-1320; 602645-1330; 602645-1340; 602645-1350; 602645-1360; 602645-1370; 602645-1380; 602645-1390; 602645-1400; 602645-1410; 602645-1420; 602645-1430; 602645-1440; 602645-1450; 602645-1460; 602645-1470; 602645-1480; 602645-1490; 602645-1500; 602645-2340; 602645-2350; 602645-2360; 602645-2370; 602645-2380; 602645-2390; 602645-2400; 602645-2410; 602645-2420; 602645-2430; 602645-2440; 602645-2450; 602645-2460; 602645-2470; 602645-2480; 602645-2490; 602645-2500; 602645-2510; 602645-2520; 602645-2530; 602645-2540; 602645-2550; 602645-2560; 602645-2570; 602645-2580; 602645-2590; 602645-2600; 602645-2610; 602645-2620; 602645-2630; 602645-2640; 602645-2650; 602645-4110; 602645-4120; 602645-4130; 602645-4140; 602645-4150; 602645-4160; 602645-4170; 602645-4180; 602645-4190; 602645-4200; 602645-4210; 602645-4220; 602645-4230; 602645-4240; 602645-4250; 602645-4260; 602645-4270; 602645-4280; 602645-4290; 602645-4300; 602645-4310; 602645-4320; 602645-4330; 602645-4340; 602645-4350; 602645-4360; 602645-4370; 602645-4380; 602645-4390; 602645-4400; 602645-4410; 602645-4420; 602645-4430; 602645-4440; 602645-4450; 602645-4460; 602645-4470; 602645-4480; 602645-4490; 602645-4500; 602645-4510; 602645-4520; 602645-4530; 602645-4540; 602645-4550; 602645-4560; 602645-4570; 602645-4580; 602645-4590; 602645-4600; 602645-4610; 602645-4620; 602645-4630; 602645-4640; 602645-4650;

602645-4660; 602645-4670; 602645-4680; 602645-4690; 602645-4700; 602645-4710;
602645-4720; 602645-4730; 602645-4740; 602645-4750; 602645-4760; 602645-4770;
602645-4780; 602645-4790; 602645-4800; 602645-4810; 602645-4820; 602645-4830;
602645-5620

Reference Nos. of Documents Released: 201209070142; 201210301486; 201210310771;
201211051063; 201211150929; 201211200931; 201212040671; 201301310604;
201302070422; 201302130712; 201302280771; 201303280756; 201304190799;
201304250659; 201305150944; 201305290825; 201305290848; 201306130615;
201306140493; 201306281335; 201307190959; 201307190961; 201308020849;
201308090483; 201308090488; 201308140580; 201308150566; 201310140260

**SUB DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS
OF
EMERALD POINTE HOMEOWNERS ASSOCIATION
PIERCE COUNTY, WASHINGTON**

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**SUB DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS OF
EMERALD POINTE HOMEOWNERS ASSOCIATION
PIERCE COUNTY, WASHINGTON**

THIS SUB DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF EMERALD POINTE HOMEOWNERS ASSOCIATION ("Sub Declaration") is made this ____ day of _____, 2013, by Emerald Pointe Homeowners Association, a Washington not-for-profit corporation, MS Emerald Ridge, LLC, a Delaware limited liability company ("Declarant"), Oakpointe Builders, LLC, a Washington limited liability company ("Oakpointe Builders"), HC Homes, Inc., a Washington corporation ("HC Homes"), RH Family Homes, Inc., a Washington corporation ("RH Homes"), HH Family Homes, Inc., a Washington corporation ("HH Homes"), Paul Chung, Kim Nayoan, Melinda and Christopher Pichner, Kirk A. Butler, Beti Tarantino, Brandy A. and Jeffrey S. Mims, Souay and Rudolph U. Seneres, Dawnette M. and Eugene R. Burns, Caroline C. Meadows, Andrea and Jeffrey P. Tuthill Jr., Gerald and Lisa Richard, Diana D. and Michael A. Christian Jr., Binying Ye, Bingjun B. He, Rand D. Harris Jr., Robert Travis Hoffman, Kelsey Lee and Talya Kornegay, Polly E. Thrall Woods, Michael R. Silverman, Mark K. Harned, James R. and Paula S. Baldwin, Henry R. Lingat Jr., James B. Harvey, Qin Zhang, Weiqun Zhong, Tracy Ann Wolfe, Adam N. and Nicole A. Glauberg, Joseph and Jacklyn Duryea Fraizer, Debra Coppo, Theresa F. Walker, Clark G. Neal, Reuben A. and Genesis Y. McClendon, Mark Sozonte K. Ares, Kerri Frazee, Adam R. Wheeler, Joseph M. and Christina L. Breeze, Wess Salter, Timothy A. Greenwood, Jacob Edmund and Raquel D. Reichert, Tammy C. Peterman, Robin N. Stockwell, Marriah E. Miller, Karren L. Manley, Matthew Janousek, Joshua D. Uptgraft, Heather M. Harrison, Tracey Gersch, and Mark Ohme (collectively, "Individual Owners"). The Declarant, Builders and Individual Owners are individually referred to as a "Party" and, collectively, referred to as "Parties."

DESCRIPTION OF THE LAND

A. Declarant owns certain real property and improvements in Pierce County, Washington legally described in attached Exhibit A ("Declarant Property"). The Declarant intends to develop the remainder of the Declarant Property in future phases.

B. Oakpointe Builders, a subsidiary of Declarant, owns certain real property and improvements in Pierce County, Washington legally described in attached Exhibit B ("Oakpointe Builders Lots").

C. HC Homes, RH Homes and HH Homes own certain real property and improvements in Pierce County, Washington legally described in attached Exhibit C (collectively, the "HC Homes Lots").

D. Individual Owners have purchased those certain Residential Lots legally described in attached Exhibit D (the "Individual Owner Lots"). As a condition to acquisition of an Individual Lot from Oakpointe Builders, certain Individual Owners signed a Post-Closing Agreement, recorded under the following Pierce County Recording Numbers 201209070142; 201210301486; 201210310771; 201211051063; 201211150929; 201211200931; 201212040671; 201301310604; 201302070422; 201302130712; 201302280771; 201303280756; 201304190799; 201304250659; 201305150944; 201305290825; 201305290848; 201306130615; 201306140493; 201306281335; 201307190959; 201307190961; 201308020849; 201308090483; 201308090488; 201308140580; 201308150566; and 201310140260 (collectively, "Post-Closing Agreements"). Pursuant to the Post-Closing Agreements, the Individual Owners agreed to consent to the formation of the Association and the recording of this Sub Declaration against the title to the Individual Owner Lots.

E. The Project is subject to a Master Declaration (as defined in Section 1.5.9).

F. The Parties desire to assign to the Association and the Association desires to accept certain maintenance and repair responsibilities for the benefit of the Lots described herein.

G. The Parties desire to grant easements to the Association to enable the Association to perform the obligations described herein.

H. The Parties desire to consent to and agree upon the terms by which the Association may charge general and special assessments, which must be paid by the Residential Owners of the Residential Lots benefiting from the services.

I. For the benefit and protection of the Project, to enhance its value and attractiveness, and as an inducement to lenders and investors to make and purchase loans secured by Lots within the Project, the Parties agree to this Sub Declaration.

NOW, THEREFORE, the Parties hereby declare that the Lots described herein shall be held, conveyed, encumbered, leased, rented, used, occupied and maintained subject to the following uniform covenants, conditions, restrictions, reservations, grants of easement, rights, liens, charges and equitable servitudes.

Any conveyance, transfer, sale, assignment, lease or sublease of a Lot in the Project, shall and hereby is deemed to incorporate by reference all provisions of this Sub Declaration. The Parties hereby consent to the terms of this Sub Declaration and agree that it burdens and binds each and every Lot in the Project. The provisions of this Sub Declaration may be enforced by any Party, Lot Owner, the Association, and the first Mortgagee of any Lot.

ARTICLE 1: INTERPRETATION

1.1 **Liberal Construction.** This Sub Declaration supplements the Master Declaration with respect to the Project only. It does not otherwise amend, modify, limit or change any term, obligation or provision of the Master Declaration. The provisions of this Sub Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the maintenance and repair of certain portions of the Project.

1.2 **Covenant Running with Land.** It is intended that this Sub Declaration shall be operative as a set of covenants running with the land, or equitable servitudes, as applicable, binding on the Parties and their successors and assigns, all subsequent Owners of the Project or any Lots, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

1.3 **Declarant is Original Owner.** Declarant is the original Owner of all Lots and Project.

1.4 **Captions.** Captions given to the various articles and sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof.

1.5 Definitions.

1.5.1 **"Association"** means Emerald Pointe Owners Association and its successors and assigns.

1.5.2 **"Board"** means the Board of Directors of the Association provided for in Article 5.

1.5.3 **"Builders"** means Oakpointe Builders, HC Homes, RH Homes and HH Homes and any other party that purchases Lots from the Declarant for the purpose of building a Home on such Lots, and offering such Homes for sale.

1.5.4 **"Bylaws"** means the duly adopted bylaws of the Association.

1.5.5 **"Common Area"** means all real property (including the improvements thereto) owned by the Master Association for the common use and enjoyment of the Owners and shall include (unless/until dedicated to a governmental entity): all Common Areas described on the Plat Map including but not limited to Tracts 1B, 1C, 1G, 1H, 1D, 1F, 1A, 1J, 1E, 1K, 1L, 1M, A, B, C, D, E and any common area of future phases or plats of the Declarant Property that is conveyed to the Master Association.

1.5.6 **"Declarant"** means MS Emerald Ridge, LLC (being the sole Owner of the real property described in Exhibit A hereof) and its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of

development and by written instrument in recordable form be specifically assigned the rights and duties of Declarant.

1.5.7 "Declarant Control Period" means the period of time from the date of recording of this Sub Declaration until one (1) year after the date upon which all of the Lots and any other portion of the Project (excluding Common Areas) that are subject to this Sub Declaration have been sold by Declarant and/or Oakpointe Builders, or any earlier period as may be agreed to by Declarant. A partial delegation of authority by Declarant of any of its management duties described in this Sub Declaration shall not terminate the Declarant Control Period.

1.5.8 "Home" means and refers to any structure, or portion of a structure, located on a Lot, which structure is designed and intended for use and occupancy as a residence by a single family or which is intended for use in connection with such residence, including a detached single family home or town home.

1.5.9 "Lot" means and refers to the Phase 1 Lots, Oakpointe Builders Lots, HC Homes Lots, Individual Owner Lots and each lot of future phases or plats of the Declarant Property, excluding any Common Area, land now or hereafter owned by the Master Association or Association or by all of the Lot Owners as tenants in common, and any land shown on a Plat Map but dedicated to the public or to a governmental entity.

1.5.10 "Master Association" means Sunrise Master Association and its successors and assigns.

1.5.11 "Master Declaration" means that certain Amended and Restated Sunrise Declaration of Covenants, Conditions, Restrictions and Easements by Rainier Terrace Limited Partnership (predecessor to Sunrise Development Corporation) recorded June 12, 1992 under Pierce County Recording No. 9206120741, as amended by that certain Partial Release of Amended and Restated Sunrise Declaration of Covenants, Conditions, Restrictions and Easements recorded on February 3, 2004 under Pierce County Recording No. 200402030102, and that certain Amendment to the Amended and Restated Sunrise Declaration of Covenants, Conditions, Restrictions and Easements recorded on April 2, 2008 under Pierce County Recording No. 200804020565 and any amendments thereto.

1.5.12 "Mortgage" means 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.

1.5.13 "Mortgagee" means the beneficial holder, or the designee of the beneficial holder, of an encumbrance on a Lot created by mortgage or deed of trust and shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of a Lot.

1.5.14 "Owner" means and refers to the record owner of title to a Lot, whether one or more persons or entities, which is a part of the Project, 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.

1.5.15 "Person" means and includes any natural persons, partnerships, limited liability companies, corporations, associations and personal representatives.

1.5.16 "Phase 1 Plat" means that certain Oakpointe at Sunrise PDD – Phase 1 Plat recorded on March 28, 2012 under Pierce County Recording No. 201203285002 as amended by that certain Affidavit of Minor Correction of Survey recorded on April 18, 2012 under Pierce County Recording No. 201204180679 (collectively, "Phase 1 Plat").

1.5.17 "Project" means the real estate described in Exhibit A and all improvements and structures thereon, including such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.5.18 "Plat Map" means the Phase 1 Plat and any subsequent Plat Maps approved by the appropriate governmental entity and recorded subsequent to this Sub Declaration, which Plat Maps depict the layout of the Lots on the Project.

1.5.19 "Residential Lot" means any Lot with a Home constructed thereon for which a certificate of occupancy or equivalent approval has been issued by the governing jurisdiction.

1.5.20 "Residential Owner" means any Owner of a Residential Lot.

1.5.21 "Sub Declaration" means this Sub Declaration of Covenants, Conditions, Easements and Restrictions and any amendments hereto.

1.6 **Percentage of Mortgagees.** For purposes 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 that constitutes a first lien on said Lot.

1.7 **Percentage of Owners.** For purposes of determining the percentage of Owners approving a proposed decision or course of action, an Owner shall be deemed a separate Owner for each Lot owned by such Owner.

ARTICLE 2: OWNERS' ASSOCIATION

2.1 **Establishment.** There is hereby created an association to be called EMERALD POINTE HOMEOWNERS ASSOCIATION (referred to hereinafter as the "Association").

2.2 **Form of Association.** The Association shall be a nonprofit corporation formed and operated pursuant to Title 24 and Chapter 64.38, Revised Code of Washington. In the event of any conflict between this Sub Declaration and the Articles of Incorporation or Bylaws for such nonprofit corporation, the provisions of this Sub Declaration shall prevail.

2.3 **Membership.**

2.3.1 **Qualification.** Each Owner of a Lot in the Project (including Declarant) shall be a member of the Association and shall be entitled to one membership for each Lot so owned. Ownership of a Lot shall be the sole qualification for membership in the Association.

2.3.2 **Transfer of Membership.** The Association membership of each Owner (including Declarant) shall be appurtenant to the Lot giving rise to such membership, and shall not be assigned, conveyed, pledged or alienated in any way except upon the transfer of title to said Lot and then only to the transferee of title to such Lot. Any attempt to make a prohibited transfer of membership shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

2.4 **Voting.** The total voting power of all Owners shall equal the number of Lots at any given time and the total number of votes available to Owners of any one Lot shall be one (1) vote.

2.5 **Bylaws of Association.** Bylaws for the administration of the Association and the Project and to further the intent of this Sub Declaration, may be adopted or amended by the Owners at a regular or special meeting; provided, that the initial Bylaws shall be adopted by Declarant, and during the Declarant Control Period, Declarant shall have the sole right to amend the Bylaws. In the event of any conflict between this Sub Declaration and any Bylaws, the provisions of this Sub Declaration shall prevail.

2.6 **Declarant Control Period.** During the Declarant Control Period, the Association shall, for all purposes, be under the management and administration of Declarant or its assignees. During the Declarant Control Period, Declarant shall appoint the directors of the Association as provided in the Bylaws. Declarant may appoint any persons Declarant chooses as directors. At the Declarant's sole discretion, Declarant may appoint members of the Association to such committees or positions in the Association as Declarant deems appropriate, to serve at Declarant's discretion, and Declarant may assign such responsibilities, privileges and duties to the members as Declarant determines, or for such time as Declarant determines. Members appointed by Declarant during the Declarant Control Period may be dismissed at Declarant's discretion.

Declarant's control of the Association during the Declarant Control Period is established in order to insure that the Project and the Association will be adequately administered in the initial phases of development and to insure an orderly transition of Association operations. From and after the end of the Declarant Control Period, the Association shall have the authority and obligation to enforce this Sub Declaration. Such authority shall include all authority provided for in the Association's articles, bylaws, rules and regulations and this Sub Declaration, together with other duties that may be assigned to the Association in any easement or in any Plat Map.

ARTICLE 3: MANAGEMENT OF THE ASSOCIATION

3.1 **Administration of the Development.** The Owners covenant and agree that the administration of the Project shall be in accordance with the provisions of this Sub Declaration and the Bylaws of the Association.

3.2 **Management by Declarant.** The Project shall be managed on behalf of the Association by the Declarant during the Declarant Control Period. Declarant may terminate the Declarant Control Period as to all or a part of the Project by giving, or causing the managing agent of the Association appointed under Section 3.3 below to give, written notice of Declarant's election to permanently relinquish all of its authority under this Section 3.2 by written notice to all Owners. So long as Declarant is managing the Project, Declarant or a managing agent selected by Declarant shall have the exclusive power and authority to exercise all the rights, duties and functions of the Board and the Association set forth or necessarily implied in this Sub Declaration; provided, however, that the Association may not be bound directly or indirectly to any unrecorded contracts or leases without the right of termination exercisable without cause and without penalty at any time after transfer of control to the Board elected pursuant to Section 3.3, upon not more than ninety (90) days' notice to the other party to the contract. This termination right shall not apply to easements, covenants, conditions, restrictions or similar documents executed by Declarant, or by managing agent on behalf of Declarant, during the Declarant Control Period or pursuant to other express grant of authority to Declarant under this Sub Declaration.

3.3 **Management by Elected Board of Directors.** At the expiration of the Declarant Control Period, the Association shall hold an election to elect the Board of Directors. Power and authority shall vest in the Board of Directors elected from among the Lot Owners. The number of directors shall be specified in the Bylaws and shall be sufficient to adequately handle the affairs of the Association. The Board may delegate all or any portion of its management duties to a managing agent or officer of the Association as provided for in the Bylaws. All Board offices shall be open for election at an organizational meeting. The Board shall elect from among its members a president who shall preside over meetings of the Board and the meetings of the Association.

3.4 **Authority and Duties of the Board.** On behalf of and acting for the Association, the Board (or the Declarant or Declarant's managing agent as provided in Section 3.2 hereof), for the benefit of the Project and the Owners, shall have all powers and authority permitted to the

Board under this Sub Declaration and any applicable law, including but not limited to the following:

3.4.1 **Assessments.** Establish and collect regular assessments (and to the extent permitted hereunder, special assessments) to defray expenses attributable to carrying out its duties hereunder and maintain an adequate reserve fund for the maintenance, repair, improvement and replacement of those portions of the Lots or facilities which must be maintained, repaired or replaced on a periodic basis, which reserve shall be funded by the above assessments. The Association may impose and collect charges for late payments of assessments.

3.4.2 **Service.** Obtain the services of persons or firms as required to properly manage the affairs of the Project and to perform the services required in this Sub Declaration to the extent deemed advisable by the Board including legal and accounting services, property management services as well as such other personnel as the Board shall determine are necessary or proper for the operation of the Association and to perform the obligations and services required of the Association in this Sub Declaration, whether such personnel are employed directly by the Board or are furnished by the manager or management firm or agent.

3.4.3 **Insurance.** Obtain and pay for policies of insurance or bonds providing casualty, bodily injury and liability coverage, and for fidelity of Association officers and other employees, the requirements of which are more fully set forth in Article 15.

3.4.4 **Landscaping for Single Family Detached Homes.** From and after the date a Residential Owner acquires a Residential Lot with a single family detached Home constructed thereon, the Association will maintain and replace the landscaping in the yard between the front building line and the street, and with respect to corner Residential Lots, additionally the landscaping in the yard between the side building line and the street (collectively, "Street Frontage Yard") in a good, clean, attractive, sanitary and safe condition, including mowing and reseeding lawns, watering the lawn and other landscaping in the Street Frontage Yard, maintaining irrigation systems, removing weeds and moss, fertilizing, trimming and pruning hedges, trees and other vegetation and replacing dead or diseased plants, trees, flowers and other vegetation in the Association's discretion. The Residential Owner shall not plant or maintain any plants, vegetation or other landscaping in the Street Frontage Yard without the Association's prior written consent. Except as expressly provided otherwise in this Section 3.4.4, each Residential Owner of a Residential Lot with a single family detached Home will be responsible, at its sole cost and expense, to maintain and replace all other plants and landscaping on its Residential Lot.

3.4.5 **Landscaping for Townhomes.** From and after the date a Residential Owner acquires a Residential Lot with a townhome constructed thereon for which a certificate of occupancy or equivalent approval has been issued by the governing jurisdiction, the Association will maintain and replace the landscaping in the entire perimeter yard of the Residential Lot in a good, clean, attractive, sanitary and safe condition, including mowing and reseeding lawns, watering the lawn and other landscaping, maintaining irrigation systems, removing weeds and moss, fertilizing, trimming and pruning hedges, trees and other vegetation and replacing dead or diseased

plants, trees, flowers and other vegetation. The Residential Owner shall not plant or maintain any plants, vegetation or other landscaping in the yard without the Association's prior written consent.

3.4.6 **Maintenance of Townhomes.** From and after the date a Residential Owner acquires a Residential Lot with a townhome constructed thereon, the Association shall: (i) maintain, repair and replace in good working order and condition: (1) the exterior paint, siding, trim, eaves, gutters and other exterior finishes of the townhome (including any attached garage); and (2) the exterior of the roofs of the townhome in good working order and condition; (ii) clean, clear and otherwise maintain the dryer vents of each townhome in good working order and condition at regular intervals determined by the Association; (iii) wash the outside of exterior windows on the second and third floors of the townhome at regular intervals determined by the Association; and (iv) perform pest control as determined by the Association.

3.4.7 **Maintenance and Repair of Residential Lots.** Pay for the costs of all the maintenance, repair, replacement, cleaning, landscaping and gardening work for the Residential Lots described in Sections 3.4.4 through 3.4.6. The cost thereof shall be specially charged to the Residential Owners of applicable Residential Lots as special assessments pursuant to Article 5. The cost of maintaining repairing and replacing equipment, if any, used to perform the foregoing services and any other costs and expenses the Board determines are necessary and proper shall be reimbursed by the Residential Owners as general assessments.

3.4.8 **Enforce Declaration.** Enforce the applicable provisions of this Sub Declaration for the management and control of the Project.

3.4.9 **Contracting and Payment for Materials, Services, Etc.** Contract and pay for any materials, supplies, labor or services which the Board should determine are necessary or proper for the enforcement of this Sub Declaration, including legal, accounting, management or other services; provided that if for any reason any materials, supplies, labor or services are provided for particular Residential Lots or the Residential Owners such as described in Sections 3.4.4 through 3.4.6, the cost thereof shall be specially charged to the Residential Owners of applicable Residential Lots as special assessments pursuant to Article 5.

3.4.10 **Attorney-in-Fact.** Each Owner, by the mere act of becoming an Owner, shall irrevocably appoint the Association as his/her attorney-in-fact, with full power of substitution, to take such action as reasonably necessary to promptly perform the duties of the Association and Board hereunder, including but not limited to the duties to maintain, repair and improve the Project, to deal with the Project upon damage or destruction, and to secure insurance proceeds.

3.4.11 **Borrowing of Funds.** In the discharge of its duties and the exercise of its powers as set forth herein, but subject to the limitations set forth herein, the Board may borrow funds on behalf of the Association.

3.4.12 **Adoption of Rules and Regulations; Fines.** When and to the extent deemed advisable by the Board, to adopt reasonable rules and regulations governing the maintenance and repair of Lots and services provided to Residential Owners, which rules and regulations are not inconsistent with this Sub Declaration and the Bylaws and which treat all Residential Owners fairly and on a non-discriminatory basis. The Board may impose and collect charges for late payments of assessments and, after notice and an opportunity to be heard by the Board or by a representative designated by the Board in accordance with procedures as provided in the Bylaws or rules and regulations adopted by the Board, levy reasonable fines in accordance with a previously established schedule adopted by the Board and furnished to the Residential Owners for violation of the Bylaws, rules and regulations of the Association.

3.4.13 **Additional Powers of Association.** In addition to the duties and powers of the Association as specified in this Sub Declaration, but subject to the provisions of this Sub Declaration, the Association, acting through its Board, shall have the power to do all other things that it may deem reasonably necessary to carry out its duties and the purposes of this Sub Declaration.

3.5 **Variances.** So long as Declarant owns any Lot, the Board may in its reasonable discretion, upon written request of the Declarant, grant a variance from the requirements of Article 4; thereafter, the Board may, upon written request of a Residential Owner, grant a variance from the requirements of Article 4 only in cases where, because of the physical characteristics of the Residential Lot, strict enforcement would result in an unnecessary hardship. Beginning at such time that Declarant owns no Lots, the Board may only grant a variance from the provisions of Section 4.2. Prior to granting such a variance, the Board shall hold an open hearing at which other Owners may comment. At least fifteen (15) days prior to such hearing, the Board shall give written notice of the nature of the requested variance: to the Owner of each Lot immediately adjacent to the Lot for which the variance is requested; to other Owners that would reasonably be affected by the variance; and by requiring the Residential Owner requesting the variance to post a notice on such Residential Lot in a form reasonably satisfactory to the Board.

ARTICLE 4: USE AND MAINTENANCE OBLIGATION OF OWNERS

4.1 **Maintenance of Lots.** Each Residential Owner, at the Residential Owner's sole cost and expense, shall promptly and continuously maintain, repair and restore the Residential Owner's Lot, including the yard, landscaping, and Home (except as expressly provided otherwise in Sections 3.4.4 through 3.4.6) and other improvements located thereon, in a good, clean, attractive, safe and sanitary condition and in full compliance with all applicable governmental laws, rules and regulations and the provisions of this Sub Declaration and the rules and regulations of the Association.

4.2 **Fencing.** No fences or site-screening improvements shall be erected or any Residential Lot without the prior written approval of the Board and, if required by the Master Declaration, the Master Association. Fences may only be placed along the rear property line,

along the front building line, and from the front building line to the rear Residential Lot line, cannot exceed six (6) feet in height above the ground, under no circumstances may obstruct view from any other Residential Lot, must be constructed of wood or other material approved by the Board and Master Association (if required), must be stained with Sherwin Williams Deckscapes Exterior Oil Semi-Transparent Stain in Cedar Bark (SW3511), and shall be constructed, maintained, repaired and replaced in accordance with the Emerald Pointe Fence Detail contained in attached Exhibit F or the Standard Fence Detail of the Master Association. No chain-link fences shall be permitted on a Residential Lot. No fence, wall or hedge shall be permitted on a Residential Lot any nearer to any street than a building is permitted under all applicable governmental and Master Declaration requirements, including without limitation minimum setback requirements.

4.3 **Garbage and Refuse.** In addition to any applicable requirements in the Master Declaration, no garbage, refuse, rubbish, or trash may be deposited on or left upon any Residential Lot unless placed in an attractive container. All containers for the storage or disposal of garbage, refuse, rubbish, or trash must be kept in a good, clean and sanitary condition and must be screened or hidden from public view from the street and from the ground level of adjacent Residential Lots, such as behind a fence or in the garage. Garbage containers may only be placed in public view on the day of garbage pick-up and must be returned to the screened location by the end of each scheduled pick-up day.

ARTICLE 5: COMMON EXPENSES AND ASSESSMENTS

5.1 **Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot owned within the Project, hereby covenants, and each Owner of any 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 herein. Such assessments, together with interest, costs, late charges and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property 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 Residential Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless the lien for such delinquent assessments had been properly recorded prior to title transfer or unless expressly assumed by them. Provided, however, that in the case of a sale of any Residential Lot which is charged with the payment of an assessment or assessments payable in installments, the person or entity who is the Residential Owner immediately prior to the date of any such sale shall be personally liable only for the amount of the installments due prior to said date. The new Residential Owner shall be personally liable for installments which become due on and after said date.

5.2 **Uniform Rate.** Any assessments which may be levied from time to time pursuant to the authority of the Board as set forth in Section 3.4.1, shall be fixed at a uniform rate for each Lot, except for special assessments levied against a Residential Owner for the purpose of reimbursing the Association for costs incurred in performing the obligations or providing the

services described in Section 3.4.4 through 3.4.6 and in bringing the Residential Owner or his/her Home and/or Residential Lot into compliance with the provisions of this Sub Declaration. Notwithstanding anything herein to the contrary, the Association shall not be obligated to perform any obligation or provide any services to any Lots or Residential Lots owned by the Declarant or Builders, and the Declarant and Builders shall not be obligated to pay any assessment levied against any Lots or Residential Lots owned by Declarant or Builders. An assessment against a Residential Lot shall be the joint and several personal obligation of all Residential Owners of that Residential Lot.

5.3 **Initial Assessment Amount.** Upon the sale of each Residential Lot by the Declarant or Builder, each Residential Owner, at the time of his/her purchase of the Residential Lot, shall pay an initial start-up assessment to the Association in the amount of \$0. Such initial assessment shall be in addition to any annual assessment provided for in this Article 5 and shall be for the purpose of reimbursing the Declarant and/or Association for maintenance and operating expenses. Notwithstanding the provisions set forth above, the Declarant and Oakpointe Builders shall not be liable for any initial assessments assessed or due so long as Declarant or Oakpointe Builders owns any Lot or Residential Lot.

5.4 **Limitation on Annual Assessment Amount.**

5.4.1 **Board Authority.** From and after the date of this Sub Declaration, the Board shall have the authority, without obtaining prior approval of the Owners, to levy general assessments in a given calendar year totaling not more than \$360.00 per Residential Lot. General assessments included in the foregoing calculation shall not include any special assessments which are levied against a Residential Owner for reimbursing the Association for costs incurred in performing the obligations or providing the services described in Sections 3.4.4 through 3.4.6 and in bringing the Residential Owner or his/her Home and/or Residential Lot into compliance with the provisions of this Sub Declaration. Notwithstanding the provisions set forth above, the Declarant and Oakpointe Builders shall not be liable for any fees or assessments assessed or due so long as Declarant or Oakpointe Builder owns any Lot or Residential Lot.

5.4.2 **Annual Increase in Dollar Limit.** The maximum dollar amount specified in Section 5.4.1 shall not be increased by more than fifteen percent (15%) without the approval of a majority of the Lot Owners voting at a meeting duly called for such purpose.

5.4.3 **Owner Approval Required.** Any general assessment to be levied in a given calendar year which would cause the total of all general assessments for the year to exceed the sum per Residential Lot permitted by Sections 5.4.1 and 5.4.2 shall require the calling of a meeting of the Association upon notice sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting, and the approval at such meeting of the levy of such assessment by a majority of the Lots represented at such meeting, provided a quorum is present as defined in the Bylaws.

5.5 **Manner and Time of Payment.** Assessments shall be payable by each Residential Owner in such reasonable manner as the Board shall designate. Any assessment or installment thereof which remains unpaid for at least fifteen (15) days after the due date thereof shall bear interest at an annual rate equal to the greater of twelve percent (12%) or the Prime Rate plus three percent (3%), and the Board may also assess a late charge in an amount not exceeding twenty-five (25%) of any unpaid assessment which has been delinquent for more than fifteen (15) days. "Prime Rate" means the prime business lending rate, determined and quoted from time to time by U.S. Bank, Seattle Main Branch (or its successor), as the same may be adjusted from time to time. If U.S. Bank ceases to quote a prime rate or a similar rate, the interest rate shall be based upon such similar prime business lending rate as is determined and quoted from time to time by the Wall Street Journal or, if the Wall Street Journal ceases to quote such rate, by a nationally recognized financial publication selected by the Board. If any such prime rate is determined and quoted as a range of rates, the simple average of the high and low rates of such range shall be used.

5.6 **Accounts.** Any assessments collected by the Association shall be deposited in one or more insured institutional depository accounts established by the Board. The Board shall have exclusive control of such accounts and shall maintain accurate records thereof; provided, however, that the Board may exercise such control through a property manager retained pursuant to Section 3.4.2. No withdrawal shall be made from said accounts except to pay for charges and expenses authorized by this Sub Declaration.

5.7 **Lien.** In the event any assessment or installment thereof remains delinquent for more than thirty (30) days, the Board may, upon fifteen (15) days prior written notice to the Residential Owner of such Lot of the existence of the default, accelerate and demand immediate payment of the entire assessment. The amount of any assessment assessed or charged to any Residential Lot plus interest, costs, late charges and reasonable attorneys' fees, shall be a lien upon such Residential Lot. A claim of lien may be recorded in the office where real estate conveyances are recorded for the county in which this Project is located. Such claim of lien may be filed at any time at least fifteen (15) days following delivery of the notice of default referred to above. The lien for payment of such assessments and charges shall have priority over all other liens and encumbrances, recorded or unrecorded, limited as provided in Section 8.1. Suit to recover a money judgment for unpaid assessments or charges shall be maintainable with or without foreclosure or waiver of the lien securing the same.

5.8 **Waiver of Homestead.** Each Residential Owner hereby waives, to the extent of any liens created pursuant to this Article, the benefit of any homestead or exemption law in effect at the time any assessment or installment thereof becomes delinquent or any lien is imposed pursuant to the terms hereof.

5.9 **Continuing Liability for Assessments.** No Residential Owner may exempt himself/herself from liability for his/her Assessments by abandonment of his/her Residential Lot.

5.10 **Records, Financial Statements.** The Board shall prepare or cause to be prepared, for any calendar year in which the Association levies or collects any assessments, and shall

distribute to all Owners, a balance sheet and an operating (income/expense) statement for the Association, which shall include a schedule of assessments received and receivable, identified by the number of the Residential Lot and the name of the Residential Owner so assessed. The Board shall cause detailed and accurate records of the receipts and expenditures of the Association to be kept specifying and itemizing the maintenance, operating, and any other expenses incurred. Such records, copies of this Sub Declaration, the Articles and the Bylaws, and any resolutions authorizing expenditures of Association funds shall be available for examination by any Owner at reasonably convenient hours.

5.11 **Certificate of Assessment.** A certificate executed and acknowledged by the treasurer or the president of the Board, or an authorized agent thereof if neither the president nor treasurer is available, stating the indebtedness for assessments and charges or lack thereof secured by the assessment lien upon any Residential Lot shall be conclusive upon the Association as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith. Such a certificate shall be furnished to any Owner or any encumbrancer of a Lot within a reasonable time after request, in recordable form, at a reasonable fee. Unless otherwise prohibited by law, any encumbrancer holding a lien on a Residential Lot may pay any unpaid assessments or charges with respect to such Residential Lot, and, upon such payment, shall have a lien on such Residential Lot for the amounts paid of the same rank as the lien of his/her encumbrance.

5.12 **Foreclosure of Assessment Lien, Attorneys' Fees and Costs.** The Declarant or Board, on behalf of the Association, may initiate action to foreclose the lien of, or collect, any assessment. In any action to foreclose the lien of, or otherwise collect, delinquent assessments or charges, any judgment rendered in favor of the Association shall include a reasonable sum for attorneys' fees and all costs and expenses reasonably incurred in preparation for or in the prosecution of said action (including in any arbitration, on appeal, and in any bankruptcy proceeding), in addition to taxable costs permitted by law.

5.13 **Curing of Default.** The Board shall prepare and record a satisfaction and release of the lien for which a claim of lien has been filed and recorded in accordance with this Article upon timely payment or other satisfaction of all delinquent assessments set forth in the Notice, and all other assessments which have become due and payable following the date of such recordation with respect to the Lot as to which such claim of lien was recorded, together with all costs, late charges and interest which have accrued thereon. An additional administrative fee of twenty-five dollars (\$25.00) covering the cost of preparation and recordation shall be paid to the Association prior to such action. The satisfaction of the lien created by the claim of lien shall be executed by the president or treasurer of the Association or by any authorized representative of the Board. For the purposes of this paragraph, the term "costs" shall include costs and expenses actually incurred or expended by the Association in connection with the cost of preparation and recordation of the claim of lien and in efforts to collect the delinquent assessments secured by the lien and a reasonable sum for attorneys' fees.

5.14 **Omission of Assessment.** The omission by the Board or the Association to fix the estimate for assessments and charges hereunder for the next year before the expiration of any current year shall not be deemed a waiver or modification in any respect of the provisions of this Sub Declaration, or a release of the Residential Owner from the obligation to pay the assessments and charges, or any installment thereof for that or any subsequent year. The assessment and charge fixed for the preceding year shall continue until a new assessment or charge is fixed.

5.15 **Assessment Deposit.** A Residential Owner may be required, by the Board or by the managing agent, from time to time, to make and maintain a deposit of not more than the total of: one (1) annual assessment; plus either one (1) special assessment if special assessments are payable on an annual basis, or three (3) special assessment installments if special assessments are payable on a monthly or other periodic basis. Such deposit may be collected as are other assessments and charges. Such deposit shall be held in a separate fund, be credited to such Residential Owner, and be for the purpose of establishing a working capital fund for the initial Project operations and a reserve for delinquent assessments. The Association shall have the right to use any working capital funds and/or reserves at any time when such Residential Owner is ten (10) days or more delinquent in paying his/her assessments and charges, to meet unforeseen expenditures, to acquire additional equipment or services deemed necessary or desirable by the Board, or as a credit against any annual or special assessments to become due from such Residential Owner. Said deposits shall not be considered as advance payments of annual assessments. All or any portion of such deposit may at any time be refunded to the Residential Owner by the Association in the discretion of the Board, such refund being made as a cash refund or a credit against assessments subsequently to become due or a combination thereof.

5.16 **Exempt Property.** The following property subject to this Sub Declaration shall be exempt from the assessments created herein:

5.16.1 All properties dedicated to and accepted by a governmental entity;

5.16.2 All Common Areas; and

5.16.3 All properties owned by a charitable or nonprofit organization or an organization exempt from taxation by the laws of the State of Washington.

However, the land or improvements, which are referred to in Sections 5.16.1, 5.16.2 and 5.16.3 and which are devoted to residential dwelling use, shall not be exempt from said assessments.

5.17 **Effect of Legal Proceedings.** In any legal proceeding commenced pursuant to Section 6.1.1, and notwithstanding the assessment limitations provided for in this Sub Declaration, the court having jurisdiction over such proceeding shall also have jurisdiction and power to cause assessments to be levied and collected on an equal per Residential Lot basis in such amounts as is reasonably necessary to cause the Project to be properly administered in accordance with the provisions of this Sub Declaration and the Bylaws, or to cause the provisions of this Sub Declaration and the Bylaws to be properly applied and enforced.

ARTICLE 6: COMPLIANCE WITH DECLARATION

6.1 Enforcement.

6.1.1 **Compliance of Owner.** Each Owner, Board member and the Association shall comply strictly with the provisions of this Sub Declaration and with the Bylaws and administrative rules and regulations adopted by the Association (as the same may be lawfully amended from time to time). Failure to comply shall be grounds for an action to recover sums due for damages, or injunctive relief, or both, maintainable by the Board (acting through its officers on behalf of the Association and the Owners), or by the aggrieved Owner on his/her own against the party (including an Owner or the Association) failing to comply. In addition, the Association may impose and collect fines as provided in Section 3.4.12 of this Sub Declaration.

6.1.2 **Compliance of Lessee.** Each Residential Owner who shall rent or lease his/her Residential Lot shall insure that the lease or rental agreement is in writing and subject to the terms of this Sub Declaration, Articles of Incorporation, and Bylaws. Said agreement shall further provide that failure of any lessee to comply with the provisions of said documents shall be a default under the lease.

6.1.3 **Attorneys' Fees.** In any action to enforce the provisions of this Sub Declaration, the Articles of Incorporation or the Bylaws, the prevailing party in such legal action shall be entitled to an award for reasonable attorneys' fees and all costs and expenses reasonably incurred in preparation for or prosecution of said action (including in any arbitration, on appeal, or in any bankruptcy proceeding), in addition to taxable costs permitted by law.

6.2 **No Waiver of Strict Performance.** The failure of the Board, or Declarant or Declarant's managing agent, as applicable, in any one or more instances to insist upon or enforce the strict performance of any of the terms, covenants, conditions or restrictions of this Sub Declaration, or of any Bylaws or administrative rules or regulations, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. No waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.

6.3 **Right of Entry.** Violation of any of the provisions hereof shall give to Declarant, its successors, or the Association, the right to enter upon the Residential Lot as to which such violation exists and to abate, correct and remove, at the expense of the Residential Owner thereof, any erection, thing or condition that may be or exists thereon contrary to the provisions hereof. Such entry shall be made only after three (3) days' notice to said Residential Owner and with as little inconvenience to the Residential Owner as possible, and any damage caused thereby shall be repaired by the Association. Declarant, its successors, or the Association shall not be deemed guilty of any manner of trespass by such entry, abatement or removal.

6.4 **Remedies Cumulative.** The remedies provided are cumulative, and the Board may pursue them concurrently, as well as any other remedies which may be available under law although not expressed herein.

ARTICLE 7: LIMITATION OF LIABILITY

7.1 **No Personal Liability.** So long as a Board member, Association committee member, Association officer, Association agent, or Declarant exercising the powers of the Board, has acted in good faith, without willful or intentional misconduct, upon the basis of such information as may be possessed by such person, no such person shall be personally liable to any Owner, or other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, negligence (except gross negligence), any discretionary decision, or failure to make a discretionary decision, by such person in such person's official capacity; PROVIDED, that this section shall not apply where the consequences of such act, omission, error or negligence are covered by insurance or bonds obtained by the Board pursuant to this Sub Declaration.

7.2 **Indemnification of Board Members.** Each Board member or Association committee member, or Association officer, Association agent, or Declarant exercising the powers of the Board, and their respective heirs and successors, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which he/she may be a party, or in which he/she may become involved, by reason of being or having held such position at the time such expenses or liabilities are incurred, except in such cases wherein such person is adjudged guilty of intentional misconduct or gross negligence or a knowing violation of law in the performance of his/her duties, and except in such cases where such person has participated in a transaction from which said person will personally receive a benefit in money, property, or services to which said person is not legally entitled; PROVIDED, that, in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. Nothing contained in this Section 7.2 shall, however, be deemed to obligate the Association to indemnify any Owner of a Lot who is or has been a Board member or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him or her under and by virtue of this Sub Declaration as an Owner of a Lot covered thereby and not as a Board member or officer of the Association.

ARTICLE 8: MORTGAGEE PROTECTION

8.1 **Priority of Mortgagee.** Notwithstanding all other provisions hereof, the liens created under this Sub Declaration upon any Residential Lot for assessments shall be subject to tax liens on the Residential Lot in favor of any assessing unit and/or special district and be subject to the rights of the secured party in the case of any indebtedness secured by first lien Mortgages which were made in good faith and for value upon the Residential Lot. Where the Mortgagee of a Residential Lot, or other purchaser of a Residential Lot, obtains possession of a Residential Lot as a result of Mortgage judicial or nonjudicial foreclosure or deed in lieu thereof, such possessor and its successors and assigns shall not be liable for the share of any assessment by the Association chargeable to such Residential Lot which becomes due prior to such possession, but will be liable for any assessment accruing after such possession. Such unpaid share of common expenses or

assessments shall be deemed to be common expenses collectible from all of the Residential Owners including such possessor, its successor and assigns.

8.2 **Effect of Declaration Amendments.** No amendment to this Sub Declaration shall be effective to modify, change, limit or alter the rights expressly conferred upon Mortgagees in this instrument with respect to any unsatisfied Mortgage duly recorded unless the amendment shall be consented to in writing by the holder of such Mortgage. Any provision of this Article concerning rights of Mortgagees that is inconsistent with any other provision of this Sub Declaration shall control over such other inconsistent provisions.

8.3 **Right of Lien Holder.** A breach of any of the provisions, conditions, restrictions, covenants, easements or reservations herein contained shall not affect or impair the lien or charge of any bona fide Mortgage made in good faith and for value on any Residential Lot; provided, however, that any subsequent Residential Owner Lot shall be bound by these provisions whether such Residential Owner's title was acquired by foreclosure or trustee's sale or otherwise.

8.4 **Copies of Notices.** If the first Mortgagee of any Residential Lot so requests the Association in writing, the Association shall give written notice to such first Mortgagee if a Residential Owner/Mortgagor of a Lot has for more than sixty (60) days failed to meet any obligation under this Sub Declaration.

8.5 **Furnishing of Documents.** The Association shall make available to prospective purchasers, Mortgagees, insurers, and guarantors, at their request, current copies of this Sub Declaration, Bylaws, and other rules governing the Project, and the most recent balance sheet and income/expense statement for the Association, if any has been prepared.

ARTICLE 9: EASEMENTS

9.1 **Association Functions.** There is hereby reserved to Declarant and the Association and granted by the Parties to the Declarant and the Association, and their employees, duly authorized agents and representatives, such easements as are necessary to perform the duties and obligations of the Association as are set forth in this Sub Declaration, or in the Bylaws, and rules and regulations adopted by the Association including without limitation rights of ingress and egress, the right to excavate, landscape, water, clean, inspect, construct, operate, maintain, repair, replace, alter, improve, protect, and/or rebuild any portion of any Residential Lot reasonably necessary to perform the obligations and provide the services described in Sections 3.4.4 through Section 3.4.6 and through, on, over, above, below and inside any townhome and reasonably perform the obligations and provide the services described in Section 3.4.6.

9.1.1. **Notice.** Except in the event of an emergency, in which case no notice is required, the Association will use reasonable efforts to provide prior notice to each Residential Owner before accessing the Residential Lot or townhome pursuant to this Sub Declaration. Notice of regularly reoccurring inspections, access, maintenance or repair need only be given once.

9.1.2 **Restoration**. After the completion of any work in easement areas, the Association will cause: (i) all debris caused by the work to be removed from the easement area; and (ii) the easement area to be restored to substantially the same condition it was in prior to the commencement of the work. The Residential Owner may use the surface and subsurface of the easement areas in any manner that does not interfere with the rights granted to the Declarant and the Association herein.

9.2 **Common Areas**. There is hereby reserved to Declarant and the Association and granted by the Parties to the Declarant and the Association and their employees, duly authorized agents, representatives contractors, and consultants a perpetual, non-exclusive easement across and license to use all roadways constructed within the Project, thereby providing access throughout the Project and to public streets and other Common Areas as are necessary to perform the duties and obligations of the Association as are set forth in this Sub Declaration, or in the Bylaws, and rules and regulations adopted by the Association.

ARTICLE 10: TERM OF DECLARATION

10.1 **Duration of Covenants**. The covenants contained herein shall run with and bind the land for a term of thirty (30) years from the date this Sub Declaration is recorded, after which time the covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument executed in accordance with Section 11.1 below shall be recorded, abandoning or terminating this Sub Declaration.

10.2 **Abandonment of Subdivision Status**. The Association shall not, without the prior written approval of the governmental entity having jurisdiction over the Project and without prior written approval of one hundred percent (100%) of all first Mortgagees (based upon one (1) vote for each first Mortgage owned) and one hundred percent (100%) of all Owners (other than Declarant) of record, seek by act or omission to abandon or terminate the subdivision status of the Project as approved by the governmental entity having appropriate jurisdiction over the Project.

ARTICLE 11: AMENDMENT OF DECLARATION, PLAT MAP

11.1 **Sub Declaration Amendment**. Amendments to this Sub Declaration shall be made by an instrument in writing entitled "Amendment to Sub Declaration" which sets forth the entire amendment. Except as otherwise specifically provided for in this Sub Declaration, any proposed amendment must be approved by a majority of the Board prior to its adoption by the Owners. Amendments may be adopted at a meeting of the Owners if seventy-five percent (75%) of the Owners vote for such amendment, or without any meeting if all Owners have been duly notified and seventy-five percent (75%) of all the Owners consent in writing to such amendment. Notwithstanding the foregoing, any amendment to a provision of this Sub Declaration establishing, providing for, governing or regulating the following shall require the consent of seventy-five percent (75%) of all the Owners and seventy-five percent (75%) of all the Mortgagees and the consent of the Declarant (during the Declarant Control Period): voting; assessments, assessment liens or subordination of such liens; insurance or bonds; responsibility for maintenance or repairs;

expansion or construction of the Project or the addition, annexation or withdrawal of property to or from the Project; boundaries of Lots; converting of Lots into Common Areas or vice versa; provisions for the benefit of the Declarant; provisions for benefit of first Mortgagees, or holders, insures or guarantors of first Mortgages; or imposition of any right of first refusal or similar restrictions on the right of an Owner to sell, transfer or otherwise convey a Lot; provided, that a Mortgagee who fails to respond in writing within thirty (30) days of a written request to approve an amendment shall be deemed to have approved the request. In all events, the amendment when adopted shall bear the signature of the president of the Association and shall be attested by the secretary, who shall state whether the amendment was properly adopted, and shall be acknowledged by them as officers of the Association. Amendments once properly adopted shall be effective upon recording in the appropriate governmental offices where real estate conveyances are recorded for the county in which the Project is located. It is specifically covenanted and understood that any amendment to this Sub Declaration properly adopted will be completely effective to amend any or all of the covenants, conditions and restrictions contained herein that may be affected and any or all clauses of this Sub Declaration unless otherwise specifically provided in the section being amended or the amendment itself.

11.2 **Plat Map.** Except as otherwise provided herein, to effect an amendment to this Sub Declaration adopted as provided for in Section 11.1, the Plat Map may be amended by revised versions or revised portions thereof, provided that the revised version or revised portions reference the adopted amendment to this Sub Declaration. Copies of any such proposed amendment to the Plat Map shall be made available for the examination of every Owner. Such amendment to the Plat Map shall be effective, once properly adopted, upon having received any governmental approval required by law and recordation in conjunction with this Sub Declaration amendment in the appropriate governmental office where real estate conveyances are recorded for the county in which the Project is located.

11.3 **Amendments to Conform to Construction.** Declarant, upon Declarant's sole signature, and as an attorney-in-fact for all Lot Owners with an irrevocable power coupled with an interest, may at any time, until all Lots have been sold by Declarant, file an amendment to this Sub Declaration and to the Plat Map to conform data depicted therein to improvements as actually constructed and to establish, vacate and relocate easements reserved or granted herein.

11.4 **Amendments to Conform to Lending Institution Guidelines.** So long as Declarant continues to own one or more Lots, Declarant, upon Declarant's sole signature, and as an attorney-in-fact for all Lot Owners with an irrevocable power coupled with an interest, may at any time, until all Lots have been sold by Declarant, file such amendments to this Sub Declaration and Plat Map as are necessary to meet the then requirements of Federal National Mortgage Association, Veterans Administration, Federal Home Loan Mortgage Corporation, or other agencies, institutions or lenders financing and/or title insuring the purchase of a Lot from the Declarant.

11.5 **Article 13 Amendments.** Declarant, upon Declarant's sole signature, and as an attorney-in-fact for all Lot Owners with an irrevocable power coupled with an interest, may at any time, until all Lots have been sold by Declarant, file such amendments to this Sub Declaration and

Plat Map as are necessary in the exercise of Declarant's powers under Article 13. Annexations provided for in Article 13 shall be approved and recorded as an amendment to this Sub Declaration as provided in this Article 11.

ARTICLE 12: INSURANCE

12.1 **Insurance** The Board shall have authority in the exercise of its discretion to obtain and maintain at all times as a common expense a policy or policies and bonds of liability insurance and property insurance covering the ownership, use and operation of all Association property, including common personal property and supplies belonging to the Association, if any; fidelity coverage for Association Board members (including Declarant), officers, employees or agents; and such other insurance as the Board may deem advisable or as may be required by the Federal National Mortgage Association, Federal Home Loan Mortgage Association, Veterans Administration or similar agencies or lending institutions. In the event of damage to or destruction to any Association property, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a reconstruction assessment against all Lot Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other common assessments made against such Lot Owners.

ARTICLE 13: ANNEXATION AND WITHDRAWAL OF ADDITIONAL PROPERTIES

13.1 **Annexation and Withdrawal by Declarant.** Although not obligated to do so, Declarant reserves the right to develop (or cause an entity under common control with Declarant to develop) as single family residential subdivisions additional lands that would be in addition to and are nearby the Project ("Additional Lands"). Declarant may cause all or any portion of such Additional Lands to be annexed to the existing Project without the assent of the members of the Association; PROVIDED, however, that the annexation of Additional Lands described in this Article shall be adjacent to the then existing Project. Such Additional Lands shall be deemed "adjacent" to the existing Project even if separated therefrom by land which: (i) is owned by Declarant (or any entity under common control with Declarant), the Association or the Lot Owners as tenants in common; or (ii) is owned by or dedicated to the public or a governmental agency or instrumentality; or (iii) is available for the use or benefit of the Association or Lot Owners by easement or otherwise; or (iv) is a public or private street, path, bicycle path, railroad track or other improvement or easement for public transportation or utility service. Any Additional Lands shall be added to the Project covered by this Sub Declaration by the filing for record of an amendment to this Sub Declaration. All Lot Owners hereby covenant and agree to burden the Project and any Additional Lands with all of the duties, responsibilities, costs and expenses related to the management, administration, maintenance and improvement described in this Sub Declaration with respect to the Additional Lands. This Sub Declaration does not give the Association or any Lot Owners any rights to any Additional Lands until such Additional Lands are subjected to this Sub Declaration. When any Additional Lands are subjected to the terms of this Sub Declaration, then the Additional Lands shall become part of the Project and the owners of the Additional Lands,

including Lot Owners, shall automatically become members of the Association and shall be entitled to all of the rights and benefits, and subject to all of the obligations of, the members of the Association. Although not obligated to do so, Declarant reserves the right to discontinue development of and withdraw from the Project any unplatted land within the Project, including any Additional Lands previously annexed, without the assent of the members of the Association. When any Additional Lands are made subject to this Sub Declaration, they shall also become subject to assessment. Assessments may be adjusted to reflect the total number of Lots obligated to contribute to the Association budget.

13.2 **Non-Declarant Annexations.** Annexation of Additional Lands other than Declarant annexations provided for in Section 13.1 hereof shall require the assent of the Owners, Mortgagees and Declarant as provided in Section 11.1.

ARTICLE 14: MISCELLANEOUS

14.1 **Notices.** Any written notice, or other document as required by this Sub Declaration, may be delivered personally or by mail. If by mail, such notice, unless expressly provided for herein to the contrary with regard to the type of notice being given, shall be deemed to have been delivered and received forty-eight (48) hours after a copy thereof has been deposited in the United States first-class mail, postage prepaid, properly addressed as follows:

(a) If to an Owner, other than Declarant, to the registered address of such Owner, as filed in writing with the Board pursuant to the requirements of the Bylaws.

(b) If to Declarant, whether in its capacity as an Owner, or in any other capacity, to the address which Declarant shall have advised the Board in writing.

(c) During the Declarant Control Period, notices to the Board shall be addressed to the address set forth in (b) above. Thereafter, notices to the Board shall be addressed either to an address to be posted by the Board at all times in a conspicuous place or to the registered office of the Association. In addition, from and after the expiration of the Declarant's management authority, notice of the address of the Association shall be given by the Board to each Owner, within a reasonable time after the Board has received actual notice of such Owner's purchase of a Lot.

14.2 **Conveyances, Notice Required.** The right of an Owner to sell, transfer, or otherwise convey his/her Lot shall not be subject to any right of approval, disapproval, first refusal, or similar restriction by the Association or the Board or anyone acting on their behalf. An Owner intending to sell a Lot shall deliver a written notice to the Board at least two (2) weeks before closing, specifying: the Lot being sold; the name and address of the purchaser, of the closing agent, and of the title insurance company insuring the purchaser's interest; and the estimated closing date. The failure of an Owner to properly give such notice to the Board shall not invalidate the sale. The Board shall have the right to notify the purchaser, the title insurance company, and the closing agent of the amount of unpaid assessments and charges outstanding against the Lot, whether or not such information is requested.

14.3 **Successor and Assigns.** This Sub Declaration shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of Declarant, Builders, Individual Owners, and the heirs, personal representatives, grantees, lessees, subleases and assignees of the Owners.

14.4 **Joint and Several Liability.** In the case of joint ownership of a Lot, the liability of each of the Owners thereof in connection with the liabilities and obligations of Owners set forth in or imposed by this Sub Declaration shall be joint and several.

14.5 **Severability.** The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

14.6 **Effective Date.** This Sub Declaration shall take effect upon recording.

14.7 **Government Right of Access.** Governmental entities shall have rights of access and inspection for the open space area and any drainage facilities contained therein.

IN WITNESS WHEREOF, the Parties have executed this Sub Declaration the day and year first hereinabove written.

[signatures on the following pages]

DECLARANT:

MS EMERALD RIDGE, LLC, a Washington limited liability company

By: _____

Its: _____

HC HOMES:

HC Homes, Inc., a Washington corporation

By: _____

Its: _____

HH HOMES:

HH Family Homes, Inc., a Washington corporation

By: _____

Its: _____

INDIVIDUAL OWNERS:

LOT 65:

CAROLINE C. MEADOWS

LOT 67:

JEFFREY P. TUTHILL JR.

OAKPOINTE BUILDERS:

OAKPOINTE BUILDERS, LLC, a Washington limited liability company

By: _____

Its: _____

RH HOMES:

RH Family Homes, Inc., a Washington corporation

By: _____

Its: _____

EMERALD POINTE HOMEOWNERS ASSOCIATION

Emerald Pointe Homeowners Association, a Washington not-for-profit corporation

By: _____

Its: _____

ANDREA TUTHILL

LOT 72:

GERALD RICHARD

LISA RICHARD

LOT 103:

PAUL CHUNG

KIM NAYOEN

LOT 104:

CHRISTOPHER PICHNER

MELINDA PICHNER

LOT 105:

KIRK A. BUTLER

LOT 106:

BETI TARANTINO

LOT 107:

JEFFREY S. MIMS

BRANDY A. MIMS

LOT 108:

RUDOLPH U. SENERES

SOUAY SENERES

LOT 109:

EUGENE R. BURNS

DAWNETTE M. BURNS

LOT 110:

JOSEPH FRAIZER

JACKLYN DURYE A FRAIZER

LOT 117:

MATTHEW JANOUSEK

LOT 118:

JACOB EDMUND REICHERT

RAQUEL D. REICHERT

LOT 120:

HENRY R. LINGAT JR.

JAMES B. HARVEY

LOT 121:

ROBIN N. STOCKWELL

LOT 122:

POLLY E. THRALL WOODS

LOT 125:

BINYING YE

BINGJUN B. HE

LOT 126:

REUBEN A. McCLENDON

GENESIS Y. McCLENDON

LOT 127:

MICHAEL R. SILVERMAN

LOT 128:

KERRI FRAZEE

LOT 129:

TIMOTHY A. GREENWOOD

LOT 130:

MARK OHME

LOT 235:

TRACEY GERSCH

LOT 246:

JOSHUA D. UPTGRAFT

HEATHER M. HARRISON

LOT 247:

TAMMY C. PETERMAN

LOT 248:

CLARK G. NEAL

LOT 249:

MARK SOZONTE K. ARES

LOT 250:

MARK K. HARNED

LOT 251:

MICHAEL A. CHRISTIAN JR.

DIANA D. CHRISTIAN

LOT 252:

QIN ZHANG

WEIQUN ZHONG

LOT 424:

ROBERT TRAVIS HOFFMAN

LOT 425:

KELSEY LEE KORNEGAY

TALYA KORNEGAY

LOT 426:

THERESA F. WALKER

LOT 427:

RAND D. HARRIS JR.

LOT 428:

JAMES R. BALDWIN

PAULA S. BALDWIN

LOT 429:

DEBRA COPPO

LOT 430:

TRACY ANN WOLFE

LOT 431:

MARRIAH E. MILLER

LOT 432:

ADAM N. GLAUBERG

NICOLE A. GLAUBERG

LOT 433:

KARREN L. MANLEY

LOT 434:

JOSEPH M. BREEZE

CHRISTINA L. BREEZE

LOT 435:

ADAM R. WHEELER

LOT 436:

WESS SALTER

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared _____, known to me to be the _____ of EMERALD POINTE HOMEOWNERS ASSOCIATION, the not-for-profit corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

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

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

Signature

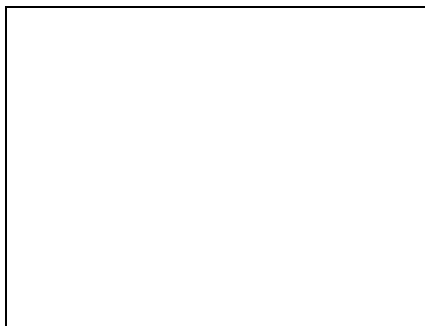
Print Name

NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My commission expires _____.

STATE OF WASHINGTON)
) ss:
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____, 2013.



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Notary Public

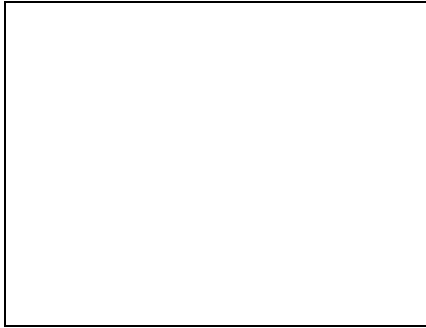
Print Name _____

My commission expires _____

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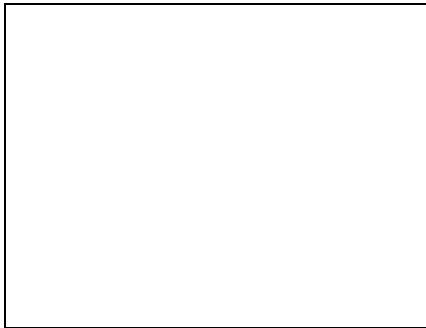
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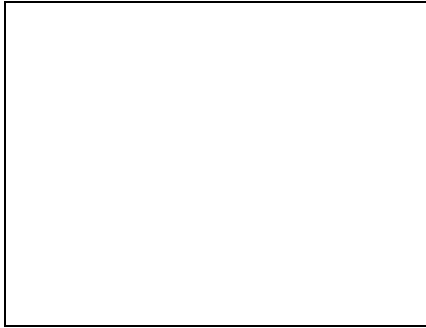
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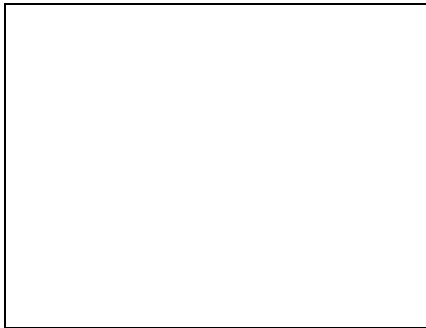
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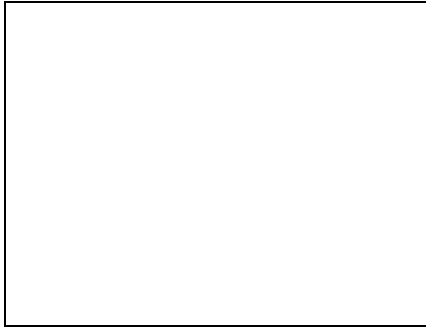
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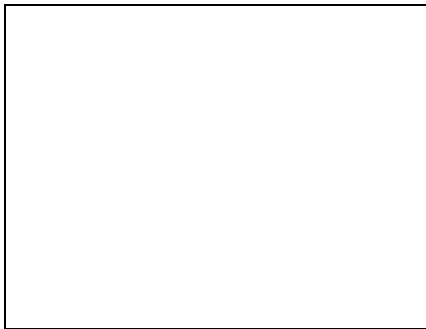
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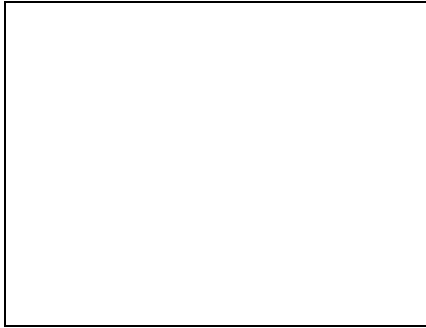
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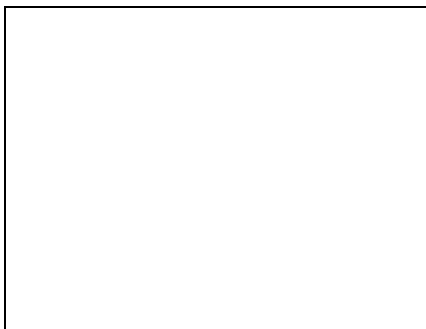
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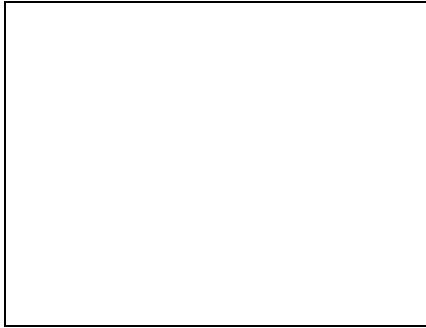
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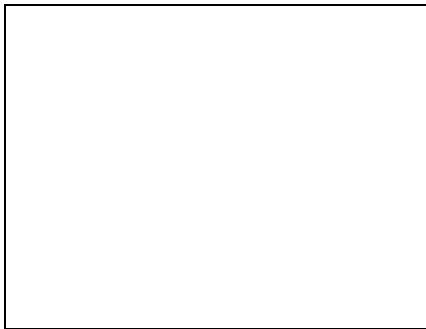
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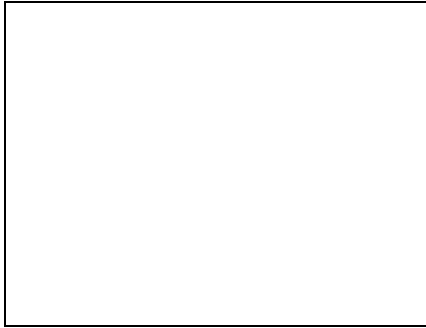
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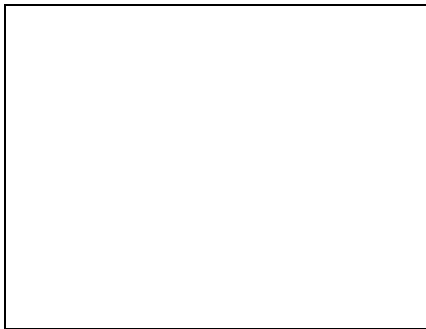
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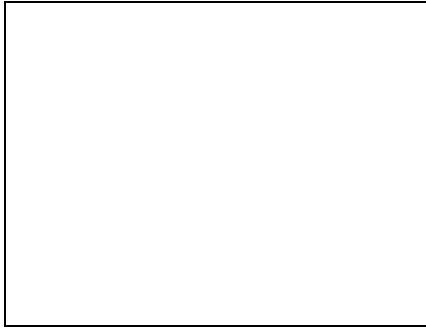
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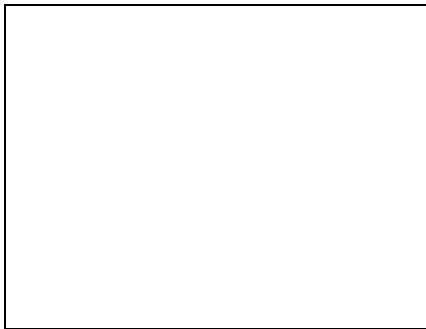
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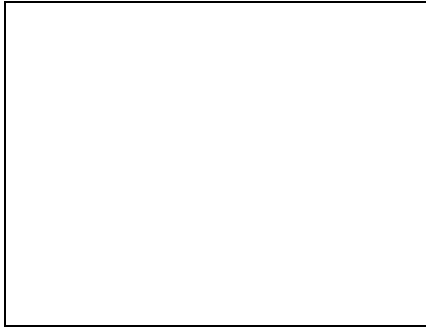
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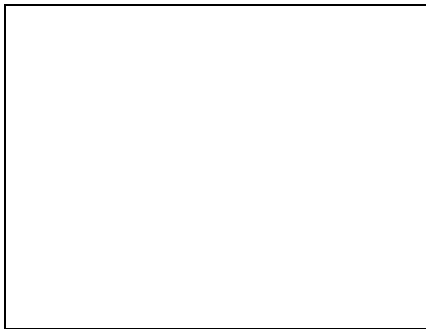
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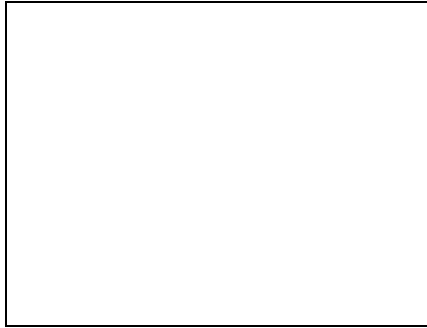
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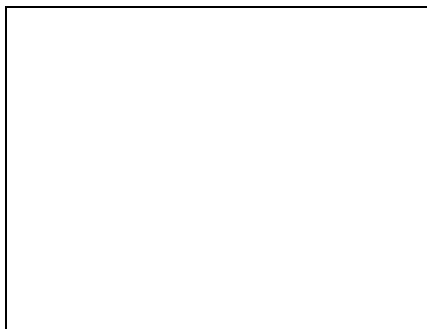
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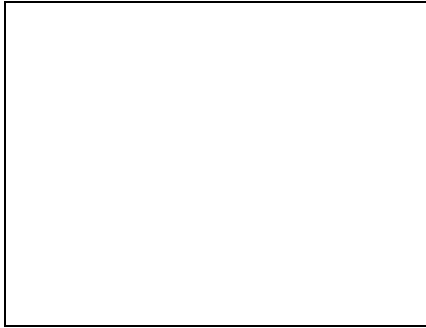
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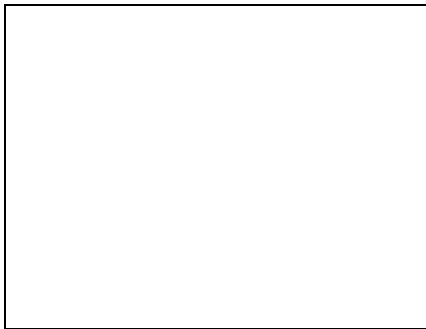
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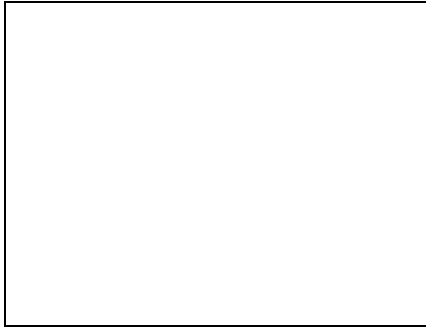
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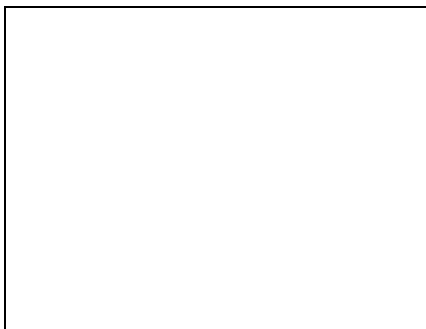
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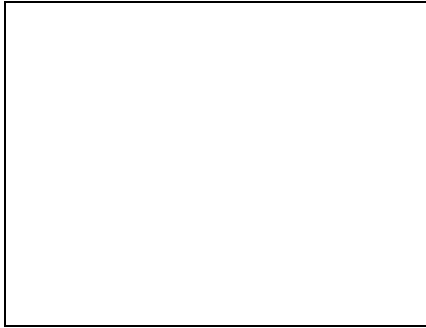
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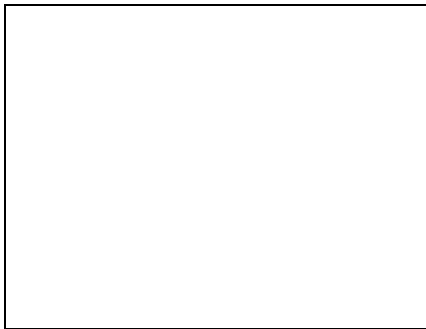
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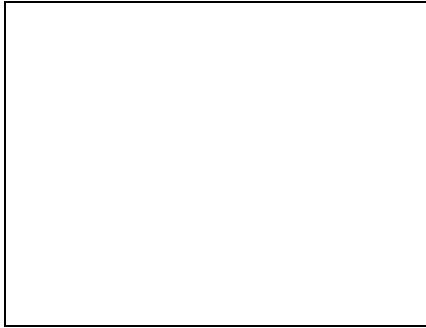
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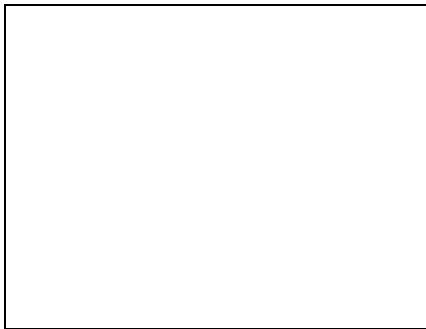
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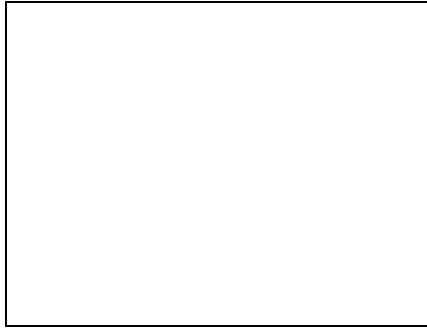
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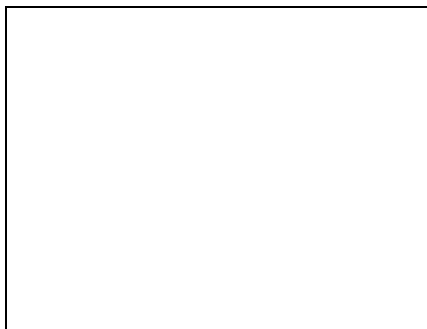
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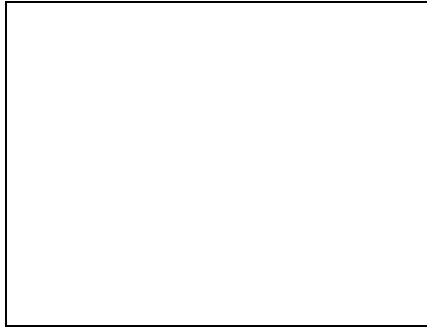
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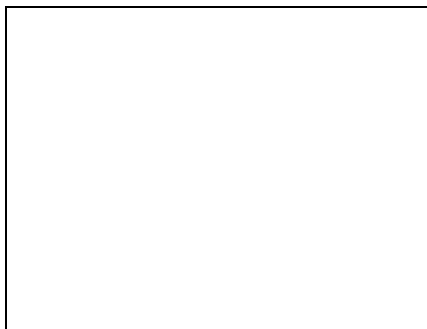
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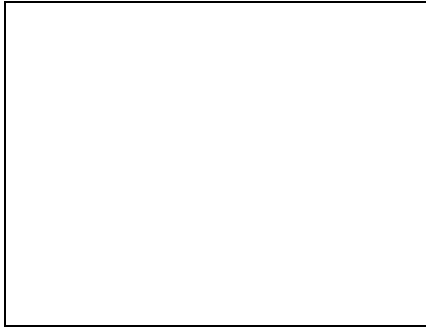
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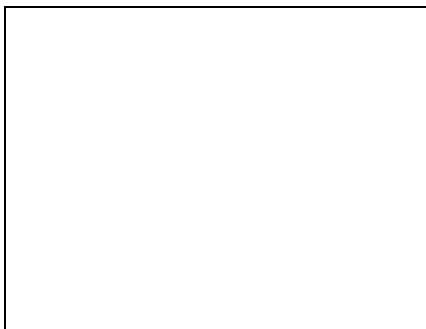
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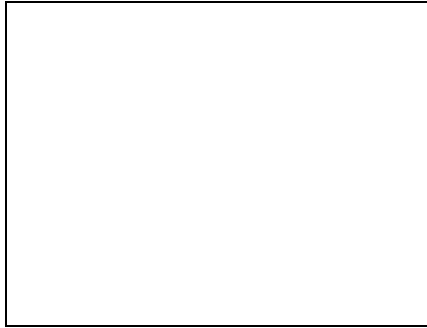
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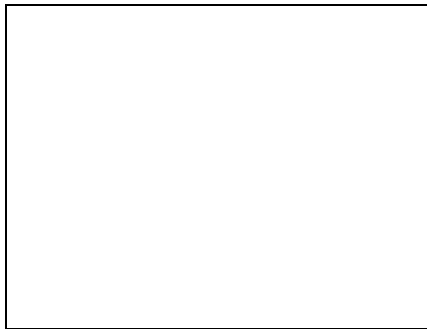
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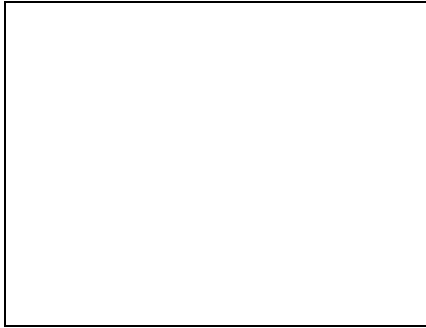
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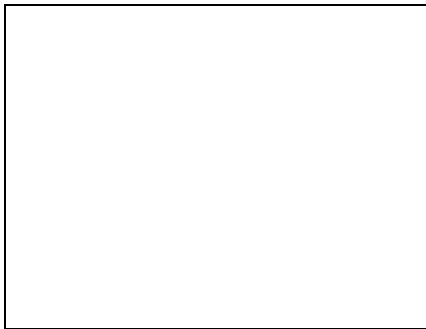
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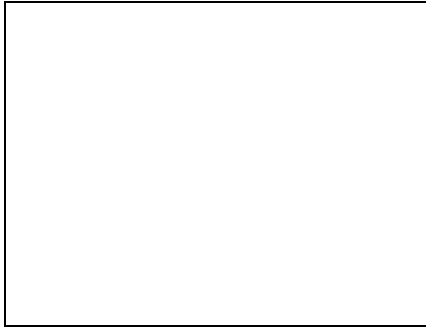
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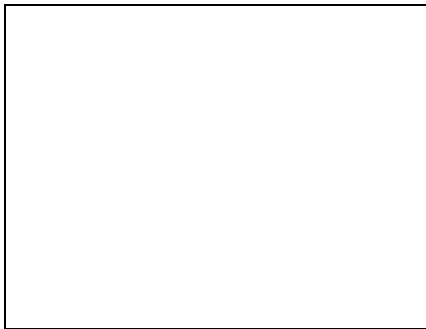
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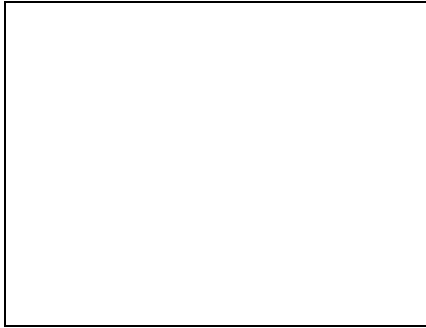
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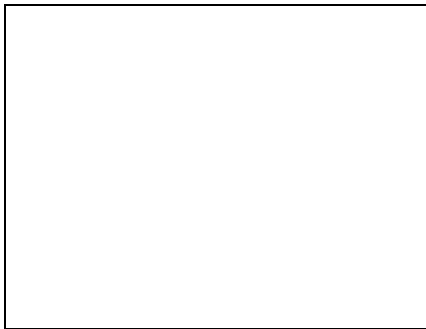
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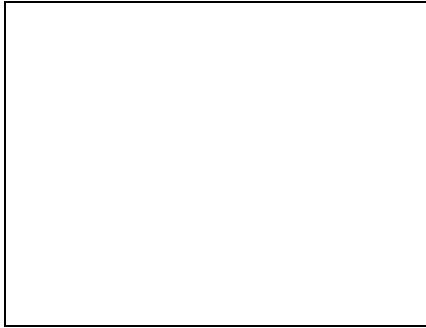
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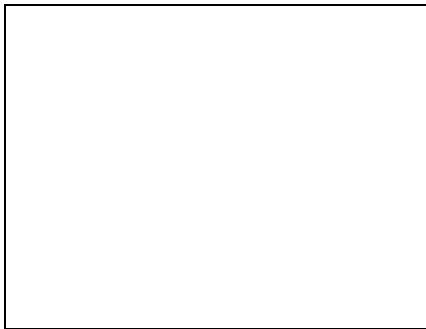
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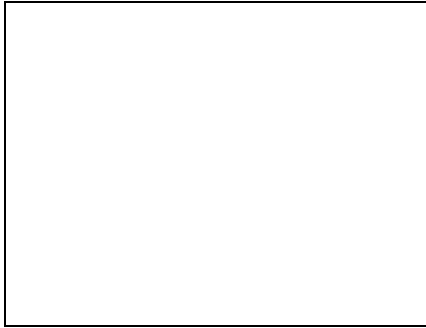
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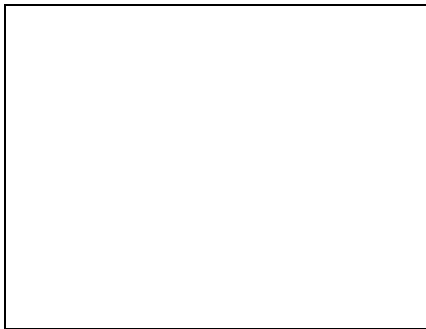
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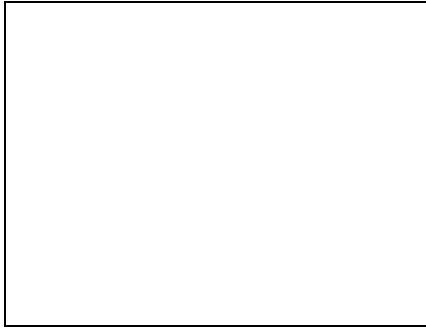
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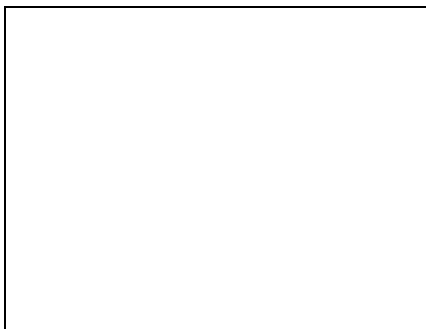
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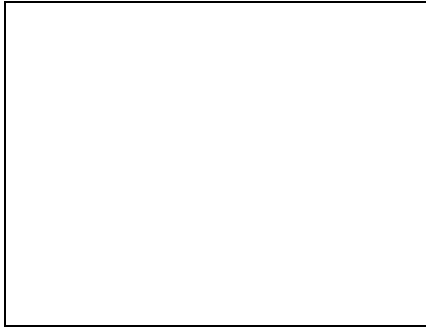
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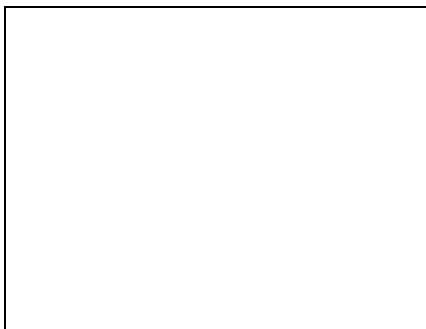
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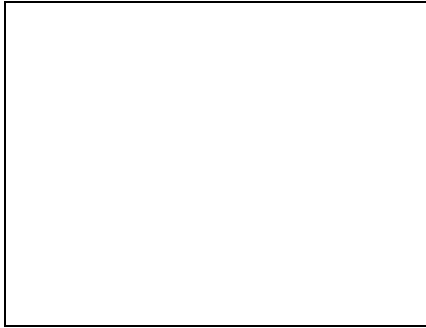
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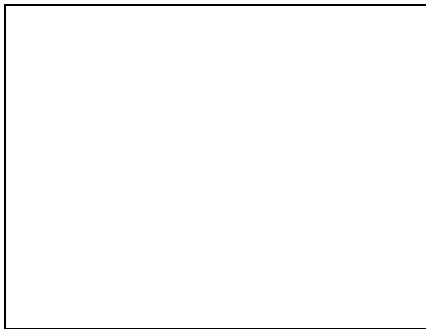
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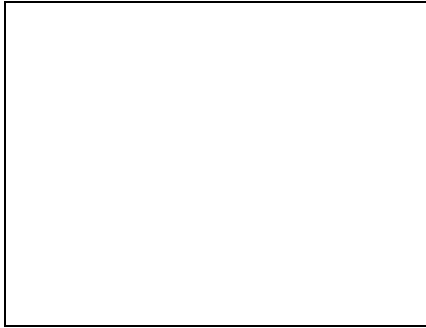
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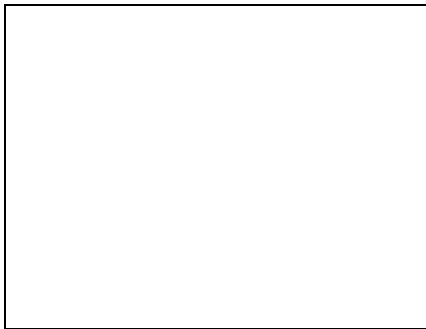
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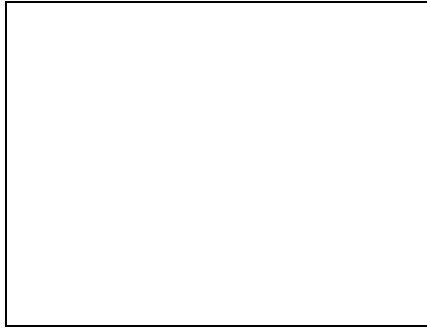
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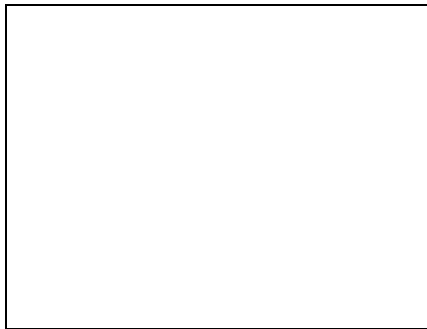
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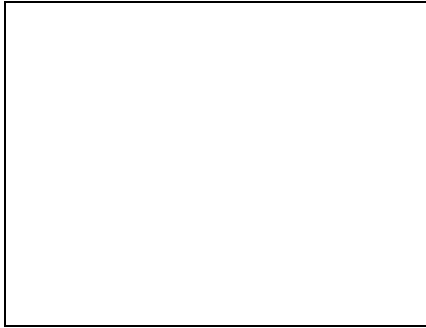
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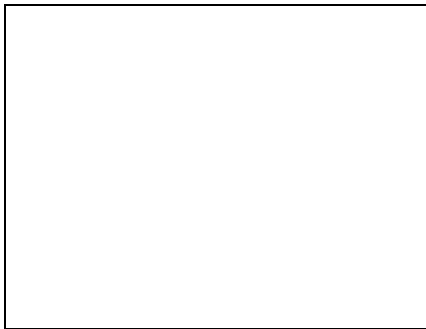
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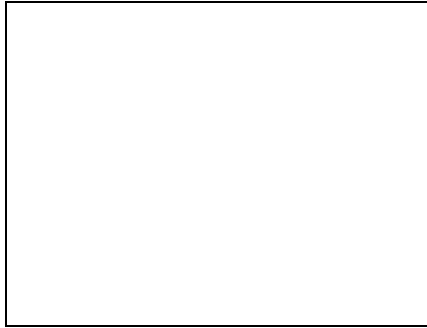
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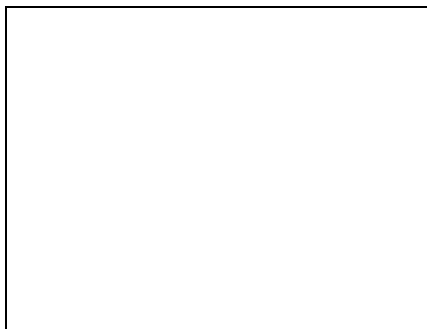
(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

STATE OF WASHINGTON)
) ss:
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____, 2013.



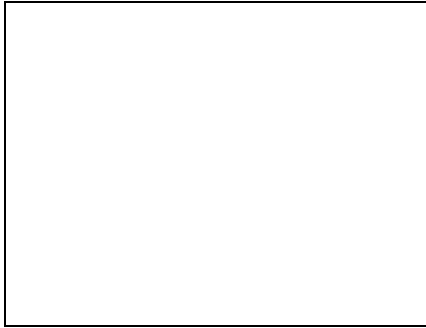
(Use this space for notarial stamp/seal)

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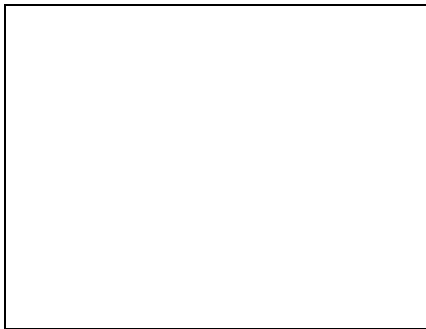
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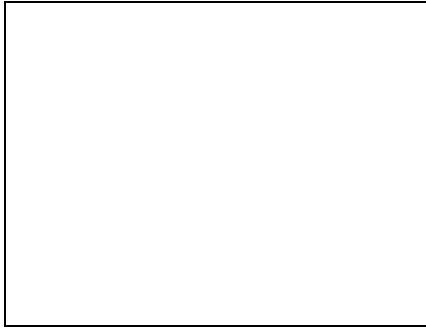
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Print Name _____
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STATE OF WASHINGTON)
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Dated: _____, 2013.



(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

EXHIBIT A

Legal Description of Declarant Property

PARCEL A:

LOTS 53-57, 69, 72, 74-75, 141-142, 254-265, 411-423, AND 441-476, INCLUSIVE, AND TRACTS 2A, 2B, 2C, 2E, 2F, 2G, 3A, 3B, 3C, 4A, AND 4C, INCLUSIVE, OAKPOINTE AT SUNRISE PDD – PHASE 1 (A.K.A. EMERALD RIDGE PDD), ACCORDING TO PLAT RECORDED MARCH 28, 2012 UNDER RECORDING NO. 201203285002 AND AFFIDAVIT OF MINOR CORRECTION OF SURVEY RECORDED UNDER RECORDING NO. 201204180679, RECORDS OF PIERCE COUNTY AUDITOR.

PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR PRIVATE ROAD AS DELINEATED ON OAKPOINTE AT SUNRISE PDD – PHASE 1 (A.K.A. EMERALD RIDGE PDD), ACCORDING TO PLAT RECORDED MARCH 28, 2012 UNDER RECORDING NO. 201203285002 AND AFFIDAVIT OF MINOR CORRECTION OF SURVEY RECORDED UNDER RECORDING NO. 201204180679, RECORDS OF PIERCE COUNTY AUDITOR.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

EXHIBIT B

Legal Description of Oakpointe Builder Lots

PARCEL A:

LOTS 111-116, 119, 123-124, 131-139, 234, 236-245, 253, 437-440, AND 477-483, INCLUSIVE, OAKPOINTE AT SUNRISE PDD – PHASE 1 (A.K.A. EMERALD RIDGE PDD), ACCORDING TO PLAT RECORDED MARCH 28, 2012 UNDER RECORDING NO. 201203285002 AND AFFIDAVIT OF MINOR CORRECTION OF SURVEY RECORDED UNDER RECORDING NO. 201204180679, RECORDS OF PIERCE COUNTY AUDITOR.

PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR PRIVATE ROAD AS DELINEATED ON OAKPOINTE AT SUNRISE PDD – PHASE 1 (A.K.A. EMERALD RIDGE PDD), ACCORDING TO PLAT RECORDED MARCH 28, 2012 UNDER RECORDING NO. 201203285002 AND AFFIDAVIT OF MINOR CORRECTION OF SURVEY RECORDED UNDER RECORDING NO. 201204180679, RECORDS OF PIERCE COUNTY AUDITOR.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

EXHIBIT C

Legal Description of HC Homes Lots

LOTS 101-102, 63-64, 66, 68, 58-62, 70, 71, 73, 140, AND 143-150, INCLUSIVE, OAKPOINTE AT SUNRISE PDD – PHASE 1 (A.K.A. EMERALD RIDGE PDD), ACCORDING TO PLAT RECORDED MARCH 28, 2012 UNDER RECORDING NO. 201203285002 AND AFFIDAVIT OF MINOR CORRECTION OF SURVEY RECORDED UNDER RECORDING NO. 201204180679, RECORDS OF PIERCE COUNTY AUDITOR.

PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR PRIVATE ROAD AS DELINEATED ON OAKPOINTE AT SUNRISE PDD – PHASE 1 (A.K.A. EMERALD RIDGE PDD), ACCORDING TO PLAT RECORDED MARCH 28, 2012 UNDER RECORDING NO. 201203285002 AND AFFIDAVIT OF MINOR CORRECTION OF SURVEY RECORDED UNDER RECORDING NO. 201204180679, RECORDS OF PIERCE COUNTY AUDITOR.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

EXHIBIT D

Legal Description of Individual Owner Lots

PARCEL A:

LOTS 65, 67, 72, 103-110, 117-118, 120-122, 125-130, 235, 246-252, AND 424-430, INCLUSIVE, OAKPOINTE AT SUNRISE PDD – PHASE 1 (A.K.A. EMERALD RIDGE PDD), ACCORDING TO PLAT RECORDED MARCH 28, 2012 UNDER RECORDING NO. 201203285002 AND AFFIDAVIT OF MINOR CORRECTION OF SURVEY RECORDED UNDER RECORDING NO. 201204180679, RECORDS OF PIERCE COUNTY AUDITOR.

PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR PRIVATE ROAD AS DELINEATED ON OAKPOINTE AT SUNRISE PDD – PHASE 1 (A.K.A. EMERALD RIDGE PDD), ACCORDING TO PLAT RECORDED MARCH 28, 2012 UNDER RECORDING NO. 201203285002 AND AFFIDAVIT OF MINOR CORRECTION OF SURVEY RECORDED UNDER RECORDING NO. 201204180679, RECORDS OF PIERCE COUNTY AUDITOR.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

EXHIBIT E

Legal Description of the Project

PARCEL A:

LOTS 53-75, 101-150, 234-265, AND 411-483, INCLUSIVE, AND TRACTS 2A, 2B, 2C, 2E, 2F, 2G, 3A, 3B, 3C, 4A, AND 4C, INCLUSIVE, OAKPOINTE AT SUNRISE PDD – PHASE 1 (A.K.A. EMERALD RIDGE PDD), ACCORDING TO PLAT RECORDED MARCH 28, 2012 UNDER RECORDING NO. 201203285002 AND AFFIDAVIT OF MINOR CORRECTION OF SURVEY RECORDED UNDER RECORDING NO. 201204180679, RECORDS OF PIERCE COUNTY AUDITOR.

PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR PRIVATE ROAD AS DELINEATED ON OAKPOINTE AT SUNRISE PDD – PHASE 1 (A.K.A. EMERALD RIDGE PDD), ACCORDING TO PLAT RECORDED MARCH 28, 2012 UNDER RECORDING NO. 201203285002 AND AFFIDAVIT OF MINOR CORRECTION OF SURVEY RECORDED UNDER RECORDING NO. 201204180679, RECORDS OF PIERCE COUNTY AUDITOR.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

EXHIBIT F

Emerald Pointe Fence Detail