

Timberline Park Association of Lot Owners
20153 NE 42nd Street
Sammamish, Washington 98074

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
TIMBERLINE PARK ASSOCIATION OF LOT OWNERS
Revised May 2019**

**ARTICLE I
DEFINITIONS**

- Section 1.** "Association" shall mean and refer to the TIMBERLINE PARK ASSOCIATION OF LOT OWNERS, its successors and assigns.
- Section 2.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities of the Declarant of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security of the performance of an obligation.
- Section 3.** "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- Section 4.** "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owner. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows: Tracts A, B, C and D of the Timberline Park plat.
- Section 5.** "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and Tracts E, F, G, H and I.
- Section 6.** "Declarant" shall mean and refer to the President of the Board of Directors of Timberline Park Association of Lot Owners.
- Section 7.** "Board" or "Board of Directors" may be used interchangeably and shall mean the duly appointed or elected Board of Directors of Timberline Park Association of Lot Owners as provided in the Articles of Incorporation and By-Laws of said association.

- Section 8.** "Architectural Control Committee" shall mean the duly appointed or elected committee of the Board of Directors as outlined in Article VI of this declaration, hereinafter referred to as the "Committee".
- Section 9.** A "Non-Owner Occupied Home" shall mean a home in Timberline Park that is not occupied by its Owner.
- Section 10.** "Solar Energy Panels" shall mean a panel device or system or combination of panel devices or systems that collects sunlight for uses including, but not limited to: heating or cooling of a structure; the heating or pumping of water or the generation of electricity.

ARTICLE II PROPERTY RIGHTS

- Section 1.** Owners' Easements of Enjoyment.
The ownership of each lot shall include an undivided 1/90th interest in the Common Area. No lot owner shall, by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the undivided interest in the Common Area and no lot owner or other person shall have the right to the Common Area partitioned or divided. Every owner shall have a right and easement of enjoyment in, and to, the Common Area, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area; The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of the members has been recorded.
- Section 2.** Non-Owner Occupied Homes.
A Non-Owner Occupied Home must comply with the standards set forth in the CC&Rs.
- Home Owners shall be responsible to communicate with the Board regarding their Property.
- Each Owner who contracts with a Tenant to occupy the property shall submit to the Board a Non-Owner Occupied Home Registration Form within thirty (30) days of completing each new lease agreement.
- A Non-Owner Occupied Home which is vacant must be actively managed by the Home Owner or company who is responsible for maintaining the property within the standards as set forth in the CC&Rs.

A Non-Owner Occupied Home may be occupied by a Tenant in its entirety for no less than six months. No individual rooms or small structures on the lot may be leased or sublet.

All Owners are responsible for any infractions of the CC&Rs by Tenants. When notified of a Tenant violation of the CC&Rs the Home Owner must respond in a timely manner. Expectation of response from Home Owners to the Timberline Park Association of Lot Owners Board is by email or phone within 48 hours with remedy of the infraction as set forth in these CC&Rs or within a mutually agreed upon time.

In the event an Owner fails to maintain the exterior or grounds of the premises and the improvements situated thereon in accordance with Article II, Section 1 and Article III, Section 1 in a manner which then results in complaints, the Architectural Control Committee, with the Board's approval, shall have the responsibility to enact any or all of the measures defined in Article III Section 2.

Section 3. Effect on Insurance.

Nothing shall be done or kept in any Common Areas which will increase the rate of insurance on the Common Areas or other lots or improvements without the prior written consent of the Board. Nothing shall be done or kept in any Common Areas which will result in the cancellation of insurance on any part of the common areas, or which would be in violation of any laws.

Section 4. Alteration of Common Areas.

Nothing shall be altered or constructed in or removed from any except upon the prior written consent of the Board.

Section 5. Dumping in Common Areas.

No trash, plant or grass clippings, or other debris of any kind shall be dumped, deposited or placed on any Common Area.

Section 6. Construction Activity.

No structure shall be erected, placed, or altered on any lot until the construction plans and specifications have been approved by the Architectural Control Committee, according to the provisions outlined in Article VI of the CC&Rs. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finished staining, within three months after the date of commencement of construction (See Article III, Sections 2&3, Exterior Maintenance/Enforcement Policy, Appeal Process). Variances can be granted by the Architectural Control Committee.

Section 7. Building Materials.

All homes constructed on each lot shall be built of new material, with the exception of decor items such as used brick, weathered planking, and similar items. The determination of the Architectural Control Committee is to be rendered as to whether a used material is a decor item or not. Roofing material options are; 1) Unpainted cedar shingles (shakes), 2) Tile, 3) Stone-coated steel shakes, or 4) three-piece laminated fiberglass composition*. Quality, color and style of the latter three require approval of the Architectural Control Committee.

*Composition selections include, but are not limited to, the following:

1. Presidential TL** made by CertainTeed (480 lb/sq)
2. Woodmoor made by Owens Corning (465 lb/sq)
3. Grand Canyon made by GAF (462 lb/sq)
4. Paramount Advantage made by PABCO (495 lb/sq)

All siding and trim are to be re-sawn wood or fiber cement siding material similar to Hardie Board of a color to be approved by the Architectural Control Committee. All visible masonry shall be native stone, brick or stucco.

Driveways are to be replaced with exposed aggregate concrete having a similar appearance as the typical exposed aggregate concrete driveways in Timberline Park. Driveway replacement requires Architectural Control Committee approval.

Driveway decorative trim additions may be permissible if they conform to the general appearance and character of the Timberline Park neighborhood. Decorative trim additions, or changes to existing decorative trim, require Architectural Control Committee approval.

Section 8.

Landscaping and Fencing.

No permanent structures or landscaping of any kind, including fences, walls or shrubs, may be built or placed within any of the road right-of-ways and easements as delineated on the plat, except as deemed appropriate by the Architectural Control Committee and except as noted below. Fences, walls or shrubs are permitted along lot lines of each lot, subject to Architectural Control Committee approval, subject further to said fences, walls or shrubs possible necessity of removal due to use of utility easements as contained on the face of the plat and other easements elsewhere recorded. No barbed wire, chain link or corrugated fiberglass fences shall be erected on any lot. All fences, open and solid, are to meet the standards set by the Architectural Control Committee. Financial responsibilities for the repair and maintenance of fences separating, or adjoining, two or more lots shall be resolved by the lot owners affected. Repaired or replaced fences shall maintain the same design appearance as the original fence. Should all affected lot Owners decide upon an appearance change, the change shall be approved by the Architectural Control Committee.

Section 9.

Temporary Residence.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding, shall be used on any lot at any time as a residence, either temporarily or permanently. No individual rooms or small structures on the lot may be leased or sublet.

Section 10.

Contractor.

No home may be constructed on any lot by other than a contractor licensed as a general contractor under the statutes of the State of Washington without the prior approval of the Architectural Control Committee.

Section 11.

Wiring.

The wiring to accessory buildings of any type shall be underground.

Section 12. Antennae.

No radio, television, satellite antennae, or transmitters of any type shall extend above the roof ridge-line of a dwelling, and no separate towers therefore shall be permitted. No satellite receiving antennae greater than 1.5 feet (0.5 meters) in diameter shall be installed at any location on a lot, common area or native growth area. Any satellite antenna meeting the size restrictions above, shall be mounted such that it cannot be seen from the street side of the home.

Section 13. Residential Roof and Ground Mounted Solar Energy Panels.

A home owner wishing to install solar energy panels is required to submit an Architectural Control Committee Request Form for Approval and also to comply with legal standards set forth by Washington State, King County and the City of Sammamish. Solar energy panels must meet all applicable installation, health & safety standards and requirements imposed by State and Local permitting authorities.

Roof mounted solar energy panels must conform to the slope of the roof and must be parallel to the roof ridge. The solar panel frames, support brackets or any visible piping and / or wiring must be made to coordinate with the color, style and décor of the roof material and the home outer wall paint color.

No ground mounted solar energy panel may be placed in the front yard of any lot and must not be able to be seen from the street. Ground mounted solar energy panels must be shielded from the view of residents of any neighboring lot or home. No ground mounted solar energy panel may extend more than five (5) feet above the lowest grade ground upon which it is mounted.

Home owners or residents who install solar energy panels are required to indemnify or reimburse the association or its members for loss or damage caused by the installation, maintenance, or use of a solar energy panel, including reasonable attorney fees and costs.

No solar energy panels may be installed in any common area in Timberline Park.

Section 14. Signs.

No sign of any kind shall be displayed to the public view on or from any Common Area without the prior written consent of the Board. No sign, billboard or other advertising structure or device shall be located, placed or maintained on the Properties, except that a sign not to exceed four square feet in area may be placed on a lot to offer the property for sale or rent; and a maximum of three political yard signs pertaining to candidates or issues on the ballot in the in-progress election, not to exceed four square feet in area each may be displayed on a private lot for 30 days before to three days after any primary or general Election Day.

No political yard signs may be displayed in common areas, on the property of others or within road or sidewalk rights of way. No political yard signs may be placed in a manner which may create a vision restriction for persons traveling on Timberline Park sidewalks, streets or driveways.

The Committee may cause any sign placed on the Properties in violation of this provision to be removed and destroyed.

- Section 15.** Delegation of Use.
Any owner may delegate, in accordance with the By-Laws of the Timberline Park Association of Lot Owners, his right of enjoyment of the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.
- Section 16.** Animals.
Except as specifically provided in King County Zoning Code, no animals except dogs, cats, caged birds, fish in tanks and other small household pets will be permitted on any lot. Leashed animals are permitted within road right-of-ways. At no time will animals be permitted on road right-of-ways unattended. The person accompanying the leashed animal is required to clean up after their animals immediately. All pens and enclosures must be kept clean and odor free at all times. Any complaints must be substantiated by the Architectural Control Committee and remedied by the said homeowner within ten (10) days of receipt of written notice. Failure to comply with said notice will result in a fine of \$100.00 per day.
- Section 17.** Nuisances.
No lot shall be used in whole or part for storage of anything which will cause the lot to appear in an unclean, disorderly or untidy condition, including but not limited to, boats, trailers, recreation vehicles, and disabled vehicles of any kind whatsoever. No noxious activity or thing shall be permitted on a lot. Nothing shall be done or permitted on any lot which may be or become a nuisance or unreasonably interfere with the use and enjoyment of any part of the Properties.

ARTICLE III MAINTENANCE OF EXTERIOR AND GROUNDS

- Section 1.** Exterior Maintenance by Owner.
Each lot shall be maintained by the owner thereof in a neat, clean and sightly condition at all times and shall be kept free of accumulation of litter, junk, containers, equipment, building materials and other debris. All refuse shall be kept in sanitary containers concealed from view of any lot, and the containers shall regularly be emptied with the contents disposed of off the Properties. No grass cuttings, leaves, limbs, branches, and other debris from vegetation shall be dumped or allowed to accumulate on any part of the Properties, except that a regularly tended compost device shall not be prohibited. No storage of goods, vehicles, boats, trailers, trucks, campers, recreational vehicles or other equipment or device shall be permitted in open view from any lot, EXCEPT this shall not exclude temporary (less than 24 hours) parking of vehicles on the designated driveway areas adjacent to garages on the lots. This paragraph is not meant to disallow permanent (more than 24 hours) parking or storage of vehicles on the lots, but if stored, they shall be adequately screened from view. Screening shall have approval of the Architectural Control Committee. The Architectural Control Committee has authority to have towed at owner's expense any unsightly vehicles visible from the street, parked for more than 24 hours (See Article III, Section 2. Exterior Maintenance/Enforcement Policy).
- Section 2.** Exterior Maintenance/Enforcement Policy.
In the event a Homeowner and/or Occupant fails to maintain the exterior of the premises and the improvements situated thereon in general accordance with Article II, Section 5

and Article III, Section 1 above, in a manner that results in neighbor complaints, the Architectural Control Committee, with Board approval, shall have the responsibility to enact any or all of the below actions at the Board's discretion:

1. Make personal contact with the Homeowner and/or Occupant to advise them of the complaints and need to remedy the reason for the complaints within 14 days for lot, landscaping or lawn maintenance issues; or within 30 days for exterior building maintenance/repair issues. In extenuating circumstances, a mutually agreed upon timeline extension for resolution of complaint issues may be set by agreement between the homeowner and the Board.
2. If resolution is not forthcoming within 14 days or 30 days (or mutually agreed upon timeline) as set forth in this section paragraph 1., above, make written notification in person or via Certified Mail, to the Homeowner and/or Occupant, of the violation with the need to comply with the remedy within 30 days or face imposition of a \$250 fine.
3. If resolution is not forthcoming, at a date no less than 30 days following written notification described in paragraph 2, above, the Board shall make written notification to the Homeowner and/or Occupant, in person or via Certified Mail, of imposition of a fine in the amount of \$250.
4. Make written notification in person or by Certified Mail, to the Homeowner and/or Occupant, of the intent to remedy the violation, through its agents or assigns, to enter upon the property and to repair, maintain and/or restore the lot and the exterior of the buildings and any other improvements thereon if the Homeowner and/or Occupant thereof shall fail to respond in a manner satisfactorily to the Committee within thirty (30) days. The cost of such repair, maintenance and/or restoration shall be assessed against the Owner, and the Committee, with Board approval, shall have the right to cause to be recorded a Notice of Lien for labor and materials furnished, which lien may be enforced in the manner provided by law.

Section 3. Exterior Maintenance/Enforcement Policy – Appeal Process.

At any time during the Enforcement Process the Homeowner shall have the right to lodge an Appeal with the Board of the Timberline Park Association of Lot Owners. Said Appeal shall be in writing and received within the timeframe of Steps 1, 2, or 3 of the Enforcement Process as outlined in Section 2 above. The Appeal Process shall commence immediately upon receipt of the written Appeal Notice and shall be resolved within 60 days of receipt of the Appeal Notice by the Board of the Timberline Park Association of Lot Owners. The Homeowner shall be bound by the ultimate decision of the Board and, if required by the findings, will commence resolution of the issues, as stated in the enforcement notifications, within 30 days of issuance of the Board findings.

Section 4. Maintenance of Tracts.

There exists certain areas of real property within the Plat of Timberline Park designated on the face of the plat as Tracts A, B, C and D which are Common Areas designated as open space. The Association, as owner thereof, shall maintain and regulate the use of said Common Areas for the benefit of each lot within the plat in accordance with the requirements set forth by the plat of Timberline Park, and shall do all things necessary to preserve and subject in their entirety to a Native Growth Protection easement. It is the responsibility of the Association to insure that no structure, fill or obstruction, including but not limited to fences, outbuildings, decks patios or overhangs shall be permitted

within Tracts A, C and D, nor shall there be cutting or clearing of native trees or indigenous vegetation, except as required to provide safety for residential improvements or to control plant disease.

Section 5. Maintenance of Private Roads.
Tracts E, F and G of Timberline Park are designated for access of private road. Tract E is dedicated to lots 87 and 88 with equal and undivided interest; Tract F is dedicated to lots 85 and 86 with equal and undivided interest; Tract G is dedicated to lots 2 through 6 with equal and undivided interest. Maintenance, and the cost thereof, of each tract is to be shared equally by lots with interest in that tract. Easements are provided over entire tracts for ingress, egress and utility purposes.

Section 6. Damage to Tracts.
Any damage to any Tract A, B, C, D, E, F or G or the improvements hereon, including landscape plantings, curbs, street surfaces, pathways, etc., by the property owners, their children, agents, visitors, friends, relatives, or service personnel shall be repaired by said property owner within forty eight (48) hours, or the Architectural Control Committee shall execute said repair and Owner will immediately remit funds for billing plus twelve (12) percent.

Section 7. Island Planter Maintenance.
The maintenance of the planter islands within public right-of-way and within Tract 6 shall be the responsibility of the Owners of adjacent lots. Specifically, lots 3 through 6 shall maintain the planter island in N.E. 40th Court; lots 50 through 55 the island in 201st Place N.E.; lots 81 through 84 the island in the bubble off 203rd Ave. N.E.; and lots 89 and 90 the island in N.E. 39th Street.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership.
Every owner of a lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot, which is subject to assessment.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.
Each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's 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, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, as provided in article III.

Section 3. Maximum Annual Assessment.

Until January 1 of the year immediately following the conveyance of the first lot to an Owner the maximum annual assessment shall be Twenty-Five and No/100 dollars (\$25.00) per lot. (a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership. (b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3) of the membership who are voting in person or by proxy, at a meeting duly called for this purpose. (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvement.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote from the membership who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article V shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 6. Uniform Rate of Assessment.

Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments.

Due Dates: The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the

calendar year. The Board of Directors shall fix the amount of the annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

- Section 8.** Effect on Nonpayment of Assessments: Remedies of the Association.
Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12 percent per annum. The Association may bring an action of law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.
- Section 9.** Subordination of the lien to Mortgage.
The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.
- Section 10.** Exempt Property.
All property dedicated to, and accepted by, local public authority shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments, except as provided in Section 6 of this Article.
- Section 11.** Insurance – Lots.
The Association shall have no obligation to pay any insurance on the Lots or the structures thereon except as expressly provided herein.

ARTICLE VI ARCHITECTURAL CONTROL

- Section 1.** Committee Composition.
There is hereby designated and appointed an Architectural Control Committee consisting of not less than three nor more than five members (hereinafter called the "Committee"). A member of the Committee may be removed by the Board upon a vote of 66 2/3% of all members of the Board. The Board may increase the number of members of the Committee up to a maximum of five (5) total members by a vote of 66 2/3% of the entire Board. An election to fill either a newly created position on the Committee or a vacancy on the Committee requires the vote of a majority of the entire Board, however, the Board is not obligated to fill a vacancy on the committee unless the membership of the Committee numbers less than three (3) persons. The Committee may unanimously designate one or more of its members or a third party to act for and on behalf of the Committee with respect to both ministerial matters and the exercise of judgments vested in the Committee, subject to review by the Committee at the request of any member

thereof. The address of the Committee shall be the registered office of the Association. In the event the Committee does not have more than three (3) members, action by the Committee must be by unanimous approval of all members. In the event the Committee has more than three (3) members, a majority of the entire Committee is required for a decision of the Committee. No member of the Committee shall be entitled to any compensation for services performed on behalf of the Committee and shall have no financial obligation of any kind based upon his/her actions as a member of the Committee.

Section 2. Buildings and Improvements.

All buildings and improvements on a Lot shall be of permanent construction, and no temporary structure, trailer, tent, garage, outbuilding or other similar device shall be placed on any Lot except with permission of the Committee. No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Committee as to harmony of external design and location in relation to surrounding structures and topography.

Section 3. Submission of Plans.

All plans and specifications for proposed alterations or improvements to a lot shall be submitted to the Architectural Control Committee Chairperson, shall be in writing, shall contain the name and address of the person submitting the same and shall set forth the following with respect to the proposed alterations or improvements: The location of the proposed alteration or improvement upon the Lot including setbacks; the elevation of any proposed alteration or improvement with reference to the existing and finished lot grade; the general design; the exterior finish materials and color including roof materials; the landscape plan; and such other information as may be required to determine whether the alteration or improvement conforms with these restrictions.

Section 4. Standards.

The Committee shall have the authority to determine and establish standards involving aesthetic considerations of harmony of construction and color which it determines to be in the best interest of providing for attractive development of the Subdivision, which authority shall include but not be limited to the height, configuration, design and appearance of the dwelling and fences, walls, outbuildings, pools and other structures appurtenant to the use of a dwelling. As to all improvements, construction and alteration, the Committee shall have the right to refuse to approve any design, plan or color. The Committee shall have the right to take into consideration the suitability of the proposed building or structure and material of which it is to be built and the exterior color scheme, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building or structure or alterations therein as planned on the outlook of the adjacent or neighboring property and any and all other factors which, in the Committee's opinion, shall affect the desirability or suitability of such proposed structure, improvement or alteration. Such determinations may be amended and shall be binding on all persons.

Section 5. Approval/Disapproval.

Within thirty days after the receipt of plans and specifications, the Committee shall approve or disapprove such plans and specifications and may disapprove such plans and specifications which in its opinion do not conform to these restrictions or its aesthetic

standards. Approval or disapproval shall be made upon one of the copies thereof and returned to the address shown on the plans and specifications. In the event that no disapproval of such plans and specifications is given within thirty days of submission in compliance herewith, copies of such plans and specifications shall be delivered to the owner of each adjacent lot within the "properties" together with a statement to the effect that 1) the said plans and specifications have been submitted to the Committee, that 2) thirty (30) days have expired since the date of said submission and that no action has been taken thereon by the Committee, and that 3) unless suit to enjoin the construction pursuant to the submitted plans and specifications is commenced within ten (10) days of delivery of copies, construction will begin pursuant to said plans and specifications. If no suit to enjoin the construction is commenced within ten (10) days of delivery of copies of submitted plans, specifications and statement detailing above described items, said plan and specifications shall be deemed to be approved by the Architectural Control Committee and construction pursuant to said plans may be commenced. No owner shall be enjoined or subjected to other equitable relief or be required to respond in damages to any other owner or owners for any action taken of construction commenced or completed with the approval of the committee or subsequent to notice as herein provided. In all cases, the ultimate responsibility for satisfying all local governmental building codes and requirements, etc. rests with the homeowner or builder. The Architectural Control Committee shall be held harmless from building requirements not complied with.

Section 6. Advisors.

The Committee may appoint advisors or advisory committees from time to time to advise on matters pertaining to the properties. No person on the Committee or acting for it shall be responsible for any defect in any plan or specification submitted or approved nor for any defect in any work done according to such plans and specifications.

Section 7. Variations.

The Committee shall have the authority to approve plans and specifications which do not conform to these restrictions in order to overcome practical difficulties or prevent hardships in the application of these restrictions; provided that such variations so approved shall not be materially injurious to the improvements of the lots and shall not constitute a waiver of the restrictions herein contained but shall be in furtherance of the purposes and intent of these restrictions.

Section 8. Enforcement.

In any judicial action to enforce the Committee's decision the losing party shall pay the prevailing party's attorney's fees and costs including those incurred in connection with any appeal.

ARTICLES VII GENERAL PROVISIONS

Section 1. Enforcement.

The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by

any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability.
Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Annexation.
Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of the members.

STATE OF WASHINGTON - COUNTY OF (King).

On this 17th day of June 2019, before me, the undersigned, a Notary Public, personally appeared Philip Cyphers, President of the Timberline Park Association of Lot Owners, The Association that executed the within instrument, and acknowledged the said instrument to be the free and voluntary act, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

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

Stacy Larkin
Notary Public in and for the State of Washington,

Residing at Redmond

IN WITNESS WHEREOF, the undersigned, being the declarant herein, has hereunto set his hand and seal this

17th day of June, 2019.

Philip Cyphers

Declarant
By: Philip Cyphers

