

**Brae Burn, Inc.
2409 182nd Ave NE
Redmond WA 98052**

**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR BRAE BURN, INC.**

Date: December 12, 2005

**Reference: Auditors File No 5898008, 5906031,
6168085, and 8505020879**

**Grantor: Ron Campbell, Debra Holman
Grantees: Steve Clarke, Darlene Sobieck, Mike Nunn,
Len Milbrandt, Phil Van Eynde, Kent Carpenter,
Carol Helland**

**Legal Description:
Plat of Brae Burn, as recorded in Volume 77 of Plats,
Pages 95 & 96, Records of King County,
Except for Lots 1 and 2.**

**Tax Parcel ID#
103600-0010-04
103600-0020-02**

**DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
FOR BRAE BURN INC.**

TABLE OF CONTENTS

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BRAE BURN, INC... 1

ARTICLE 1. DEFINITIONS..... 1

 1.1 THE "CORPORATION"..... 1

 1.2 "PROPERTIES"..... 1

 1.3 "COMMON PROPERTIES"..... 1

 1.4 "LOT"..... 1

 1.5 "OWNER"..... 1

 1.6 "MEMBER"..... 1

 1.7 "BOARD OF TRUSTEES"..... 2

ARTICLE 2. PROPERTY SUBJECT TO THIS DECLARATION..... 2

 2.1 PROPERTIES SHALL BE SUBJECT TO DECLARATION. 2

 2.2 ADDITIONS TO EXISTING PROPERTIES..... 2

ARTICLE 3. MEMBERSHIP AND VOTING RIGHTS IN THE CORPORATION 2

 3.1 MEMBERSHIP. 2

 3.2 VOTING..... 2

ARTICLE 4. PROPERTY RIGHTS IN THE COMMON PROPERTIES..... 3

 4.1 IMPROVEMENTS THEREON. 3

 4.2 MEMBER'S EASEMENT OF ENJOYMENT. 3

 4.3 EXTENT OF MEMBER'S EASEMENT..... 3

ARTICLE 5. COVENANT FOR ASSESSMENTS..... 4

 5.1 MONTHLY ASSESSMENTS..... 4

 5.2 SPECIAL ASSESSMENTS..... 4

 5.3 SPECIAL ASSESSMENTS FOR INDIVIDUAL MEMBERS..... 4

 5.4 CREATION OF A LIEN AND PERSONAL OBLIGATION..... 4

 5.5 DUE DATE FOR ASSESSMENTS..... 4

 5.6 EFFECT OF NONPAYMENT OF ASSESSMENT: REMEDIES OF CORPORATION..... 4

 5.7 SUBORDINATION OF THE LIEN TO MORTGAGES..... 4

 5.8 EXEMPT PROPERTY..... 5

ARTICLE 6. GENERAL PROTECTIVE COVENANTS 5

 6.1 RESIDENTIAL CHARACTER OF PROPERTY..... 5

 6.2 ARCHITECTURAL AND LANDSCAPING CONTROL. 5

 6.3 LANDSCAPING AND EXTERIOR APPEARANCE. 6

 6.4 LOT SIZE..... 6

 6.5 HOME BUSINESSES..... 7

 6.6 PARKING OF PRIVATE VEHICLES..... 7

 6.7 PARKING OF COMMERCIAL VEHICLES..... 8

 6.8 PARKING AT BRAE BURN CLUBHOUSE PARKING LOT. 8

6.9	CONDITION OF VEHICLES.	8
6.10	ANNOYANCE OR NUISANCE.	8
6.11	RESIDENTIAL USE OF TEMPORARY STRUCTURES PROHIBITED.	8
6.12	DATE FOR COMPLETION OF CONSTRUCTION.	8
6.13	ANIMALS.	9
6.14	SIGNS.	9
6.15	UTILITY EASEMENTS.	9
6.16	UNDERGROUND UTILITIES.	9
6.17	SETBACK LIMITATIONS FOR BUILDINGS AND STRUCTURES.	9
6.18	FENCES, HEDGES, AND ENCLOSURES.....	10
6.19	ANTENNAS AND SATELLITE DISHES.....	10
6.20	MAILBOX SHEDS.....	11
6.21	RULEMAKING AUTHORITY.....	11
ARTICLE 7. GENERAL PROVISIONS.....		11
7.1	DURATION.....	11
7.2	AMENDMENT.	11
7.3	NOTICES.	11
7.4	ENFORCEMENT.....	11
7.5	SEVERABILITY.	12
7.6	MORTGAGES PROTECTED.	12
7.7	REPEALER AND GRANDFATHER CLAUSES.	12
7.8	EXECUTION OF COUNTERPARTS.	12
RESOLUTION		13
"EXHIBIT A" PROPERTY DESCRIPTION		14
"EXHIBIT B" REPEAL OF PRIOR DECLARATIONS.....		14
SIGNATURES		15

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BRAE BURN, INC.

THIS DECLARATION of Covenants, Conditions, and Restrictions for BRAE BURN ("Declaration") is made as of December 12, 2005, by the Owners of property located in BRAE BURN, legally described on Exhibit A attached.

WITNESSETH

WHEREAS, the Owners (defined below) own the real property described in Exhibit A (the "Property"), a residential community with a golf course and other common facilities for the benefit of the said community; and

WHEREAS, the Owners desire to consolidate and revise the separate covenants, conditions, and restrictions that currently bind the Property and subject the Property to the terms and conditions hereafter set forth, each and all of which is and are for the benefit of the Property and each Owner thereof;

NOW, THEREFORE, the Owners hereby declare that the Property is and shall be held, leased, transferred, sold, conveyed, occupied, and improved subject to the covenants, conditions, and restrictions set forth in this Declaration.

ARTICLE 1. DEFINITIONS

The following words when used in this Declaration or any amendment thereto (unless the context shall prohibit) shall have the following meanings:

1.1 The "Corporation" shall mean and refer to Brae Burn, Inc., a nonprofit corporation organized and existing under the laws of the State of Washington, and its successors and assigns.

1.2 "Properties" shall mean all such existing properties and additions thereto, as are subject to this Declaration for the plat of Brae Burn, and such additions thereto as there may hereafter be brought within the jurisdiction of the Corporation by annexation as provided in Article 2.2 of this Declaration.

1.3 "Common Properties" shall mean all real property owned by the Corporation for the common use and enjoyment of the Members of the Corporation.

1.4 "Lot" shall mean any plot of land shown upon any recorded plat of the Properties, with the exception of Common Properties as heretofore defined.

1.5 "Owner" shall mean and refer to the record owner (whether one or more persons or entities) of a fee interest in any Lot, excluding Mortgagees or other persons or entities having such interest merely as security for the performance of any obligation. Purchasers or assignees under recorded real estate contracts shall be deemed Owners as against their respective sellers or assignors.

1.6 "Member" shall mean all those who are Members of the Corporation as provided in Article 3.1 of the Brae Burn By-laws.

1.7 "Board of Trustees" shall mean and refer to the Board of Trustees of the Corporation, as provided for in Article 7 of the Brae Burn By-laws. The Board of Trustees shall manage the corporate powers of this Corporation.

ARTICLE 2.
PROPERTY SUBJECT TO THIS DECLARATION

2.1 Properties Shall Be Subject to Declaration.

The Owners hereby declare that the Properties are, and shall be held, leased, transferred, sold, conveyed, occupied, and improved subject to this Declaration.

2.2 Additions to Existing Properties.

Upon approval in writing of the Corporation pursuant to a vote of its Members as provided in its Articles of Incorporation and/or By-laws, the Owner of any Property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Corporation may file a record of supplementary declaration of covenants, conditions, and restrictions which shall extend the scheme of the covenants, conditions, and restrictions of this Declaration to such property.

ARTICLE 3.
MEMBERSHIP AND VOTING RIGHTS IN THE CORPORATION

3.1 Membership.

3.1.1 Every person or entity who is the fee Owner of any Lot or Lots which is or are subject by covenants of record to assessment by the Corporation shall be a Member of the Corporation, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation may not be a Member. Membership in the Corporation shall be inseparably appurtenant to the fee ownership in any Lot. Membership may be transferred only by transfer of title to a Lot. However, a Member may assign its entire rights to use the Common Properties to a tenant or tenants of a Lot subject to rules established in the By-laws. The Board of Trustees may deny such an assignment for cause.

3.1.2 When there are multiple fee Owners, only one joint Owner shall be designated as the Member entitled to use the common properties and facilities. When the Owner is a corporation or other entity, the corporation or entity shall appoint one person from the corporation or entity as the Member entitled to use the common properties and facilities. Only the designated Member's immediate family shall have membership privileges for the common properties and facilities. "Immediate Family," as used in this paragraph, is defined as the spouse or partner, and the children of the Member, spouse, or partner who are permanently living with the Member.

3.2 Voting.

No person or entity shall have more than one (1) vote regardless of the number of Lots owned by such person or entity, and the interest of each Member shall be equal to that of any other Member, and no Member may acquire any interest which shall entitle that Member to any greater voice, vote or authority than any other Member. If any Lot or Lots are held jointly by two (2) or more persons, the several Owners of such interest shall be entitled collectively to cast one (1) vote, and in such event, the said joint Owners shall designate one of their number as "Member." Any Lot owned by a Corporation, business or entity shall identify one representative to cast one (1) vote.

ARTICLE 4. PROPERTY RIGHTS IN THE COMMON PROPERTIES

4.1 Improvements Thereon.

It is understood and agreed that to the extent authorized by the By-laws or Articles of Incorporation for the Corporation, the cost of construction or maintenance of any improvements on the Common Properties may be financed by a mortgage upon the Common Properties and improvements thereon, to be amortized out of the monthly or special assessments upon Properties subject to assessment as provided in this Declaration.

4.2 Member's Easement of Enjoyment.

Subject to the provisions in Article 4.3 below, every Member shall have a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot.

4.3 Extent of Member's Easement.

In addition to the conditions in Article 4.2 above, the rights and easements of enjoyment created hereby shall be subject to the following:

4.3.1 The right of the Corporation, in accordance with its Articles of Incorporation and By-laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said Properties, in which event said rights and easements of enjoyment shall be subordinate and inferior to the lien rights of the mortgagee or mortgagees;

4.3.2 The right of the Corporation to take such steps as are reasonably necessary to protect any such mortgaged property against foreclosure, including, but not limited to, the right to charge admission and other fees as a condition to continued enjoyment by the Members, and if necessary, to open the enjoyment of such Properties to the public or to others;

4.3.3 The right of the Corporation to suspend the enjoyment rights of any Member for any period during which any assessment payable by him remains unpaid, as provided in its Articles of Incorporation, Article 7.4 of this Declaration, or the By-laws;

4.3.4 The right of the Corporation to suspend the enjoyment rights of any Member for infraction of this Declaration, the By-laws or Rules established by the Board of Trustees;

4.3.5 The right of the Corporation to charge reasonable admission and other fees for the use of the Common Properties; and

4.3.6 The right of the Corporation to dedicate or transfer all or any part of the Common Properties to any governmental unit or public agency or authority or public utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, or determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by more than fifty percent (50%) of the Members entitled to vote has been recorded with the King County Auditor approving the dedication, transfer, purpose or condition.

ARTICLE 5. COVENANT FOR ASSESSMENTS

5.1 Monthly Assessments.

Each Owner of any Lot subject to this Declaration by acceptance of a deed, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay a monthly assessment or charge for the purpose of promoting the recreation, health, safety and welfare of the residents in the Property, including the construction, establishment and maintenance of Properties, services and facilities devoted to this purpose, and related to the use and enjoyment of the Common Properties, the payment of taxes and insurance on the Common Properties and improvements, repair, replacement, and additions to Common Properties or any other purpose identified in this Declaration, the By-laws, or Articles of Incorporation.

5.2 Special Assessments.

In addition to the monthly assessments authorized by Article 5.1, the Corporation may levy special assessments for capital improvements upon the Common Properties, or for payment of debts secured by a mortgage on the Common Properties, as provided in this Declaration, the Articles of Incorporation, or the By-laws.

5.3 Special Assessments for Individual Members.

The Corporation may also levy special assessments against a particular Lot to cover the costs incurred in bringing a Lot into compliance with these Covenants, including without limitation attorneys' fees, or costs incurred as a consequence of the conduct of the Member or occupants of a Lot, their agents, contractors, employees, licensees, invitees, or guests, provided that the Board of Trustees shall give the Owner prior written notice and an opportunity for a hearing before levying any such special assessment.

5.4 Creation of a Lien and Personal Obligation.

The monthly and special assessments provided for in Article 5.1, 5.2 and 5.3, together with any interest, costs of collection and attorneys' fees, as provided for in this Declaration, shall be a charge upon the land and shall be a continuing lien upon the Lot against which each such assessment is made which shall bind the Lot of such Owner and his successors in interest from the date the assessment became due until fully paid. Each such assessment, together with any interest, cost of collection, and attorneys' fees, shall also be a personal obligation of any person or entity who was the Owner of such Lot at the time the assessment fell due. Such lien, when delinquent, may be enforced by suit, judgment, and judicial or nonjudicial foreclosure.

5.5 Due Date for Assessments.

The monthly assessments for a Lot provided for in Article 5.1 shall be due and payable on the first day of the calendar month following the date of the deed and on the first day of each following calendar month. The due date of any special assessments under Article 5.2 shall be fixed by the resolution authorizing such assessment.

5.6 Effect of Nonpayment of Assessment: Remedies of Corporation.

If an assessment is not paid within thirty (30) days after it was first due and payable, a late fee, established by the Board of Trustees, may be assessed. The Corporation may bring an action at law against any person or entity obligated to pay the same and/or may institute an action to foreclose the lien against the Lot, and there shall then be added to the amount of such assessment all costs and expenses in connection with such action, and also a reasonable sum as attorneys' fees, which sums shall be included in any judgment or decree entered in such suit.

5.7 Subordination of the Lien to Mortgages.

The lien of the assessments provided for in this Declaration shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the same Lot, provided, however, that such

subordination shall apply only to assessments which shall have become due and payable prior to a sale or transfer of the Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure, and shall not apply after any such sale or transfer.

5.8 Exempt Property.

The following portions of the Property subject to this Declaration shall be exempt from the provisions of Article 5, and Article 6.1 through Article 6.20 of this Declaration:

- (a) The Common Properties;
- (b) All Properties dedicated to public use;
- (c) All Properties exempted from taxation by the laws of the State of Washington, upon the terms and to the extent of such legal exemption.

ARTICLE 6. GENERAL PROTECTIVE COVENANTS

6.1 Residential Character of Property.

6.1.1 All of the Lots, except Lots 1, 2 and 3, now or hereafter platted on the existing property or additions thereto, with the exception of the Common Properties, shall be known and described as "Residential Lots." No building of any kind shall be erected, altered, placed, or permitted to remain on any Residential Lot other than

- (a) one single-family dwelling for single-family occupancy only, not to exceed two (2) stories in height, as defined by the City of Redmond Building and Zoning Codes.
- (b) one (1) garage or carport for not more than three (3) standard size automobiles (whether attached or detached from the dwelling).
- (c) A storage shed or outbuilding that must be attached to the single-family dwelling or garage and must comply with the setback limitations in Article 6.17.

6.1.2 No Building or Structure shall be erected on any Residential Lot without the prior approval of the Board of Trustees. A "Building" is defined as any dwelling, garage, or carport. A "Structure" is defined as including, but not limited to, any storage shed or other outbuilding, play equipment exceeding six (6) feet in height, deck, kennel, greenhouse, patio, porch, wall, pool, hot tub, spa, sauna, gazebo, tree house, arbor, mailbox shed, or similar structure.

6.1.3 These covenants may be amended at any time by a majority of the then Owners to permit the construction of a religious Structure or Building on Lots herein designated as Residential. Said religious structure shall meet all legal requirements and conditions as herein specified. Said amendment shall be in the form of a statement properly executed and acknowledged by the consenting Owners and recorded in the office of the County Auditor of King County, Washington.

6.2 Architectural and Landscaping Control.

6.2.1 No building, structure, or fence shall be erected, placed, or altered on any Lot until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing buildings, structures or fences in the subdivision, and as to location of the buildings, structures or fences with respect to topography and finished ground elevation, by the Board of Trustees. "Conformity and harmony" are elements of style, scale, shape, materials, and colors used to promote a cohesive sense of community. "Altered" means changes to an existing residence exterior resulting in a substantially different appearance. The Board of Trustees shall have full authority to approve or disapprove such design, location, and landscaping within thirty (30) days after receipt of complete application. An application includes all building, structure or fence plans, specifications, plot plans, major landscaping plans, and applicable permits.

6.2.2 All applications for building and structure plans, specifications and plot plans, and major landscaping plans shall be submitted in writing for review and Board approval to The Architectural Review Committee at the following address:

Brae Burn Architectural Review Committee
2409 182nd Ave NE
Redmond, WA 98052

The Architectural Review Committee makes their recommendation to the Board of Trustees. The Board, or Board Member designated by the Board of Trustees, shall approve or disapprove the application and notify the Owner. Decisions shall be based on this Declaration and on Policies and Procedures established by the Board of Trustees. Members of the Architectural Review Committee are listed in the Brae Burn Roster.

6.2.3 Appeal Process: Owners are given the right to appeal to the Board of Trustees, a decision by the Board of Trustees to disapprove an application based on the recommendation of the Architectural Review Committee. Such appeal shall be submitted in writing to the Board of Trustees within ten (10) days of receipt of the written notice of denial. The Board's decision shall stand until the dispute is resolved.

6.3 Landscaping and Exterior Appearance.

6.3.1 Each individual Owner shall be obligated to provide exterior maintenance on Owner's Lot. Lots shall be landscaped, and the exterior appearance shall be in conformity and harmony with the residential character of the neighborhood. Lots, landscaping, fences, and the exterior of Buildings and Structures shall be maintained in good and safe order, condition, and repair; and in a clean, attractive and sanitary condition at all times. All garbage, rubbish, yard and vegetation debris shall be regularly removed from each Lot by the Owner, except that composting of yard materials generated on the Lot is permitted in a suitable covered container provided such container is not visible from any street, Common Property, or other Lot and does not create any objectionable odors. Outside storage of items shall be stored so that such items are not visible from the golf course or neighboring homes.

6.3.2 A yard shall be deemed in disrepair when it is the opinion of the Board of Trustees that the property is not in compliance with the acceptable minimum standards determined by the Board of Trustees. If a property is determined to be in disrepair, the Board shall notify the property Owner that a process to remedy the situation has begun and that the Owner's participation is requested. This process shall include identifying problems, meeting with the Owner, preparing solutions, establishing a timetable, reaching a resolution agreement, and completing work. If no resolution agreement can be reached between the Owner and the Board of Trustees, the Board shall send a notice of violation by Certified Mail. After ten (10) days from date of delivery confirmation, the Board of Trustees, or its designee, may enter upon any Lot for such maintenance. All costs of maintenance performed or caused to be performed by the Board of Trustees shall be a special assessment against the Owner and shall constitute a lien against the Lot, which lien shall have the same effect and may be enforced in the manner described in Article 7.4.

6.3.3 Prior to commencing a substantial landscaping project, a plan shall be submitted in writing to the Architectural Review Committee for review and Board approval, to verify that it is in conformity and harmony with the residential character of the neighborhood.

6.3.4 The Corporation shall maintain all Common Properties within the subdivision.

6.4 Lot Size.

No Residential Lot shall have an area of less than seven thousand two hundred (7,200) square feet or an average width less than sixty (60) feet.

6.5 Home Businesses.

No commercial activity of any kind shall be conducted or carried on upon any Residential Lot, or within any Building or Structure located on a Residential Lot, unless the Owner of the subject Lot obtains the prior written approval of the Board of Trustees. "Commercial Activity," for the purpose of this document, is defined as any activity that

- (a) requires a home occupation permit or other license to operate a business, and/or
- (b) involves the location of goods, equipment, materials or supplies used in connection with a business, wherever conducted, on a Residential Lot.

Such goods must be stored wholly within the home or garage. Commercial activity shall not include the ingress or egress of customers or clients. There shall be no commercial signage on the Lot or vehicles.

6.6 Parking of Private Vehicles.

6.6.1 Private Vehicles. Private vehicles shall be parked in the garage, carport, driveway or designated gravel or paved area adjacent to the driveway on each Lot.

6.6.2 Parking on Lot. No person shall park or stand any private vehicle upon any landscaped and/or lawn area of any Lot.

6.6.3 Recreational Vehicles. No Recreational Vehicle shall be stored or parked upon any Lot or street except as provided in this paragraph.

- (a) A "Recreational Vehicle" is defined as any vehicle in excess of 6,000 pound Gross Weight; with temporary, self-contained living quarters for recreational, camping, or travel uses; defined by the manufacturer as a motor home or recreational vehicle; or extends past the limits of the residential driveway. A "Recreational Vehicle" includes, but is not limited to, motor homes, trailers, campers, camper shells, and camp trailers. Gross Weight is defined as the actual scale weight of the vehicle plus the maximum load capacity that the vehicle may carry or tow.
- (b) No Recreational Vehicle shall be kept, parked, stored, dismantled, or repaired outside on any Residential Lot or on any street within the existing property. Nor shall anything be done with respect to Recreational Vehicles that may be an annoyance or nuisance to the residents of the neighborhood.
- (c) A Recreational Vehicle may be parked for the sole purpose of loading and unloading not to exceed twenty-four (24) continuous hours.

6.6.4 Boats or Personal Watercraft. No Boat and/or Personal Watercraft shall be stored or parked upon any Lot or street except as provided in this paragraph. No outdoor parking or storage of any boat, boat/trailer combination, personal watercraft, or personal watercraft/trailer combination is permitted. Nor shall anything be done with respect to Boats or Personal Watercraft that may be an annoyance or nuisance to the residents of the neighborhood. All such vehicles must be parked or stored in an enclosed Building. A Boat or Personal Watercraft may be parked for the sole purpose of loading and unloading not to exceed twenty-four (24) continuous hours.

6.6.5 Snowmobiles and All Terrain Vehicles (ATVs). No Snowmobile and/or ATV shall be stored or parked upon any Lot or street except as provided in this paragraph. No outdoor parking or storage of any Snowmobile, ATV, or Snowmobile or ATV trailer combination of any type is permitted. Nor shall anything be done with respect to Snowmobiles and all Terrain Vehicles that may be an annoyance or nuisance to the residents of the neighborhood. All Snowmobiles or ATVs must be parked or stored in an enclosed Building. Snowmobiles or ATVs may be parked for the sole purpose of loading and unloading, not to exceed twenty-four (24) continuous hours.

6.6.6 Trailers. No Trailer shall be stored or parked upon any Lot or street except as provided in this paragraph. No outdoor parking or storage of any trailers of any type is permitted. Nor shall anything be done with respect to Trailers that may be an annoyance or nuisance to the residents

of the neighborhood. All Trailers must be parked or stored in an enclosed Building. "Trailers" are defined as including, but not limited to, all trailers not already defined in Articles 6.6.4, 6.6.5, and 6.6.6. Trailers may be parked for the sole purpose of loading and unloading, not to exceed twenty-four (24) continuous hours.

6.7 Parking of Commercial Vehicles.

No Commercial Vehicle may be parked on any street, Lot, driveway, carport, or designated gravel or paved area adjacent to the driveway except for the sole purpose of providing a service or delivery; and then, only as necessary for the duration of the delivery or service being provided. "Commercial Vehicle" is defined as any vehicle that

- (a) requires a commercial license, and is in excess of 6,000 pounds Curb Weight, or
- (b) has commercial signage.

"Curb Weight" is defined as the actual scale weight of the vehicle.

6.8 Parking at Brae Burn Clubhouse Parking Lot.

Parking of private and/or commercial vehicles at the Brae Burn Clubhouse Parking Lot shall be for the purposes of attending an event occurring at the Clubhouse, using the golf course, or using the swimming pool. Commercial vehicles shall be allowed to park at the Clubhouse Parking Lot during the course of required repairs to the clubhouse, Common Properties, and golf course.

6.9 Condition of Vehicles.

6.9.1 Vehicles Abandoned or in a State of Disrepair. No Owner of any Residential Lot shall permit

- (a) any vehicle owned by him or any member of his family or any acquaintance that is abandoned or in a state of disrepair, to remain parked or abandoned on any street within the Properties or on the Residential Lot, for a period in excess of forty-eight (48) hours, unless such vehicle is parked in a fully enclosed garage, or
- (b) any dismantling or repair of any vehicle (except for routine maintenance) for a period in excess of forty-eight (48) hours unless it is parked in a fully enclosed garage.

6.9.2 Enforcement. Should any such Owner of a Residential Lot fail to remove such vehicle within seven (7) calendar days of receipt of written notice from the Board of Trustees informing the Owner of the Residential Lot of a violation of this provision, the Corporation may have such vehicle removed and charge the expense of removal to said Owner of the Residential Lot in accordance with the provision in Article 7.4.

6.9.3 Definition. A vehicle shall be deemed to be abandoned or in a state of disrepair when it is the opinion of the Board of Trustees that the condition of the vehicle is not in compliance with the acceptable minimum standards established by the Board of Trustees.

6.10 Annoyance or Nuisance.

Nothing shall be done on any residential Lot or in the Community that may be an annoyance or nuisance to the residents of the neighborhood.

6.11 Residential Use of Temporary Structures Prohibited.

No vehicle, recreational vehicle, trailer, garage or structure shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

6.12 Date for Completion of Construction.

Any Building, Structure, or fence constructed on any Residential Lot shall be completed as to external appearance, including any repair, remodel or renovation of an existing Building, Structure or fence, within nine (9) months from date of commencement of construction. An Owner may submit a request in writing for a three- (3) month extension of the above deadline to the Board of Trustees. The Board of Trustees may grant the extension.

6.13 Animals.

No animal, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, birds, or other household pets may be kept in compliance with existing laws and regulations, provided they are not kept, bred or maintained for any commercial purpose, and that they shall not be kept in numbers or under conditions reasonably objectionable in a closely built-up community. Dogs and other pets are not allowed on the golf course.

6.14 Signs.

Signs may not be erected or maintained on any Residential Lot without prior approval from the Board of Trustees. However, one FOR SALE, FOR RENT or FOR LEASE sign, not exceeding eighteen (18) inches high and twenty-four (24) inches wide, may be placed by the homeowner or by a licensed real estate agent on any Lot without the Board of Trustees' prior approval.

6.15 Utility Easements.

An easement is reserved under and upon the exterior five (5) feet of front and rear boundary lines and under and upon the exterior two and one-half (2-1/2) feet of side-boundary lines of all Lots for utility installation and maintenance, power, telephone, water, sewer, drainage, gas, etc., together with the right to enter upon the Lots at all times for the purposes stated. Additional necessary public utilities and utility easements are reserved as shown on the recorded plat. Each Owner agrees to allow additional utility easements to be recorded as may be required by a government agency.

6.16 Underground Utilities.

Any electric service cable running from any Building or Structure on any Lot to the nearest junction box or secondary pedestal shall be installed underground and shall be installed, owned, operated and maintained in good condition.

6.17 Setback Limitations for Buildings and Structures.

6.17.1 Front Lot Line for All Lots. No Building or Structure shall be located nearer than twenty (20) feet to

- (a) the front Lot line, or
- (b) the setback lines shown on the recorded plat, whichever is closer to the front Lot line, except for a porch, patio, or deck necessary for entry to a Building.

6.17.2 Rear Lot Line for Fairway Lots. No Building shall be located nearer than twenty (20) feet to the rear Lot line. No Structure, other than an approved pool, porch, patio, deck or similar structure, may be located on a Fairway Lot nearer than fifteen (15) feet to the rear Lot line. A "Fairway Lot" is defined as any Residential Lot that abuts any portion of the Common Properties. Buildings and Structures are defined in Article 6.1.2 of this document.

6.17.3 Rear Lot Line for Non-Fairway Lots. No Building or Structure shall be located nearer than twenty (20) feet to the rear Lot line on average, except that an approved garage or carport may be located no nearer than five (5) feet to a rear Lot line that does not abut a street.

6.17.4 Side Lot Lines for All Lots. No Building shall be located nearer than five (5) feet to the side Lot line except for a chimney attached to the Building.

6.17.5 Side Street Lot Lines. No Building or Structure shall be located nearer than ten (10) feet to

- (a) the side street Lot line, or
- (b) the Building setback lines shown on the recorded plat, whichever is closer to the side street Lot line.

6.18 Fences, Hedges, and Enclosures.

No fence, hedge or enclosure shall be erected or replaced on any Lot without the approval of the Board of Trustees. A "hedge" is a dense row of shrubs forming a boundary. Fences and enclosures shall be well constructed of suitable fencing material. Fences, hedges, and enclosures shall be maintained, and shall not detract from the appearance of the dwelling house located upon the Lot, or detract from the appearance of dwelling houses located on the adjacent Lots or building sites.

6.18.1 Fencing, Hedges and Enclosures on Fairway Lots. A "Fairway Lot" is defined as any Residential Lot that abuts any portion of the Common Properties.

- (a) General. No fence, hedge or enclosure shall be constructed or maintained on any portion of the fairway Lot that abuts the Common Properties in the subdivision. The Board of Trustees may approve in writing a fence, hedge, or enclosure to enclose an approved pool, hot tub, patio, porch, kennel, or deck located no nearer than fifteen (15) feet to the rear Lot line that abuts the Common Properties in the subdivision. A fence or hedge on a side line of the Lot may extend no nearer than fifteen (15) feet from the rear Lot line that abuts the Common Properties in the subdivision unless approved by the Board of Trustees as necessary for safety.
- (b) Height. Except as otherwise required by law, no fence or enclosure shall be more than six (6) feet high. No hedge shall at anytime, where permitted, extend higher than six (6) feet above ground if such hedge would obstruct a scenic view (as determined by the Board of Trustees) from any Lot. Nothing shall prevent the erection of a necessary retaining wall; the top of which does not extend more than two (2) feet above the finished grade at the back of said retaining wall.
- (c) Front Lot Line. No fence, hedge or enclosure shall be located nearer than twenty (20) feet to the front Lot line, or the setback lines shown on the recorded plat, whichever is closer to the front Lot line.
- (d) Side Lot Lines. Fences, hedges and enclosures may be located on side Lot lines unless the side Lot line abuts a street or unless otherwise restricted in this Declaration.
- (e) Side Street Lot Line. No fence, hedge or enclosure shall be located nearer than ten (10) feet to the side street Lot line, or the Building setback lines shown on the recorded plat, whichever is closer to the side street Lot line.

6.18.2 Fencing, Hedges and Enclosures on Non-Fairway Lots.

- (a) Rear Lot Line for Non-Fairway Lots. No fence, hedge or enclosure shall be permitted to extend nearer to any street than the minimum setback line of the residence.
- (b) Height. Except as otherwise required by law, no fence or enclosure shall be more than six (6) feet high. No hedge shall at anytime, where permitted, extend higher than six (6) feet above ground if such hedge would obstruct a scenic view (as determined by the Board of Trustees) from any Lot. Nothing shall prevent the erection of a necessary retaining wall; the top of which does not extend more than two (2) feet above the finished grade at the back of said retaining wall.
- (c) Front Lot Line. No fence, hedge or enclosure shall be located nearer than twenty (20) feet to the front Lot line, or the setback lines shown on the recorded plat, whichever is closer to the front Lot line.
- (d) Side Lot Lines. Fences, hedges and enclosures may be located on side Lot lines unless the side Lot line abuts a street or unless otherwise restricted in this Declaration.
- (e) Side Street Lot Line. No fence, hedge or enclosure shall be located nearer than ten (10) feet to the side street Lot line, or the Building setback lines shown on the recorded plat, whichever is closer to the side street Lot line.

6.19 Antennas and Satellite Dishes.

No antenna or satellite dish shall be installed on a Residential Lot unless reviewed by the Architectural Review Committee and approved in writing by the Board of Trustees. Antennas and satellite dishes may be regulated by the Board of Trustees consistent with Federal Law.

6.20 Mailbox Sheds.

A mailbox shed shall be erected to cover a group of mailboxes, shall conform with the other sheds in the community, and shall be subject to review by the Architectural Control provision in Article 6.2 of this Document.

6.21 Rulemaking Authority.

The Board of Trustees may adopt reasonable policies and procedures that enforce these Covenants and By-laws. All such rules must be distributed to the Members thirty (30) days before they become effective.

ARTICLE 7. GENERAL PROVISIONS

7.1 Duration.

The covenants, conditions, and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit and be enforceable by the Corporation, or by the Owner of any Lot subject to this Declaration, for a term of twenty (20) years from the date this Declaration is recorded, unless sooner terminated in accordance with Article 7.2, after which time said covenants shall automatically be extended for successive periods of ten (10) years unless an instrument agreeing to terminate or to amend said covenants, conditions, and restrictions in whole or in part has been recorded pursuant to Article 7.2.

7.2 Amendment.

These covenants, conditions, and restrictions may be terminated or amended in whole or in part at any time by an instrument properly executed and acknowledged by seventy-five per cent (75%) of the Owners of the Property described in Exhibit A, which shall be recorded in the office of the County Auditor of King County, Washington.

7.3 Notices.

Any disciplinary notice required to be sent to any Member or Owner under this Declaration shall be sent by Certified Mail to the last known address of the person or entity who appears as the Member or as the Owner on the records of the Corporation at the time of such mailing. General information sent by mail shall be deemed to have been fully communicated upon the expiration of forty-eight (48) hours after the time of mailing.

7.4 Enforcement.

7.4.1 The covenants, conditions, and restrictions of this Declaration create mutual, equitable covenants and servitudes for the benefit of each Owner of a Lot subject to said covenants, the Corporation, and their successors in interest. Enforcement of this Declaration may be made by any proceeding at law or in equity against any person or entity violating or attempting to violate this Declaration, either to restrain violation or to recover damages, and against the land to enforce any lien created by this Declaration. The failure of the Corporation, or of any Owner, to enforce this Declaration shall not be deemed a waiver of its rights under this Declaration.

7.4.2 The Board of Trustees may assess a monetary penalty and/or suspend membership privileges for any violation of this Declaration, the By-laws, or any rule established by the Board of Trustees, the amounts and procedures of which shall be established by the Board of Trustees. This Declaration and By-laws may also provide

- (a) for interest to accrue on an unpaid penalty, costs of collection and attorneys' fees incurred by the Corporation to enforce any such violation,
- (b) for unpaid penalties together with any interest, costs of collection and attorneys' fees to constitute a lien on a Lot, and
- (c) for suspension of an Owner's membership rights if penalties remain unpaid for thirty (30) days or more.

7.4.3 Appeal Process: Members shall have the right to appeal to the Board of Trustees, a suspension of membership privileges and/or monetary penalty issued by the Board of Trustees. Such appeal shall be submitted in writing to the Board of Trustees within ten (10) days of receipt of the written notice of suspension of membership privileges and/or monetary penalty. The Board's decision to suspend membership privileges and/or impose a monetary penalty shall stand until the Board decides the appeal.

7.5 Severability.

Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

7.6 Mortgages Protected.

Nothing in this Declaration shall impair or defeat the lien of any mortgage or deed of trust now or hereafter recorded covering any Lot or Lots, but title to any property obtained as a result of the foreclosure shall thereafter be held subject to this Declaration.

7.7 Repealer and Grandfather Clauses.

The prior declarations, covenants, conditions, reservations and restrictions filed on the Property and listed on Exhibit B attached, are hereby repealed and replaced in their entirety by the terms and provisions of this Declaration. Notwithstanding the foregoing, the following Buildings, Structures, fences and businesses shall be exempt from this Declaration, but only to the extent provided below:

- (a) Buildings, Structures and fences in existence as of the date of this Declaration shall not be subject to the requirements in Article 6.2 of this Declaration, as long as such Buildings, Structures and fences are not substantially altered or replaced;
- (b) Any fence, hedge or enclosure in existence as of the date of this Declaration shall be exempt from the setback requirements of Article 6.18 as long as they are not substantially altered or replaced.
- (c) Any business in existence as of the date of this Declaration, which is in compliance with Article 6.5, shall be subject to the provision of this Article 7.7, except such business(es) shall not be required to submit a request for Board of Trustee approval.

7.8 Execution of Counterparts.

This Declaration may be executed in counterparts, and each executed counterpart shall have the same force and effect as an original Declaration, as if all parties to all the counterparts had signed the same instrument.

RESOLUTION

WHEREAS, BRAE BURN, Inc. engaged in a process to consolidate and revise the separate covenants, conditions, and restrictions that currently bind the property within its boundaries; and

WHEREAS, the Owners of the property under the jurisdiction of BRAE BURN, Inc. have prepared the attached covenants, conditions, and restrictions dated December 12, 2005, to repeal and replace the current covenants, conditions, and restrictions; and

WHEREAS, seventy-five percent (75%) of the Owners of the property have properly executed and acknowledged the attached covenants, conditions, and restrictions dated December 12, 2005; and

WHEREAS, the Board of Trustees of BRAE BURN, Inc. by majority vote confirmed that the attached Covenants, Conditions, and Restrictions dated December 12, 2005, were duly approved in accordance with the procedures for revision of the current covenants, conditions, and restrictions;

NOW THEREFORE, BRAE BURN, Inc. presents the attached covenants, conditions, and restrictions dated December 12, 2005, for recording upon the Property.

President , BRAE BURN, Inc. _____
Date

Secretary, BRAE BURN, Inc. _____
Date

SUBSCRIBED AND SWORN to before me this _____ day of _____, 200__.

(Signature)

(Name legibly printed or stamped)

Notary Public in and for the State of Washington,
Residing at _____
My appointment expires: _____

“EXHIBIT A” PROPERTY DESCRIPTION

The Plat of BRAE BURN, as recorded in Volume 77 of Plats, pages 95 & 96, records of King County except Lots 1 and 2.

“EXHIBIT B” REPEAL OF PRIOR DECLARATIONS

The following prior declarations, covenants, conditions and restrictions are hereby repealed

Declaration of Covenants, Conditions and Restrictions
Volume 4673 of Deeds, page 64
Auditors File No. 5898008, Records of King County, Washington,
Dated June 23, 1965, Recorded July 1, 1965

Amendment, Auditor’s File No. 5906031, Dated July 21, 1965

Second Amendment, Auditor’s File No. 6168085, Dated 4/24/1967, Recorded 4/27/1967

Third Amendment, Auditors File # 8505020879, Recorded 5/2/1985

