

EAGLE POINT AT AMERICAN LAKE
RESOLUTION & RESTATEMENT
OF DECLARATION OF
COVENANTS, CONDITIONS & RESTRICTIONS

Resolution 2011-01

A RESOLUTION of the BOARD OF DIRECTORS of Eagle Point at American Lake Home Owners' Association to establish the RESTATEMENT of the DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS as its governing document.

WHEREAS, In May of 2004, when the number of Lot Owners exceeded eighty per cent (80%) of that held by the developer/builders/financiers, the Eagle Point Lot Owners assumed the management responsibilities of administering the affairs of the Association by electing a Board of Directors for the Association; and

WHEREAS, The Declaration of CC&Rs would be easier to read and understand if those phrases which refer to the developer/builder/financier protective caveats were eliminated, now that they are no longer applicable because they have been overcome by time and events. Similarly changes required by Superior Court actions and changes approved by a vote of the Association membership need to be incorporated. A RESTATEMENT of the Declaration of CC&Rs, filed October 10, 2001, is needed to reflect present circumstances and operative language.

NOW THEREFORE, BE IT RESOLVED that effective the _____ day of August, 2011, the following RESTATEMENT of the DECLARATION of COVENANTS, CONDITIONS & RESTRICTIONS becomes the enabling document of governance for the Eagle Point at American Lake Home Owners' Association, and is effective upon being signed by the President and Secretary of the Association, notarized, and recorded with the Pierce County Auditor.

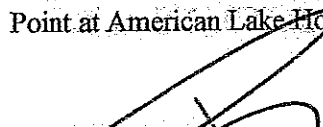
BE IT FURTHER RESOLVED that this RESTATEMENT hereby becomes the reference document for future changes done in accordance with Sections 14.7 or 14.8 of the DECLARATION.

For all cases wherein the wording of this RESTATEMENT effects an undesired change in the rights, duties and/or responsibilities of the Association or any of its members, the specific applicable wording from the appropriate originating documents shall be re-incorporated. The documents are as follows:

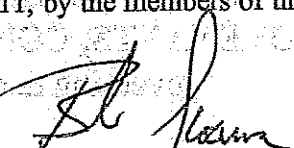
- Declaration dated September 3, 1999, Declarant: American Lake L.L.C. Signed by Dan Simon, Manager, recorded Pierce County Auditor's Office, September 3, 1999, recording number 9909030296
- Amended Declaration dated May 1, 2001, Declarant: American Lake L.L. C. Signed by Kevin Byrne, Manager, recorded Pierce County Auditor's Office, October 10, 2001, recording number 200110100776
- The SETTLEMENT and RELEASE AGREEMENT, dated December 20, 2002, recorded Pierce County Auditor's Office, October 10, 2006, recording number 200610100837, and its SUPPLEMENT, dated September 11, 2003, recorded Pierce County Auditor's office, October 10, 2006, recording number 200610100836, both documents initiated in Pierce County Superior Court Case No. 02-2-07853-8

- Amendments to the CC&Rs per Minutes of the Association annual membership meeting dated September 27, 2005, recorded Pierce County Auditor's Office, October 10, 2006, recording number 200610100835

SIGNED AND DATED this 10th day of August, 2011, by the members of the Board of Directors of Eagle Point at American Lake Home Owners' Association.



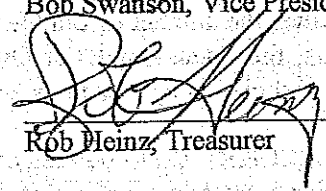
Brian Hagel, President



Bob Swanson, Vice President



Ed Dennery, Secretary



Rob Heinz, Treasurer



Jan Halverson, Trustee

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EAGLE POINT AT AMERICAN LAKE RESTATEMENT OF DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

This restatement, effective this 31st day of August 2011, brings up-to-date that certain Declaration of Protective Covenants, Easements, Conditions and Restrictions described as follows:

Date of Original Declaration: September 3, 1999

Date of Original Recording: September 3, 1999

Name of Plat: Eagle Point at American Lake

Recording No.: 9909030296

Real Property Affected: All of the Plat of Eagle Point at American Lake, recorded September 3, 1999 under Pierce County Auditor's File No. 9909035002, in Lakewood, Pierce County, Washington.

Tax Parcel No. 400180-001-0 through 400180-060-0

BACKGROUND

1. American Lake LLC, as owner of the real property which is described in Exhibit "A". created a development plan for a residential subdivision on that property as is documented in Exhibit "B" (Site Plan – Eagle Point on American Lake). The site plan defines residential lots plus tracts of land that are held in common for the benefit of all of the lot owners. The American Lake LLC desired to preserve and enhance the property values, amenities, and opportunities in Eagle Point on American Lake and to provide for the health, safety, and welfare of the residents. To this end, the Declarant subjected the property of Eagle Point on American Lake to covenants, restrictions, easements, charges, and liens set forth in a Declaration of Covenants, Conditions & Restrictions, dated September 3, 1999.
2. Kevin M. Byrne and Mary Byrne purchased numerous lots in the Plat of Eagle Point at American Lake and other property in the Plat, including the Common Areas, at a Trustee's sale arising from the default of American Lake LLC in payment of a loan obligation to Byrne and thereby became Manager of the Plat. Byrne made improvements to the Plat, sold all of the Lots and conveyed title of all Common Area Tracts to the Association by October 2008, thereby terminating all American Lake LLC interest in and control of activities associated with the property in the Plat and establishing the completion of the Development Plan.
3. Eagle Point at American Lake Home Owners' Association (EPAL-HOA), a Washington non-profit corporation, has been incorporated to provide a mechanism for meeting and carrying out the purposes of this Declaration.
4. The Association has the authority and responsibility to be the Declarant herein. Thereby, the authority and responsibility for the administration and management of owning, maintaining, and administering the Common Areas, administering and enforcing the covenants and restrictions, collecting and disbursing the assessments and charges created in this Restatement, and promoting the recreation, health, safety, and welfare of the residents now rests with EPAL-HOA.

DECLARATION

Declarant hereby declares that the property described in Exhibit "A" is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in this Declaration.

ARTICLE I

Definitions

Section 1.1 "ACC" shall mean the Architectural Control Committee as described in this Declaration.

Section 1.2 "Association" shall mean the Eagle Point at American Lake Home Owners' Association (EPAL-HOA), a Washington non-profit corporation, its successor and assigns.

Section 1.3 "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

Section 1.4 "Common Areas" shall mean all real property and improvements: (a) owned by the Association for the use, enjoyment or benefit of the Members, or in which the Members of the Association have an undivided interest. The term includes the property described in Section 3.1 below.

Section 1.5 "Declarant" shall mean Eagle Point at American Lake Home Owners' Association and its successors and assigns; provided, however, that no successor or assignee of Declarant shall have any rights or obligations of Declarant under the Declaration unless such rights and obligations are specifically set forth in the instrument of succession or assignment.

Section 1.6 "Declaration" shall mean the covenants, conditions and restrictions and all other provisions set forth in this Declaration, as they may from time to time be amended.

Section 1.7 "Development Plan" shall mean the total general plan of intended development approved by the City of Lakewood, as the plan was amended.

Section 1.8 "Lot" shall mean any parcel of land depicted with a number followed by a letter (e.g., 1A) upon a recorded subdivision map of the Property, with the exceptions of the Common Areas or other areas set aside for nonresidential use.

Section 1.9 "Member" shall mean every person or entity who holds membership in the Association.

Section 1.10 "Mortgage" shall include a deed of trust or other security instrument.

Section 1.11 "Notice" shall mean written notice delivered personally or mailed to the last known address of the intended recipient.

Section 1.12 "Owner" shall mean every person or entity, which is a record Owner of the fee simple title to any Lot, or if any Lot is sold under real estate contract, the vendee or vendees under that contract; provided, however, that the term "Owner" shall not include those having such interest merely as security for the performance of an obligation.

Section 1.13 "Person" shall mean a natural person, corporation, partnership, limited partnership, limited liability company, proprietorship, trust, or any other entity recognized in law as such.

Section 1.14 "Property" shall mean the real property described on Exhibit "A."

ARTICLE II

Property: Development Plan

Section 2.1 The Property. The real Property which is subject to this Declaration is described on Exhibit "A," and represents the residential community of Eagle Point at American Lake, comprised of 53 residential Lots for 55 dwelling units.

Section 2.2 The Development Plan. The Development Plan was a design for the development of Eagle Point at American Lake as a residential community comprised of single-family homes, with three (3) different types of Lots as described below. The Development Plan included 18 detached single-family Lots, 33 Lots with attached single-family homes, and 2 duplex Lots (each with 2 dwelling units) all located on approximately 21.42 acres. The Development Plan was modified and amended as was provided for in this Declaration, and as was provided under City of Lakewood ordinances.

Section 2.3 Lot Types. There are three (3) different Lot types in Eagle Point at American Lake:

- (a) Standard Lots. Lots ID through 27D, and 10C through 15C.
- (b) View Corridor Lots. Lots 1C through 9C, 1B and 2B.
- (c) Waterfront Lots. Lots 1A through 9A.

Some provisions of the Declaration apply only to certain Lot types, particularly as to maintenance and assessment obligations.

ARTICLE III

Common Areas

Section 3.1 The Common Areas consists of the following: The beach, dock, boat launch and the forested Eagle Point (Tract A), the Lodge (Tract B), open space area (Tract C), the gated entry (Tract D), the community drain fields (Tract E), recreational vehicle parking area (Tract F), roadways (Tract G), streetlights and sidewalks, easements for the storm water system, landscaping and related improvements and the perimeter of the plat (excepting the waterfront other than Tract A waterfront).

Section 3.2 Owners' Easements of Enjoyment. Each Owner has a right and a nonexclusive easement of enjoyment in and to the Common Areas and for ingress and egress over and through the Common Areas and such easement is appurtenant to and shall pass with the title to every Lot, subject to the following provisions.

- (a) The right of the Association to adopt reasonable rules governing the use of the Common Areas and the personal conduct of persons authorized to use said areas, and to establish appropriate penalties for the violation of those rules.

- (b) The right of the Association to dedicate or transfer by deed or easement all or any part of the Common Areas to any public agency, authority, or utility. No such dedication or transfer shall be effective without the approval of two-thirds (2/3) of the Members

Section 3.3 Delegation of Use. Any Owner may delegate his/her right of enjoyment to the Common Areas and facilities to the members of his/her family, tenants, or guests, subject to the limitations set forth herein.

Section 3.4 Association to Maintain. The Association shall maintain, repair, replace, and improve the Common Areas and the other improvements described in Section 7.1, as appropriate for a first-class residential community, and shall pay the actual cost of the same from annual or special assessments as appropriate.

ARTICLE IV

Association

Section 4.1 Form of Association. The Association has been organized as a nonprofit corporation under the laws of the State of Washington, ch. 24.03 RCW, and is known as Eagle Point at American Lake Home Owners' Association.

Section 4.2 Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership.

Section 4.3 Classes. The Association shall have two (2) classes of voting membership:

- (a) Class "A". Class "A" Members shall be all Owners, with the exception of the Owners of Lots 9A and 2C, and shall be entitled to one (1) vote for each Lot owned.
- (b) Class "B". Class "B" Members shall be the Owners of Lots 9A and 2 C, and shall be entitled to two (2) votes for each Lot, because each Lot has been improved with a duplex.

Section 4.4 Board of Directors. The Association shall be managed by a Board of Directors, elected or appointed in accordance with the Articles of Incorporation and Bylaws of the Association.

Section 4.5 Delegation to Manager. The Board of Directors may delegate any of its managerial duties, powers, or functions to any person, firm, or corporation, provided that any management agreement for the project shall be terminable by the Association for cause upon thirty (30) days written notice, and without cause upon ninety (90) days written notice. The term of any such agreement may not exceed one (1) year, renewable by agreement of the parties for successive one (1) year periods. The members of the Board of Directors shall not be liable for any omission or improper exercise by the manager of any duty, power, or function so delegated by written instrument executed by a majority of the Board of Directors.

Section 4.6 Sub Associations. The Lots may be subject to additional covenants and the Owners of Lots may be mandatory members of a Sub Association; however, there shall be no requirement that a Sub Association be created. A Sub Association may be created to serve the unique needs of a class of Lots, as identified in section 2.3. A Sub Association may adopt such covenants, rules and regulations as it deems necessary and appropriate, provided, however, in the event of a conflict, the Association documents shall control.

ARTICLE V

Easements

Section 5.1 Utility and Drainage Easements. In addition to easements reserved on any plat of the Property or shown by any instrument or record, easements for utilities and drainage are reserved for the Declarant or its assigns, over a five (5) foot wide strip along each side of the side Lot lines, and over, under, and on the Common Areas. Within all of the easements, no structure, planting or fill material shall be placed or permitted to remain which may, in the opinion of the ACC, damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements within it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, a utility company, or the Association is responsible.

Section 5.2 Access Easements. The Association also has an easement over all lots for:

- (a) The cleaning, maintenance, repair or replacement of any home or Lot in the event an Owner fails to so maintain as required in Section 7.1 (this easement shall also include the reasonable right of entry to the interior of any building, to the extent necessary to perform the work described in that section).
- (b) The maintenance, repair, replacement, or improvement of any Common Area accessible from the Lot.
- (c) The maintenance, repair, replacement, or improvement of any Septic Systems, as required in Section 7.3
- (d) Emergency repairs necessary to prevent damage to the Common Areas or to another Lot, or the improvements thereon.
- (e) Cleaning, maintenance, repair, or restoration work which the Owner is required to do but has failed or refused to do

Except in an emergency where advance notice is not possible, these easements shall be exercised only after reasonable notice to the Lot Owner.

Section 5.3 Easement for Government Personnel. An easement for access by police, fire, rescue and other government personnel is reserved across all Common Areas as necessary or appropriate for the performance of their public duties.

Section 5.4 Easement for Home Owners' Association. The Home Owners' Association shall have an easement across all Common Areas for ingress, egress, storage and placement of equipment and materials, and other actions necessary for or related to the development or maintenance of Eagle Point at American Lake.

ARTICLE VI

Assessments

Section 6.1 Covenants for Maintenance Assessments

- (a) Each Owner of a Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to agree to pay to the Association
- i. annual assessments or charges to fund Common Expenses for the general benefit of all Lots;
 - ii. special assessments for capital improvements; and,
 - iii. specific assessments to provide specific benefits or services to specific Lots.
- (b) The annual, special and specific assessments, together with interest, costs and reasonable attorney's fees shall be a charge and a continuing lien upon the Lot against which each such assessment is made. Such lien may be foreclosed by the Association in like manner as a Mortgage or Deed of Trust on real property.
- (c) Each assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of the Lot assessed at the time the assessment fell due. The personal obligation shall not pass to the Owner's successors-in-interest unless expressly assumed by them. The new Owner shall be personally liable for assessments which become due on and after the date of sale or transfer.

Section 6.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Property, including the repair and maintenance of certain home exteriors as described in Section 7.2, the maintenance and repair of Septic Systems as described in Section 7.3, the maintenance and replacement of landscaping as described in Section 7.4, and the improvement, maintenance and repair of the Common Area described in Section 3.1 and the services and facilities related to the use and enjoyment of said areas, for the payment of taxes and insurance on the Common Areas described in Section 3.1, security guard, and management fees.

Section 6.3 Maximum Annual Assessments. The Board of Directors shall establish the maximum annual assessment which may, from time to time, be increased subject to the following conditions and limitations:

- (a) The Board of Directors may fix and increase the maximum annual assessment as necessary to fulfill the purposes set forth above. The current assessment is \$110 per month (\$1,320.00 per year).
- (b) The maximum annual assessment may not be materially increased without an affirmative vote of two-thirds (2/3rds) of the members who are voting in person or by proxy, at a meeting duly called for such purpose pursuant to Section 6. A "material increase" shall be an increase which, cumulatively for the Association's fiscal year, increases the annual assessment by four percentage points in excess of the percentage increase in the Consumer Price Index over the twelve (12) month period ending one (1) month before the start of the Association's fiscal year. This provision shall not apply to that portion of the assessments attributable to taxes and insurance which the Association is required to maintain. The Consumer Price Index shall be that applicable to "All Urban Consumers" published by the Bureau of Labor Statistics for the area which includes Eagle Point at American Lake, or if that index is terminated or superseded, a comparable measure.

Section 6.4 Board to Adopt Budget. The Board of Directors shall adopt the annual budget, including annual and special assessments, at least forty-five (45) days prior to the start of the fiscal year. In the event the Board fails to fix an annual budget for any fiscal year, then the budget established for the prior year shall automatically be continued until such time as the Board acts. The annual budget shall be sufficient to meet the obligations imposed by the Declaration and any supplementary declarations, and shall be sufficient to establish an adequate reserve fund for the maintenance, repair and replacement of those Common Areas which require such actions on a periodic basis.

Section 6.5 Special Assessments for Capital Improvements. 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 constructions or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto.

Section 6.6 Specific Assessments. The Board may specifically assess against particular Lots expenses incurred by the Association to provide specific benefits, items, or services made necessary by the conduct of the owner, or its licensees, invitees, or guests, including but not limited to damage to Common Areas. Specific Assessment may be levied by the Board after notice to the Owner and an opportunity for a hearing.

Section 6.7 Rate of Assessment. That portion of annual and special assessments relating to repair and maintenance of Common Areas shall be fixed at a uniform rate for all Lots. However, the overall assessments may vary depending upon Lot Type since the services provided by the Association vary. Further, the assessment may vary depending on the type of septic system, as described below.

Section 6.8 Ratification of Budget. Within thirty (30) days after adoption by the Board of Directors of any proposed regular or special budget of the Association pursuant to Section 6.4 or 6.5, the Board shall set a date for a meeting of the Owners to consider ratification of the budget. Written notice of any such meeting shall be sent to all Members not less than fourteen (14) days nor more than sixty (60) days in advance of the meeting and shall include a statement of the purpose for which the meeting is to be held. Unless at that meeting the Owners to which a majority of the votes in the Association are allocated reject the budget, in person or by proxy, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

Section 6.9 Certificate. The Association shall upon demand furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment against the Lot.

Section 6.10 Effect of Nonpayment of Assessments: Remedies of Association. Any assessments which are not paid when due shall be delinquent. A late charge equal to ten percent (10%) of the amount overdue shall be charged for any payment made more than ten (10) days past the due date. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of eighteen percent (18%) but not to exceed the highest allowable rate per annum, and the Association may bring an action at law against the Owner obligated to pay the assessment or may foreclose the lien against the Lot, and in either event, interest, costs, and reasonable attorney's fees shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for annual or special assessments by non-use of the Common Area or by abandonment of his Lot.

Section 6.11 Subordination of Lien to Mortgages. The lien of the assessments provided for in this Declaration shall be subordinate to the lien of any first Mortgage existing as of the date the assessment became due. Sale or transfer of any Lot shall not affect the assessment lien. However, where the mortgagee of a Mortgage of record or other purchaser of a Lot obtains possession of the Lot as the result of foreclosure of a mortgage, or by deed or assignment in lieu of foreclosure, such possessor, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such Lot which became due prior to such possession. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Owners, including such possessor, his successor and assigns.

Section 6.12 Exempt Property. The following property shall be exempt from the payment of annual and special assessments:

- (a) All portions of the Property dedicated to and accepted by a local public authority.
- (b) All property owned by the Association.
- (c) However, if single-family residences are constructed on Tract A, they shall become responsible for assessments on the same basis as Waterfront Lots. If single-family residences are constructed on Tracts E or F, they shall become responsible for assessments on the same basis as Standard Lots.

ARTICLE VII

Maintenance

Section 7.1 Association Obligation The Association shall be obligated to maintain, repair and replace the Common Areas in as good or better condition as when they were first installed. Without limiting the generality of the foregoing, the Association shall maintain, repair and replace the roadways, gate, gatehouse, entry monuments and associated landscaping, storm drainage system, community drain fields, off-site street trees and landscaping, street lights as shown on the plat map, dock, boat launch, Lodge, and landscaping on all Common Areas. All expenses incurred in performing this work shall be paid for by the Association and become part of the assessments described above. The expenses associated with community drain fields shall be a specific assessment, charged only against those Lots served by the drain field, as specified more particularly in Section 7.3(b). However, any work required as the result of the negligent or intentional act or omission of any Owner or his or her guests, family or tenants shall be paid for exclusively by such Owner and shall become part of the specific assessments levied against the Lot owned by such Owner.

Section 7.2 Owners' Obligation. Each Owner shall have the obligation to maintain his/her Lot, any building or improvements located on the Lot and all landscaping to standards appropriate for a first-class residential community. If the Owner of any Lot fails to so maintain the Lot, buildings, and other improvements to those standards, the Association, after approval by two-thirds (2/3) vote of the Board, shall have the right, through its agents and employees, to enter upon the Lot and to clean, repair, maintain, and restore the Lot and the exterior of the buildings and other improvements; provided, however, that any alteration or demolition of constructed improvements may only take place after judicial proceedings are instituted. The cost of such exterior maintenance and all court costs and attorney's fees incurred in enforcing this provision shall be added to and become part of the assessments for such Lot, fully subject to the remedial provisions set forth in Article VI.

Section 7.3 On-Site Septic Systems. Responsibility for individual systems is set forth in section (a) below. The three community septic systems, including tanks, pumps, pipes, and drain fields (Septic Systems), each serving more than one Lot or dwelling unit, shall be inspected, monitored, pumped, maintained, repaired and replaced by the Association, for the benefit of the Lot Owners, pursuant to sections (b) through (g) below.

- (a) Individual Systems. Lots 1D through 27D and Lots 10C through 15C each have a separate individual drain field located either on the Lot or on another Lot where the soils are more suitable, as shown on the as-built

described in (d) below. As to those Lots, the Lot Owners shall maintain, repair and replace the septic tanks, pumps, pipes, and drain fields. The costs of such work shall be the responsibility of the individual Lot owner.

(b) Community Systems. The balance of the Lots are served by three separate community systems, located on Tract E for the benefit of Lots 1A through 8A, on Tract E for the benefit of Lots 1C, 2C, the Lodge and Lot 9A, and on Tract E for the benefit of Lots 3C through 9C and Lots 1B and 2B, as shown on the as-built described in (d) below. The Association shall maintain, repair and replace the community septic tanks, pumps, pipes, and drain fields. The cost of such work shall be charged by the Association to the Owners of those Lots served by each community systems, proportionately, as a part of their annual, special, or specific assessments as appropriate.

(c) Operation and Maintenance Manual and Permit. The Association shall maintain the Septic Systems pursuant to the Operation and Maintenance Manual dated the 4th day of June, 1999, prepared by Dave Ray & Associates, and the most current Operation and Maintenance Permit issued by the Tacoma-Pierce County Health Department. The Manual and the Permit may be revised from time to time as required by state or local laws or regulations; provided, however that the Association shall maintain a valid Permit with the Tacoma-Pierce County Health Department. The Manual, and any amendments, shall be made available for inspections by the Owners, together with all other Association documents.

(d) Annual Reporting to the Health Department. The Association shall provide the Tacoma-Pierce County Health Department with annual reports on the status of implementing the Manual, any required changes to the Manual, together with any required reporting under the Permit. The as-built drawing shall be made available for inspection by the Owners, together with all other Association documents.

(e) Contract for Maintenance Work. The Association shall fulfill its inspections and maintenance obligations under this section by entering into a contract with a company or entity that is licensed and bonded to perform such work, and which is approved by the Tacoma-Pierce County Health Department, or such other governmental entity with jurisdiction

(f) Payment for Charges. Upon receiving a bill for services for the three community septic systems, the Association shall bill the Owners of those Lots utilized by each community system, proportionately, as a specific assessment.

(g) Future Public Sewers. If a public entity provides sanitary sewer service in the future, any charges or improvements with respect to individual Lots shall be the responsibility of the individual Lot Owners. Any charges or improvements with respect to streets (Tract G), community drain field (Tract E), or any other Common Areas shall be the responsibility of the Association, chargeable to the Lots served as a specific assessment. Nothing in this Declaration should be interpreted to impose or accept any greater responsibility on the Owners or Association than would be charged to any other person served by the public entity.

Section 7.4 Landscaping and Related Improvements. The Association shall maintain and trim all street trees, grass and irrigation system installed, including the installations along both sides of Boundary Street and along the Portland Street right-of-way. The Association shall also maintain the fence installed along the perimeter of the plat..

ARTICLE VIII

Architectural Control Committee

Section 8.1 Appointments and Membership. There is hereby constituted an Architectural Control Committee (the "ACC"); The ACC shall be appointed by the Board. A majority of the ACC may designate a representative to act for it, which representative shall be known as the Control Architect. Neither the Members of the ACC, nor the Control Architect, shall be entitled to any compensation for services performed pursuant to these covenants.

Section 8.2 Guidelines: Plan Check Fees. The ACC shall have the authority to adopt and amend written guidelines to be applied in its review of plans and specifications, in order to further the intent and purpose of this Declaration and any other covenants or restrictions covering the Property. If such guidelines are adopted, they shall be available to all Members upon request. The ACC shall have the authority to adopt plan check fees to cover the administrative costs associated with reviewing plans.

Section 8.3 Meetings: Compensation. The ACC shall meet as necessary to properly perform its duties, and shall keep and maintain a record of all actions taken at the meetings or otherwise. Unless authorized by the Association, the Members of the ACC shall not receive any compensation for their services. All Members shall be entitled to reimbursement for reasonable expenses in connection with the performance of any ACC duties.

Section 8.4 No Waiver. Approval by the ACC of any plans, drawings or specifications shall not be a waiver of the right to withhold approval of any similar plan, drawing, specification, or matter submitted for approval.

Section 8.5 Liability. Neither the ACC nor any of its Members shall be liable to the Association or to any Owner for any damage, loss or prejudice resulting from any action taken in good faith on a matter submitted to the ACC for approval or for failure to approve any matter submitted to the ACC. The ACC or its members may consult with the Association or any Owner with respect to any plans, drawings, or specifications, or any other proposal submitted to the ACC.

ARTICLE IX

Architectural and Landscape Control

Section 9.1 Approval of Plans Required. Except as provided in Section 9.2 below, none of the following actions may be taken until plans and specification for the same have been approved in writing by the ACC:

- (a) The construction of private roads or driveways.
- (b) The construction or erection of any building, fence, wall or other structure, including the installation, erection, or construction of any solar collection device.
- (c) The remodeling, repainting, reconstruction, or alteration of any road, driveway, building or other structure.
- (d) The installation of a landscaping plan.

Section 9.2 Procedure for Approval. Any person wishing to take any of the actions described above shall submit to the ACC two (2) sets of plans and specification showing:

- (a) The size, dimension and material of the improvements;
- (b) The exterior design;

- (c) The exterior color scheme;
- (d) The exact location of the improvement on the Lot;
- (e) The location of driveways and parking areas;
- (f) The scheme for drainage and grading;
- (g) The proposed landscaping;
- (h) Proposed outdoor lighting; and
- (i) A copy of the septic system design as approved by Pierce County.

Approval of such plans and specifications shall be evidenced by written notation on such plans and specifications, one (1) copy of which shall be delivered to the Owner of the Lot upon which the proposed action is to be taken. The ACC shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications. The ACC shall make its decision within thirty (30) business days from the date the completed plans and specifications are submitted.

Section 9.4 Criteria for Approval. Approval of plans and specifications may be withheld or conditioned if the proposed action is at variance with these covenants, other covenants covering the Property, or design guidelines adopted by the ACC. Approval may also be withheld or conditioned if, in the opinion of the ACC, the proposed action will be detrimental to the community because of the grading and drainage plan, location of the improvement on the Lot, color scheme, finish design proportions, size of home, shape, height, style, materials, outdoor lighting proposed, or landscaping plan.

Section 9.5 Conformity With Approved Plans. It shall be the responsibility of the ACC to determine that actions have been completed in accordance with the plans as submitted and approved. Such determination must be made within sixty (60) days of the completion of the action. If the ACC shall determine that the action does not comply with the plans and specifications as approved it shall notify the Owner within that sixty (60) day period, and the Owner, within such time as the ACC shall specify, but not less than thirty (30) days, shall either remove or alter the improvement or take such other steps as the ACC shall designate.

ARTICLE X

Permitted and Prohibited Uses

Section 10.1 General. All Lots shall be used solely and exclusively for private one-family residences, and duplexes, with appurtenant garages as depicted on the Development Plan. A building site shall consist of not less than one (1) Lot as shown on the recorded plan. No Lot shall be divided except that with the permission of the ACC and the City of Lakewood, the boundary between two Lots may be adjusted. Any building or structure to be erected, constructed or maintained shall be commensurate in quality with the other homes in said subdivision

Section 10.2 Dwelling Quality and Size. No home or other improvement as described in Section 9.1 shall be permitted on any Lot without the prior approval of the Control Architect or ACC. It is the intention and purpose of these covenants to assure that all homes shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded for the minimum permitted dwelling size. Houses or other structures on Lots 10C through 15C and 1D through 27D shall be one story only. Houses or other structures on all other lots shall not exceed two stories in height. Homes on Lots 1A through 9A shall each have a minimum living space area of 2,500 square feet, not including garage area, in one or two stories. Lots 1B, 2B, and 3C through 9C shall have a

minimum living space area of 2,500 square feet, not including garage area, in one or two stories. Lots 1C and 2C shall have a minimum living space area of 1,500 square feet per each duplex side, or 2,500 square feet for a single family residence, not including garage area, in one or two stories. Lots 10C through 15C and 1D through 27D shall have a minimum living space area of 1,700 square feet, not including garage area, in one story only. Siding must be lap, cedar board and bat, brick or stucco. Roofing must be 25 year composition, tile, shake or better.

Section 10.3 Garages. Where it is architecturally possible, all garages shall be incorporated in or made a part of the dwelling. On-site parking provisions for no less than two automobiles shall be provided in addition to garage automobile storage. Where a garage is not a part of a dwelling, it shall not be located closer than 20 feet from the front line of the building site (measured at the closest point of each said line).

Section 10.4 Animals. No animals, livestock or poultry of any kind, other than household pets, shall be kept or maintained on any part of said Property. Dogs and cats, not to exceed a total of two, may be kept on any Lot, provided that they are not kept, bred or maintained for any commercial use or purpose. No reptiles shall be kept upon the premises. Any dogs must be kept so as to minimize excessive noise from barking or otherwise shall be considered a nuisance according to the terms of these covenants.

Section 10.5 Temporary Structures. No building or structure shall be moved onto any land embraced in said subdivision. No trailers, mobile homes, or motor homes shall be maintained on any building site prior to the erection of a home thereon, except that a garage or other small building or permanent structure may be erected for the storing of tools and other articles but shall not be used for residence purposes. Nothing in this restriction shall prevent the temporary use of a construction shack and/or trailer during the construction of any approved dwelling

Section 10.6 Construction. The work of construction of all buildings and structures shall be prosecuted diligently and continuously from commencement of construction until the structures are fully completed and painted. All structures shall be completed as to external appearance, including finish painting, within six (6) months from the date of commencement of construction. Except with the approval of the Control Architect or the ACC, no persons shall reside upon the premises of any Lot until such time as the improvements to be erected thereon in accordance with the plans and specifications approved by the Control Architect or ACC have been completed.

Section 10.7 Garbage and Refuse Disposal. No garbage, rubbish or cuttings shall be deposited on or left on the Lot premises, unless placed in an attractive container suitably located and screened from public view. No building material of any kind shall be placed or stored upon any Property in said subdivision until the Owner is ready to commence construction; then such material shall be placed within the Property line of the building site upon which structures are to be erected and shall not be placed in the street.

Section 10.8 Nuisances. No noxious or undesirable thing or noxious or undesirable use of property in said subdivision whatsoever shall be permitted or maintained upon the Property. If the Control Architect or ACC shall determine what trade, business or use is undesirable or noxious, such determination shall be conclusive. The use of illegal fireworks and the use of motorcycles for purposes other than transportation to and from Eagle Point at American Lake shall be considered a nuisance and are prohibited.

Section 10.9 Signs. No sign of any kind shall be placed on the Property, except:

- (1) signs identifying the Owner and address;
- (2) signs designating a Lot or residence for sale or rent;

- (3) political yard signs before any primary or general election (RCW 64.38.034)

No such signs shall be of a size greater than two (2) feet square, and shall not be of a nature offensive or obnoxious to persons owning Property within the subdivision. No business signs, advertising signs or signs in any way relating to occupation or profession shall be allowed.

Section 10.10 Oil and Mining Operations. Oil drilling or oil development operations, refining, mining operations of any kind or the operation of quarries, gravel and sand pit, soil removing or topsoil stripping shall not be permitted on any of the building sites of the subdivision described herein. No oil wells, tanks, tunnels, mineral excavations or shafts shall be permitted. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

Section 10.11 Individual Water Systems. No individual water supply systems shall be permitted on any Lot.

Section 10.12 Clotheslines. No clotheslines shall be located on a Lot premises so as to be visible from the street, a private way, or other residential Lots or public areas.

Section 10.13 Fuel Tanks. No fuel tank shall be maintained above ground on any Lot, unless screened from view in a manner satisfactory to the Control Architect or the ACC.

Section 10.14 Excavation. Except with the permission of the Control Architect or the ACC, or except as may be necessary in connection with the construction of any improvement, no excavation shall be made nor shall any dirt be removed from a Lot herein.

Section 10.15 Fences. No fence, wall or hedge shall be erected, placed or altered on any Lot nearer to any street than the front wall of the house, except that nothing shall prevent the erection of a necessary retaining wall (the top of which does not extend more than one (1) foot above the finished grade). A variance may be granted by the Control Architect or ACC, but only upon a showing by the Owner of extraordinary circumstances. Fences will be erected only after the design of the fence has been approved by the Control Architect or the ACC. On waterfront Lots, no rear yard fences, walls or hedges shall be erected or placed that exceeds four (4) feet in height.

Section 10.16 Cutting of Trees. No cutting of trees shall be permitted without the prior written approval of the Control Architect or the ACC.

Section 10.17 Natural Drainage. Except with the approval of the Control Architect or the ACC, the natural drainage of any Lot shall not be changed.

Section 10.18 Exterior Lighting. Exterior lighting of any sort which is visible from any street or from any other lot in this subdivision shall not be installed without first obtaining the permission of the Control Architect or the ACC.

Section 10.19 Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or, in the case of a rounded Property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection, unless the foliage line is maintained a sufficient height to prevent obstruction of such sight lines.

Section 10.20 Vehicle and Boat Parking. No vehicle may be parked on any building lot, except on designated and approved driveways or parking areas, which areas shall be hard-surfaced. Any additional parking added after the initial landscaping shall be hard surfaces and constructed only in accordance with the site plan approved by the ACC [Architectural Control Committee]. Only the cars of guests and visitors may be parked on the streets. All other vehicles shall be parked in garages or on driveways located entirely on a lot, except that cars, trucks, motor homes, trailers, and boats belonging to home owners may be parked on the street in front of their homes for a maximum of 48 hours for purposes of loading or unloading, or in emergency situations while awaiting repairs. If additional time is required, the home owner may move said vehicle to one of the four marked stalls in the Lodge parking lot for an additional 48 hours.

No inoperable vehicles, boats, motorcycles or other motorized apparatus shall be stored on the premises or the streets within the subdivision. No mechanical repairs shall be conducted upon the premises, except minor maintenance and mechanical work by a resident of the subdivision on said resident's private vehicle or boat, provided that any such conduct be in a manner which is not offensive to persons residing in the neighborhood, is not unsightly, does not result in unusual noise or debris being placed upon the premises and is in keeping with the residential development. If the maintenance or mechanical work requires more than 48 hours, a note must be affixed to the vehicle providing the name of the owner, a telephone number, and a specific date by which the vehicle will be removed.

If an Owner refuses to remove an illegal vehicle, the Board of Directors shall have the power to remove the vehicle at the owner's expense. Owners at no time shall keep or permit to be kept on their premises any house trailer, unattached camper, recreational vehicle (RV), mobile home, boat or boat trailer, or utility trailer, unless the same is housed within a garage or is otherwise out of public view. Boats are permitted in the water at appropriate moorage; however, boats are not permitted to moor at the dock over night. Boats shall be maintained in good condition and no unsightly boats are permitted.

Section 10.21 Utility Lines: Radio and Television Antennas. All electrical service, telephone lines and other outdoor utility lines shall be placed underground. No exposed or exterior radio or television transmission or receiving antennas, including satellite dishes greater than 1 meter in diameter shall be erected, placed, or maintained on any part of the premises; provided, however, that antennas and satellite dishes smaller than 1 meter in diameter may be erected, placed, and maintained on the premises in a location approved by the ACC prior to installation or construction. Any waiver of these restrictions shall not constitute a waiver as to other Lots or lines or antennas.

Section 10.22 Landscaping. All Lot Owners shall install and keep watered street trees as required on the approved Landscaping Plan. On the Waterfront Lots, the Owners shall be responsible for installing and maintaining landscaping in their rear yard according to the Landscaping Plan approved by the City of Lakewood, dated March 12, 1999. The Owners shall use an ACC-approved landscaper to install the plantings, provided, however, that an Owner may seek ACC approval for a landscaper not on the ACC list.

Section 10.21. Irrigation. All Lot Owners shall install and maintain irrigation systems to serve that Owner's Lot. The irrigation system must be approved by the ACC prior to installation.

ARTICLE XI

Insurance Requirements

The Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for a comparably structured home owners' association.

ARTICLE XII

Damage or Destruction

Section 12.1 Insurance Proceeds Sufficient. In the event of damage or destruction to all or part of the Common Areas the insurance proceeds, if sufficient, shall be applied to repair, reconstruct or rebuild the Common Area in accordance with the original plans. Such repair, reconstruction or rebuilding shall be arranged for promptly by the Board of Directors.

Section 12.2 Insurance Proceeds Insufficient. If the insurance proceeds are insufficient to pay for the cost to repair the Common Areas, the Board shall promptly, but in no event later than ninety (90) days after the date of damage or destruction, give notice to and conduct a special meeting of the Owners to review the proposed repairs, replacement, and reconstruction, as well as the projected cost of such repairs, replacement or reconstruction. The Owners shall be deemed to have approved the proposed repairs, replacement, and reconstruction as proposed by the Board at that meeting, unless the Owners decide by an affirmative vote of fifty-one percent (51%) of the total votes cast at such meeting (provided a quorum exists), to repair, replace, or reconstruct the Common Areas in accordance with the original plan in a different manner than that proposed by the Board. In any case, however, use of hazard insurance proceeds for other than repair, replacement, or reconstruction of the Common Area in accordance with the original plans shall not be permitted without the prior written approval of at least sixty-seven (67) percent of the owners of the Lots.

ARTICLE XIII

Condemnation

Section 13.1 Partial Condemnation. In the event of a partial condemnation of the Common Areas, the proceeds shall be used to restore the remaining Common Area and any balance remaining shall be distributed to the Association.

Section 13.2 Total Condemnation. In the event that the entire Common Area is taken or condemned, or sold, or otherwise disposed of in lieu of or in avoidance thereof, the condemnation award shall be distributed to the Association.

ARTICLE XIV

General Provisions

Section 14.1 Binding Effect. All present and future Owners or occupants of Lots shall be subject to and shall comply with the provisions of this Declaration, and the Bylaws and rules and regulations of the Association, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into occupancy of any Lot shall constitute an agreement that the provisions of this Declaration, and the Bylaws and rules and regulations of the Association, as they may be amended from time to time, are accepted and ratified by such Owner or occupant, and all such provisions shall bind any person having at any time any interest or estate in such Lot, as though such provisions were recited and stipulated at length in each and every deed and conveyance or lease thereof.

Section 14.2 Enforcement. The Association and any Owner shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.

Section 14.3 Failure to Enforce. No delay or omission on the part of the Association or the Owners of Lots in exercising any rights, power, or remedy provided in this Declaration shall be construed as a waiver of or acquiescence in any breach of the covenants, conditions, reservations or restrictions set forth in the Declaration. No action shall be brought or maintained by anyone whatsoever against the Association for or on account of its failure to bring any action for any breach of these covenants, conditions, reservations, or restrictions, or for imposing restrictions which may be unenforceable.

Section 14.4 Severability. Invalidation of any one of these concerns or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 14.5 Interpretation. In interpreting this Declaration, the term "person" may include natural persons, partnerships, corporations, associations, and personal representatives. The singular may also include the plural and the masculine may include the feminine, or visa versa, where the context so admits or requires. This Declaration shall be liberally construed in favor of the party seeking to enforce its provisions to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Property of Eagle Point at American Lake.

Section 14.6 Discrimination Prohibited. Nothing in this Declaration shall be interpreted to restrict the use, occupancy, conveyance, encumbrance, or lease of real property to individuals of a specified race, creed, color, sex, or national origin; families with children status; individuals with any sensory, mental, or physical disability; or individuals who use a trained dog guide or service animal because they are blind or deaf or have a physical disability. (RCW 49.60.244)

Section 14.7 Amendment By Lot Owners. This Declaration can be amended only by an affirmative vote of the Owners of seventy-five percent (75%) of the Lots at a meeting called for such purposes; provided, no amendment shall be passed which materially impairs the substantial rights of a Lot Owner as established herein unless the impacted Lot Owner(s) consents in writing. Any such amendment must be in writing, signed by the President and Secretary of the Association, attesting to the notice, meeting and those votes cast meet the requirements of this Declaration and the Bylaws, together with the approving Lot Owners, and recorded with the Pierce County Auditor. The amendment shall not be effective until recording.

Section 14.8 Amendment by Court Action. The Association and/or any Lot Owner shall have the right to seek amendment by way of civil suit wherein the basis for the amendment is either: (a) governmental requirements; or, (b) manifest unfairness due to substantially changed circumstances beyond the control of the Lot Owner seeking the amendment. In any such court action, the court may exercise its equitable powers to grant such relief as is deemed appropriate.

Section 14.9 Notice. Any notice required hereunder shall be deemed effective when personally delivered or three (3) days after mailing by certified and regular mail to the Owner of public record at the time of such mailing to such Owner's address as appears on the Pierce County Assessor's tax records and to the street address of the Lot(s) herein. Notices to lenders shall be sent to the last address the lender has given to the Association. The Association is not required to provide notice of any matter to any lender who has not notified the Association in writing of such lender's desire to receive notice, and/or has not given the Association written notice of the lender's address for receipt of notices. The Association shall not undergo investigation outside of its own records into the name or location of any lender or lien holder.

Section 14.10 Enforcement By Self Help. The Association, or its duly appointed agent may enter upon any Lot, which entry shall not be deemed a trespass, and take whatever steps are necessary to correct a violation of the provisions of this Declaration; provided, this provision shall not be construed as permission to breach the peace.

Section 14.11 Condition Precedent to Action. Prior to taking action under section 14.2 or 14.10 above, written notice shall be given to the offending Lot Owner. Such notice shall specify the nature of the offense and shall also specify the action necessary to cure. Such notice shall also provide a reasonable opportunity to cure which, except in the case of an emergency, shall not be less than thirty (30) days.


Section 14.12 Expenses of Action. The expenses of any corrective action or enforcement of this Declaration, if not paid by the offending Owner within thirty (30) days after written notice and billing, may be filed as a lien upon such Lot, enforceable as other liens herein.

Section 14.13 Costs and Attorneys' Fees. In the event of legal action, the prevailing party shall be entitled to recover actual costs and reasonable attorney fees. For the purposes of this Declaration "legal action" shall include arbitration, lawsuit, trial, appeals, and any action, negotiations, demands, counseling or otherwise where the prevailing party has hired an attorney. It is the intent of this provision to reimburse the prevailing party for all reasonable attorney fees and actual costs incurred in defending or enforcing the provisions of this Declaration, or the Owner's right hereunder.

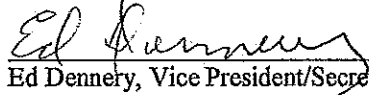
END OF RESTATEMENT

IN WITNESS WHEREOF, the undersigned has caused this Restatement to be executed this 31st day of August, 2011.

**EAGLE POINT AT AMERICAN LAKE
HOME OWNERS' ASSOCIATION**



Brian Hagel, President



Ed Dennerly, Vice President/Secretary

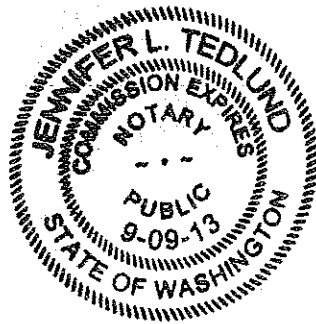
STATE OF WASHINGTON)


ss.

COUNTY OF PIERCE)

On this 31st day of August, 2011, before me personally appeared Brian Hagel, President and Ed Dennerly, Vice President/Secretary of Eagle Point at American Lake Home Owners' Association, a Washington corporation, and executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Association, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.





NOTARY PUBLIC in and for the State of Washington,
Residing in Tukwila WA
My Appointment Expires: 9/9/13

Exhibit A (legal descriptions) and Exhibit B (maps) not included in this copy to save printing costs.

**NOTICE OF MOTION TO AMEND THE EAGLE POINT HOA CC&Rs TO BE
MADE BY EDMOND DENNERY AT ANNUAL MEETING OF
SEPTEMBER 27, 2011**

Present reading:

CC&R Section 10.19 Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or, in the case of a rounded Property comer, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection, unless the foliage line is maintained a sufficient height to prevent obstruction of such sight lines.

Motion to amend CC&R Section 10.19 to insert “object,” after “No” and prior to “fence.”

Section 10.19 to read:

Section 10.19 Sight Distance at Intersection. No *object*, fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or, in the case of a rounded Property comer, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection, unless the foliage line is maintained a sufficient height to prevent obstruction of such sight lines.

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