

Return Address

CENTEX HOMES
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Bellevue, Washington 98005



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE MEWS AT LAKE WILDERNESS

2002 032 1061895

Grantor/Declarant: CENTEX HOMES

Grantee: THE MEWS AT LAKE WILDERNESS HOMEOWNERS ASSOCIATION

Legal Description:

Abbreviated: A portion of Section 22, Township 22 North, Range 6 East, W.M., King County, Washington.

Full: See Exhibit A

Property Tax Account Numbers: 222206-9010-01

FILED BY CHICAGO TITLE INSURANCE CO. (41)
REF # W0201049-10 (2)

THIS DECLARATION is made this 4th day of DECEMBER, 2001, by CENTEX HOMES, a Nevada general partnership (hereinafter "Declarant")

RECITALS

A Declarant is developing a planned residential development known as The Mews at Lake Wilderness ("The Mews") upon certain real property in the City, the legal description of which is attached as Exhibit A

B Declarant has formed a homeowners association to which only the owners of lots in The Mews will be members, to be filed with the Washington Secretary of State as The Mews at Lake Wilderness Homeowners Association, a non-profit corporation

C Declarant desires to establish covenants for the purpose of protecting the value and desirability of the property within The Mews, and the rights and benefits of the lot owners thereof, of insuring the aesthetic quality and uniformity of the structures and improvements in The Mews, and of defining the rules for the use and ongoing maintenance of its common areas

DECLARATION

NOW, THEREFORE, Declarant hereby declares that The Mews at Lake Wilderness, recorded in Volume 203 of Plats, Pages 18 through 23 in King County, Washington, under King County Recording Number 2001127002-035 shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements.

These covenants, conditions, restrictions and easements shall run with the land and shall inure to the benefit of and be binding upon all parties, their heirs, successors and assigns, having any right, title or interest in the described plat or any part thereof

Article I. DEFINITIONS

1. "ACC" means the Architectural Control Committee referred to in Article VI
2. "Association" means The Mews at Lake Wilderness Homeowners Association, a Washington nonprofit corporation, its successors and assigns
3. "Board" means the Board of Directors of the Association as provided for in the Bylaws of the Association
4. "Bylaws" means the Bylaws of the Association and all amendments thereto
5. "Common Areas" means all real property and interests in real property (including the improvements thereto) in The Mews owned as tenants in common by the Owners for their common use and enjoyment, as described in Exhibit B, as it may be amended upon the addition of property in later phases Tract A will be dedicated to the City of Maple Valley, and is specifically excluded from the Common Areas

2002 032 1001895

- 2002 032 1001895
6. "City" means Maple Valley, Washington
 7. "Declarant" means Centex Homes, a Nevada general partnership, and its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development and by written instrument in recordable form be specifically assigned the rights and duties of Declarant
 8. "Declaration" means this Declaration and any amendments thereto
 9. "Lot" means each of the numbered lots in The Mews shown on the Plat, and shall not include any Common Area or areas dedicated to governments or public agencies
 10. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot in the Property, including any person or entity holding a vendee's interest under a real estate contract for the sale of any such Lots, but excluding those having such interest merely as security for the performance of an obligation
 11. "Plat" means the plat of The Mews at Lake Wilderness, recorded in Volume 203 of Plats, Pages 18 through 23 in King County, Washington, under King County Recording Number 2001121002035
 12. "Property" means the real property subjected to this Declaration
 13. "Shared Entry" means the common entrance at 231st Avenue SE and Highway 169, which is commonly maintained by the Association and The Highlands at Lake Wilderness Homeowner's Association per agreement recorded under King County Recording Number 20020321001894 (the "Maintenance Agreement")

Article II. PROPERTY RIGHTS

1. Ownership of Common Areas

Every Owner shall have an equal undivided interest as tenants in common with all Owners in and to the Common Areas. This interest may not be separately alienated or encumbered, but shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions

- (a) the right of the Association to adopt rules governing the appropriate use and treatment of the Common Areas and facilities,
- (b) the right of the Association to levy assessments against the Owners for maintenance, repair, improvement and replacement of the Common Areas and facilities, and

- (c) the right of the Association to require from any Owner reimbursement to the Association for damages caused to the Common Areas or Lots due to such Owner's negligence or willful acts

2. Conveyance of Tract A

Tract A shall be dedicated to the City of Maple Valley for the purpose of operating, maintaining, and repairing the drainage facilities contained therein, effective upon recordation of the Plat

3. Delegation of Use

Any Owner may delegate his or her right of enjoyment to the Common Areas and facilities to the members of his or her family, his or her tenants, or contract purchasers who reside on the Property, in accordance with the Bylaws of the Association

Article III. OWNERS ASSOCIATION

1. Establishment

There is hereby created an association to be called The Mews at Lake Wilderness Homeowners Association

2. Form of Association

The Association shall be a nonprofit corporation formed and operated pursuant to Title 24, Revised Code of Washington

3. Membership

Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot

4. Voting

- (a) Voting Membership The Association shall have two classes of voting memberships

Class A Class A members shall be all Owners of Lots, with the exception of Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members entitled to one aggregate vote for each such Lot owned

2002 032 1001895

Class B The Class B member shall be the Declarant, which shall be entitled to three votes for each Lot owned by it. The Class B membership shall cease and be converted to Class A membership on the earlier of the following

(1) when the total eligible votes in the Class A membership equal the total eligible votes in the Class B membership, or

(2) on January 1, 2006

(b) Number of Votes Except as provided above, the total voting power of all Owners shall equal the number of Lots at any given time and the total number of votes available to Owners of any one Lot shall be one vote. When ownership in one Lot is in joint Owners, the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any one Lot. If more than one vote is cast for a particular Lot, none of those votes shall be counted and those votes shall be deemed void. The vote for any Lot must be cast as a single vote. Fractional votes shall not be allowed.

(c) Voting Representative There shall be one voting representative of each Lot. Declarant shall be the voting representative for each Lot owned by Declarant. Each individual Owner shall be the voting representative for each Lot owned by such Owner. Declarant and Owners may designate a voting representative other than themselves who need not be an Owner by written notice to the Board. Such designation shall be revocable at any time by actual notice to the Board.

5. **Bylaws of Association**

(a) Adoption of Bylaws Bylaws for the administration of the Association and the Property shall be adopted by the Owners at a regular or special meeting or by the Board. Declarant may adopt the initial Bylaws. Amendments to the Bylaws may be adopted by the Owners at a regular or special meeting, provided notice of the time, place and purpose of such meeting shall be delivered to each Owner at least ten days prior to such meeting.

(b) Provisions of Bylaws The Bylaws shall be deemed to contain provisions identical to those provided in this Declaration, and may contain supplementary provisions not inconsistent with the provisions in this Declaration. To the extent any inconsistencies arise between the Bylaws and the Declaration, the Declaration shall control. The Bylaws shall establish such provisions for quorum, ordering of meetings and giving of notices as may be required for the proper administration of the Association and the Property.

Article IV. MANAGEMENT OF ASSOCIATION

1. **Administration of the Property**

2002 032 1001895

The Owners covenant and agree that the administration of the Property shall be in accordance with the provisions of this Declaration and the Bylaws

2. Management by Declarant

Declarant or a managing agent selected by Declarant shall have the power and authority to exercise all the rights, duties and functions of the Board, including but not limited to enacting reasonable administrative rules, contracting for required services, property and insurance, and collecting and expending all assessments and Association funds, until the earlier of

- (a) one hundred twenty days after the Class B membership terminates, or
- (b) the date on which Declarant elects to permanently relinquish all of its authority under this section by written notice recorded in the real property records of King County, Washington

3. Management by Advisory Board

Declarant may select an Advisory Board comprised of Owners. This Advisory Board shall have full authority and all rights, responsibilities, privileges, and duties to manage the Property as may be delegated from time to time by Declarant, and shall be subject to all provisions of this Declaration and the Bylaws. Declarant may at any time terminate this Advisory Board.

4. Management by Elected Board

At the expiration of Declarant's management authority as defined above, administrative power and authority shall vest in the Board elected by the Owners. The number, term, duties and powers and all matters relating to the organization of the Board shall be specified in the Bylaws. The Board may delegate all or any portion of its administrative duties to a manager, a managing agent or as may be provided in the Bylaws.

Article V. COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessment

Declarant, for each Lot, hereby covenants, and each Owner by acceptance of a deed or other conveyance for any Lot, whether or not it shall be so expressed in such deed, is deemed to personally covenant and agree to pay to the Association:

- (a) annual assessments or charges, and
- (b) special assessments for capital improvements, reconstruction or other purposes

2002 032 1001895

The annual and special assessment shall be established and collected as hereinafter provided. The annual and special assessments or charges, together with interest, costs, and reasonable attorneys' fees incurred in the collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made.

2. Purpose of Assessments

The assessments levied by the Association shall be used exclusively for the maintenance, repair and replacement of the Common Areas within the Property which are for the joint benefit of the Owners, the maintenance and upkeep of the Shared Entry, and to promote the recreation, health, safety, and welfare of the residents in the Property.

3. Initial and Subsequent Annual Assessments; Budgets

The initial annual assessment for calendar year 2001 is \$ 365 per Lot. The initial annual assessment shall commence for each Lot on the first day of the month following the date of closing of the conveyance of the Lot from Declarant to an Owner other than Declarant, with the amount due prorated based upon the number of months remaining in the calendar year. Subsequent annual assessments shall be based upon annual budgets adopted by the Board and ratified by the members of the Association at a meeting of the Association held for that purpose. Included in the budget shall be that portion allocable to the Property of the costs associated with maintenance and upkeep of the Shared Entry, as determined pursuant to the Maintenance Agreement. The budget adopted by the Board shall be deemed approved by the members unless members holding 51% of the votes in the Association vote to reject the budget at that meeting.

4. Special Assessment for Capital Improvements

In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment for the purpose of defraying in whole or in part the cost of a capital improvement upon the Common Areas. The special assessment shall be levied pursuant to a budget approved by the Board and ratified by members of the Association at a meeting of the Association held for that purpose. The budget adopted by the Board shall require ratification or approval by members holding two-thirds of the votes of members who are voting in person or by proxy at a meeting held for that purpose.

5. Notice of Meeting for Any Action Authorized Under Sections 3 and 4

Written notice of any meeting called for the purpose of voting on any action under Section 3 or 4 shall be sent to all members of the Association not less than 14 days nor more than 60 days before the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 40% of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

2002 032 1001895

6. Uniform Rate of Assessment

Subject to the provisions of Section 7 with respect to commencement of assessments, both annual and special assessments must be fixed at uniform rate for all Lots and may be collected on an annual, quarterly or monthly basis, as established by the Board

7. Date of Commencement of Annual Assessments

The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of each individual Lot from Declarant to an Owner other than Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year, and shall be paid upon closing of the Lot. The amount of the annual assessment against each Lot shall be established at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner. The due date for each full year's annual assessment shall be January 15th or such other date or dates as may be established by the Board. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

8. Payment of Annual Assessments

Each Owner shall pay its annual assessment on or before the date due to the Association or its managing agent.

9. Effect of Nonpayment of Assessment and Remedies of the Association

Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 12% per annum. The Association may foreclose the lien against the Lot by judicial or nonjudicial procedures, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his or her Lot.

10. Subordination of Assessment Liens to Mortgages

Any lien upon a Lot for assessments created under this Declaration shall be subject and subordinate to any security interest perfected by a first deed of trust or mortgage granted in good faith and for fair value upon such Lot. The sale or transfer of any Lot pursuant to foreclosure, or to any proceeding in lieu thereof, of any such deed of trust or mortgage shall extinguish any such subordinate lien for accrued assessments. No such sale or transfer, however, shall relieve such Lot from liability for any assessments becoming due after such sale or transfer or from the lien therefor.

2002 032 1001895

11. Subsidy by Declarant

During the period in which Declarant retains the authority under this Declaration and the Bylaws to elect a majority of the Board, Declarant shall subsidize the Association to the extent that the expenses of the Association exceed the revenues raised by the collection of assessments

Article VI. ARCHITECTURAL CONTROL AND RESTRICTIONS APPLICABLE TO THE PROPERTY**1. Improvements Subject to Architectural Control**

No clearing, grading, construction or placing of any building, fence, wall, substantial landscaping or other improvement shall be commenced or executed upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee (the "ACC"), in its sole discretion, as to harmony of external design and location in relation to surrounding structures and topography. In the event the ACC fails to approve or disapprove of such design and location within 30 days after such plans and specifications are submitted to it for approval, approval shall not be required and compliance with this Article shall be deemed to have been met

Except that, any and all construction of improvements performed by Declarant shall not be subject to this provision

2. Qualifications, Number and Term of Members of the Architectural Control Committee

Until 90% of the Lots are sold, Declarant shall have the right to exercise all the powers and duties of the ACC. Thereafter, the ACC shall be composed of three or more persons appointed by the Board to serve until removed by the Board. The members of the ACC need not be members of the Association.

3. Purpose

The purpose of the ACC is to protect and preserve the property value of the Lots and improvements thereon by preventing unsightly conditions and unsuitable improvements from existing on the Property.

4. Powers

The ACC shall have the right to

- (a) establish guidelines, procedures and requirements for the construction or alteration of any and all improvements to be erected or placed on any Lot or

2002 032 1091895

building site on the Property, including but not limited to requirements for elevation plans, specifications, plot plan, lot grading plans, workmanship and materials, height restrictions and building setback restrictions (the "Architectural Guidelines") The original Architectural Guidelines are attached to this Declaration as Exhibit C. The Architectural Guidelines may be amended from time to time by the ACC without the necessity of amending this Declaration so long as such amendments are not inconsistent with the restrictions set forth in Article X,

- (b) review plans and specifications and other materials submitted in connection with the construction or alteration of any improvements on the Property and approve or disapprove such submittals in accordance with the Architectural Guidelines, and
- (c) recommend and approve the construction of walls, rockeries, fences, or other structures for the purpose of screening portions of the Property from public view, minimizing noise factors, increasing aesthetic value or for other reasons that would contribute to the enjoyment, convenience and benefit of all Owners, and establish the requirements for the size, height, plans and specifications, color and materials of such structures

5. Procedure for Architectural Control Committee Approval

The procedure for obtaining approval from the ACC for any construction or alteration subject to the requirements described in this Article is set forth in Section III of the Architectural Guidelines

6. Nonliability for Approval of Plans

ACC approval of plans shall not constitute a representation, warranty or guarantee, whether express or implied, that such plans and specifications comply with good engineering design or with zoning or building ordinances, or other governmental regulations or restrictions. By approving such plans and specifications, neither the ACC, the members thereof, the Association, any member thereof, the Board nor Declarant assumes any liability or responsibility therefor, or for specifications. Neither the ACC, any member thereof, the Association, the Board nor Declarant shall be liable to any member, Owner, occupant, or other person or entity for any damage, loss or prejudice suffered or claimed on account of

- (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, or
- (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications

2002 032 1091895

7. Restrictions Applicable to Improvements on Property

Restrictions applicable to the development and/or improvement of the Property are set forth in Article X of this Declaration and in the Architectural Guidelines, as they may be amended from time to time

8. Waiver or Modification of Restrictions

The ACC may by written determination waive or modify any restriction contained in the Architectural Guidelines if the ACC finds that an extreme hardship may be imposed by a restriction and if a waiver or modification of such restriction would not have a significant adverse effect on the Property or the general plan of the development, provided that any waiver or modification shall apply only to the specific Lot and restriction set forth in the written determination

9. Right of Entry for the Purpose of Verifying Compliance with Restrictions

Any agent or officer of the Association may during regular business hours and upon 24 hours' prior notice enter and inspect any Lot and the improvements thereon to determine compliance with the provisions of Article X or the Architectural Guidelines. The Association, and any of its agents and officers, shall not be deemed guilty of trespass or liable for any reason for such entry or inspection

10. Evidence of Compliance With Restrictions

Records of the Association with respect to compliance with the provisions of Article X or the Architectural Guidelines shall be conclusive evidence as to all matters shown by such records. After the expiration of six months following the completion of any construction, addition, alteration or change to any improvement or structure, in the absence of any notice to comply or in the absence of any suit to enjoin such work within said period, then such improvement or structure shall be deemed to be in compliance with the provisions of this Article

11. Declarant Exemption

The ACC shall have no authority, power or jurisdiction whatsoever over any Lots owned by Declarant. This Article shall not be amended without Declarant's written consent set forth on the amendment

Article VII. MAINTENANCE OBLIGATIONS OF OWNER

1. Maintenance of Exteriors

Each Owner shall maintain his or her entire Lot and the improvements and structures thereon, including fences, in a neat and safe condition, satisfactory to the Board. Satisfactory yard landscaping must be completed within nine months of an Owner's purchase of a Lot. In the

2002 032 1001895

event an Owner fails to comply with the requirements of this Article, the Association, after approval by two-thirds vote of the Board, shall have the right through its agents and employees, to enter upon such Lot to repair, maintain and restore the Lot and the exterior of the improvements and structures thereon. The cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject.

2. Owner's Obligation To Maintain Certain Plantings

When the Association has permitted an Owner to plant a portion of the Common Areas abutting the Owner's Lot, according to the Owner's landscaping design, the Owner shall thenceforth be obligated to maintain that portion of the Common Areas encompassed by Owner's landscaping design. The Association shall have the right to elect to maintain such landscaped area and to charge the expense for the maintenance to the Owner as an assessment to be collected in the manner provided in Article V. Such right shall be exercised only after reasonable notice to the Owner.

"Reasonable notice," as that term is used in this Article, shall mean mailing by certified mail to the last known address of the Owner shown on the books of the Association not less than 10 days before entry on such Owner's Lot is made or maintenance of Owner's landscaping in the Common Areas is undertaken as provided in this Article.

Article VIII. MAINTENANCE OBLIGATIONS OF ASSOCIATION; INSURANCE

1. Maintenance and Insurance of Common Areas

The Association shall maintain all Common Areas in good repair in a safe and clean manner and in conformance with all applicable laws, codes and regulations. The Association shall maintain such insurance on the Common Areas as it deems necessary.

2. Open Spaces

Certain portions of the Common Areas have special designations on the Plat as Open Spaces. Those areas are subject to any special use restrictions set forth on the Plat and to any supplemental rules or regulations adopted by the Association consistent with the Plat restrictions.

3. Recreational Areas

Certain portions of the Common Areas have special designations on the Plat as Recreational Areas. Those areas are subject to any special use restrictions set forth on the Plat and to any supplemental rules or regulations adopted by the Association consistent with the Plat restrictions.

2002 032 1001895

4. Detention Facilities

Certain portions of the Common Areas have special designations on the Plat as Detention Facilities. Those areas are subject to any special use restrictions set forth on the Plat and to any supplemental rules or regulations adopted by the Association consistent with the Plat restrictions.

5. Native Growth Protection Areas

Certain portions of the Common Areas have special designations on the Plat as Native Growth Protection Areas. Those areas are subject to any special use restrictions set forth on the Plat and to any supplemental rules or regulations adopted by the Association consistent with the Plat restrictions, and shall be managed by the Association in accordance with a Native Growth Protection Area management plan.

Article IX. RESTRICTIONS ON USE OF PROPERTY BY OCCUPANTS**1. Restrictions on Use**

The following restrictions shall apply to the use of the Property:

- (a) No Lot shall be used except for single-family residential purposes. The development of all Lots is restricted to the density limitation of the City Zoning Code. Temporary, "model home" real estate sales offices shall be considered a residential use until all houses have been built and sold on all Lots. Home offices shall be considered a residential use so long as (1) no signs indicating a business or commercial use are posted on a Lot or direct people to the office located within a home on a Lot, and (2) the home office is not an office to which customers or clients of the business are invited or which generates any more than negligible traffic within the subdivision.
- (b) No living unit shall be less than 1,500 square feet in living area, exclusive of garage.
- (c) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other out-building shall be used on any Lot at any time as a residence, either temporarily or permanently.
- (d) No mobile, manufactured or modular housing shall be permitted except as otherwise provided by this Declaration.
- (e) In addition to those easements for access, installation and maintenance of utilities, drainageways and drainage facilities reserved as shown on the Plat, each Lot shall be subject to an easement of 10 feet on the front property line for underground utility lines and distribution system, and to easements of 2.5 feet on each side property line of the Lot and of 10 feet on the rear property line of the

2002 032 1001095

Lot for drainage purposes Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainageways in the easement areas The easement area in each Lot and all improvements thereon shall be maintained continuously by the Owner, except for those improvements whose maintenance is the responsibility of a public authority or utility company

- (f) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to any other Owner
- (g) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose
- (h) No Lot shall be used or maintained for dumping for any material. Trash, garbage or other waste shall not be kept, except in sanitary containers All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition
- (i) No individual water supply system shall be permitted on any Lot
- (j) No individual sewage disposal system shall be permitted on any Lot
- (k) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind; no oil wells, tanks tunnels, mineral excavations or shafts, no derricks or other structures designed for use in boring for oil or natural gas shall be permitted, erected or maintained in or upon any Lot
- (l) No outside overhead wire or service drop for the distribution of electric energy or for telecommunication purposes nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed or maintained upon the Property Only underground service wires shall be used to connect to the underground electric or telephone utility facilities
- (m) All boats, boat trailers, travel trailers, motorized and non-motorized campers and other such recreational vehicles shall be stored within a garage or off-site No car (whether operative or inoperative), boat, boat trailer, travel trailer, motorized or non-motorized camper or other recreational vehicle shall be parked outside of a garage or stored on any Lot or in the street right-of-way for more than 72 consecutive hours.
- (n) Except for subdivision or neighborhood identification signs at entrances stating only the name of the subdivision or neighborhood, no sign of any kind

2002 032 1001895

shall be displayed on any Lot, except one professional sign of not more than five square feet in size advertising the Lot and improvements thereon for sale or rent, or signs used by a builder to advertise the Lot and improvements during the construction and sales period

Article X. GENERAL PROVISIONS

1. Enforcement

The Association or any Owner shall have the right to enforce by any proceeding at law or in equity all covenants, conditions, restrictions, liens or charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any such provision shall in no way be deemed a waiver of the right to do so thereafter.

2. Severability

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

3. Term

The covenants and restrictions of this Declaration shall run with and bind the Property for a term of 20 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years.

4. Amendments by Declarant

During the period in which Declarant retains the authority to elect a majority of the directors of the Association, Declarant may amend this Declaration by an instrument in writing filed and recorded in the Land Records of King County, Washington, without the approval of any member or mortgagee, provided, however, that (i) in the event that such amendment materially alters or changes any Owner's right to the use or enjoyment of such Owner's Lot or of the Common Areas as set forth in this Declaration or if such amendment adversely affects the title to any Lot, such amendment shall be valid upon action by the Board on that date which is 90 days from the date of such action unless two-thirds of the then-existing Owners affected thereby thereafter disapprove such action, or (ii) in the event that such amendment would materially and adversely affect the security of any mortgagee, such amendment shall be valid only upon the written consent thereto of two-thirds of the mortgagees so affected. In the event that the Board takes any action that falls under clause (i) above, the Board shall provide written notice to all then-existing Owners affected by such amendment, including the text of the amendment to this Declaration. The affected Lot Owners may, within 60 days after the date of such notice, object to the amendment by written notice to the Board. If, by that date which is 60 days from the date of the Board's notice to the affected Lot Owners, at least two-thirds of such Owners have objected to the amendment, then the amendment shall be null and void. If, by that date which is 60 days after the date of such notice, objection to the amendment has not been received from at

2002 032 1001895

least two-thirds of the affected Lot Owners, then the amendment shall become effective as stated above. Any amendment made pursuant to this section shall be certified by Declarant as having been duly approved by Declarant and such affected Lot Owners and mortgagees, if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by any amendment permitted by this section and further agrees that, if requested to do so by Declarant, such Owner shall consent in writing to any amendment.

- (a) if such amendment is necessary to bring any provision into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination which shall be in conflict therewith,
- (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots,
- (c) if such amendment is required by any governmental mortgage agency to enable such entity to make or purchase mortgage loans on any Lot,
- (d) if any such amendment is necessary to enable any governmental agency or reputable title insurance company to insure mortgage loans on the Lots, or
- (e) if such amendment is necessary to correct a scrivener's error in the drafting of this Declaration.

5. Amendments by Association

Amendments to this Declaration, other than those authorized by Section 4 above, shall be proposed and adopted in the following manner:

- (a) Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each member of the Association.
- (b) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board or by members of the Association. Such amendment shall be deemed approved unless members holding at least two-thirds of the total votes in the Association vote to disapprove said amendment, provided that (i) any amendment which materially and adversely affects the security of any mortgagee must be approved by such mortgagee, and (ii) during any period in which Declarant has the authority to elect a majority of directors of the Association, such amendment must be approved by Declarant.
- (c) The agreement of the required percentage of the Owners and, where required, the Declarant and any mortgagee to any amendment of this Declaration shall be evidenced by their execution of such amendment or, in the alternative, and provided that Declarant does not then have the right to approve such amendment,

2002 032 1061895

the sworn statement of the President and any Vice President or Secretary of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement shall state unequivocally that the agreement of the required parties was lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded or at such later date as may be specified in the amendment itself.

6. Attorney-in-Fact

Each Owner, by acceptance of a deed or other conveyance to a Lot, shall irrevocably appoint the Association as his or her attorney-in-fact, with full power of substitution, to take such action as reasonably necessary to promptly perform the duties of the Association and Board hereunder, including but not limited to the duties to maintain, repair and improve the Property, to deal with the Property upon damage or destruction, and to secure insurance proceeds.

Article XI. MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers or guarantors of first deeds of trust or mortgages encumbering Lots. The provisions of this Article apply to both the Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

1. Notices of Action

An institutional holder, insurer, or guarantor of a first mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, guarantor and the residence number, therefore becoming an "eligible holder"), shall be entitled to timely written notice of

- (a) any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Lot on which there is a first mortgage held, insured, or guaranteed by such eligible holder,
- (b) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the mortgage of such eligible holder, where such delinquency has continued for a period of 60 days, provided, however, notwithstanding this provision, any holder of a first mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of any obligation under the Declaration or Bylaws of the Association which is not cured within 60 days,
- (c) any lapse, cancellation or material modification of any insurance policy maintained by the Association, or
- (d) any proposed action which would require the consent of a specified percentage of eligible mortgagees

2002 032 1031895

2. Special Governmental Mortgage Agency Provisions

So long as required by a Governmental Mortgage Agency, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least two-thirds of the total members of the Association entitled to vote thereon consent, the Association shall not

- (a) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner of a Lot,
- (b) by act or omission change, waive or abandon any scheme of regulation or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of residences, Lots and of the Common Areas (The issuance and amendment of architectural standards, procedures, rules and regulations or use restrictions shall not constitute a change, waiver or abandonment within the meaning of this provision),
- (c) fail to maintain insurance as required by this Declaration, or
- (d) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement or reconstruction of such property.

3. Right To Pay Delinquent Charges

Failure of an Owner to pay assessments levied by the Association shall not constitute a default under an insured mortgage. First mortgagees may, however, jointly or singly, pay taxes or other charges which are in default and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association. Mortgagees shall have no obligation to collect assessments from Owners.

4. Amendment by Board

Should any Governmental Mortgage Agency subsequently delete any of their respective requirements which necessitate changes to the provisions of this Article or make any such requirements less stringent, the Board of Directors, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

5. HUD or Veterans Administration Approval

The following actions shall require the prior approval of HUD or the Veterans Administration so long as HUD or the Veterans Administration is guaranteeing any mortgage on a Lot within the Property.

2002 032 1061895

- (a) annexation of additional property, except for annexation by Declarant pursuant to a plan of annexation previously approved by HUD or the Veterans Administration, and
- (b) material amendment of the Declaration, Bylaws or Articles of Incorporation

6. Failure of Mortgagee To Respond

Any mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the mortgagee within 30 days of the date of the Association's request

7. Association Books and Records

The Association shall make available to first mortgagees of Lots, and insurers or guarantors of any such first mortgage, current copies of this Declaration, and the Articles of Incorporation, Bylaws, rules and regulations, books, records and financial statements of the Association "Available" shall mean available for inspection, upon request, during normal weekday business hours or under other reasonable circumstances

8. Mortgagee Provisions Regarding Breach

A breach by an Owner of any of the covenants, conditions and restrictions contained herein shall not affect, impair, defeat or render invalid the lien, charge or encumbrance of any first mortgage made for value which may then exist on any Lot; provided, however, that in the event of a foreclosure of any such first mortgage, or if the holder of the note secured by such first mortgage acquires title to a Lot in any manner whatsoever in satisfaction of the indebtedness, then the purchaser at the foreclosure sale or note holder acquiring title in lieu thereof shall, upon acquiring title, become subject to each and all of the covenants, conditions and restrictions contained herein, but free from the effects of any breach occurring prior thereto

9. Professional Management

In the event that Declarant or the Association enters into any contract with any person or entity to provide management or maintenance services to the project, such contract shall not exceed a reasonable term and shall provide that the Association shall have the right to terminate the contract for cause upon 30 days' written notice and without cause upon 90 days' written notice, without payment of a termination fee or penalty

Declarant has selected THE CWD GROUP as the initial managing agent for the Association. The mailing address for THE CWD GROUP is 7509 24TH AVE NW
SEATTLE, WA 98117

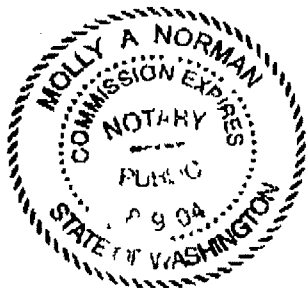
2002 032 1031895

DECLARANT:

CENTEX HOMES, a Nevada general partnership

By Centex Real Estate Corp, Washington
Division, a Nevada corporation, its general
partnerBy *Phillip I Johnson*
Phillip I Johnson, Division ControllerSTATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this day personally appeared before me PHILLIP I JOHNSON, who I know to be, or have satisfactory evidence that he is, the Division Controller of Centex Real Estate Corp, Washington Division, the general partner of CENTEX HOMES, a Nevada general partnership, who, under oath, stated that he was authorized to sign on behalf of such corporation and partnership the within and foregoing instrument and acknowledged it to be the free and voluntary act and deed of said corporation and partnership for the uses and purposes therein mentioned

DATE December 4, 2001*Molly A Norman*
(Signature of Notary)
Molly A Norman
(Legibly Print or Stamp Name of Notary)
Notary public in and for the State of Washington, residing at
Kirkland, WA
My commission expires 8-9-04

2002 032 1001855

EXHIBIT A**LEGAL DESCRIPTION OF PROPERTY**

That portion of the Southeast Quarter of the Northwest Quarter of Section 22,
Township 22, North, Range 6 East, Willamette Meridian, in King County,
Washington, Lying Southwesterly of the right of way of the Black Diamond
Renton Highway

2002 032 1001895

EXHIBIT B

DESCRIPTION OF COMMON AREAS

The Common Areas of The Mews at Lake Wilderness consist of the following tracts within the Plat of The Mews at Lake Wilderness recorded in Volume 203 of Plats, Pages 18 through 23, in King County, Washington, under King County Recording Number 20011121002035

- | | |
|---------|--------------------------------|
| Tract B | Recreation Area and Open Space |
| Tract C | Open Space NGPA |
| Tract D | Open Space |

2002 032 1001895

EXHIBIT C

THE MEWS AT LAKE WILDERNESS HOMEOWNERS ASSOCIATION

**Architectural
Guidelines**

November 2001

2002 032 1001895

Mews

Homeowners Association

Architectural Guidelines

TABLE OF CONTENTS

ARTICLE I	Introduction	1
1.	The Mews at Lake Wilderness Homeowners Association Responsibilities	1
2.	Purpose of Architectural Guidelines	1
ARTICLE II	Architectural Guidelines	2
1.	Architecture	2
(a)	Architectural Character	2
(b)	General Guidelines for Architecture	2
(1)	Maximum Heights	2
(2)	Minimum Setbacks	2
(3)	Exterior House Walls	2
(4)	Columns	3
(5)	Balconies	3
(6)	Exterior Stairs	3
(7)	Roofs	3
(8)	Skylights and Solar Equipment	3
(9)	Exterior Windows and Doors	3
(10)	Awnings	4
(11)	Garage Doors	4
(12)	Exterior Lighting	4
(13)	Communication Equipment	4
(14)	Outdoor Storage	5
(15)	Color Changes	5
2.	Landscape	5
(a)	Landscape Character	5
(b)	General Guidelines for Landscaping	5
(1)	Landscaping in yards visible from streets	5
(2)	Landscaping in yards not visible from streets	6
(3)	Fences	6
(4)	Drainage	6
(5)	Playground Equipment	6
(6)	Driveways	6
(7)	Mailboxes	6
(8)	Use of Neighbor's yard	7

2002 032 1001895

Mews
Homeowners Association

Architectural Guidelines

ARTICLE III	Review and Approval Process	...	7
1.	General Rules		7
2.	Process/Submittal Requirements		8
3.	Conditions of Approval		11
(a)	Completion of Work		11
(b)	Signs		11
(c)	Hours of Operation		11
(d)	Temporary Structures		12
(e)	Unightly Items	..	12
(f)	Building Material		12
(g)	Construction Equipment		12
(h)	Drainage		13
(i)	Workmanship	..	13
(j)	Enforcement		13
(k)	Violations	..	13
(l)	Amendments	13
(m)	Maintenance of Improvements	..	13
(n)	Conditions Not Covered		13

EXHIBITS

- Property Improvement Form (Exhibit A)
- Notice of Completion Form (Exhibit B)

2002 032 1001895

**Mews
Homeowners Association**

Architectural Guidelines

Article I. Introduction

1. The Mews at Lake Wilderness Homeowners Association Responsibilities

One of the responsibilities of The Mews at Lake Wilderness Homeowners Association ("the Association") is the control of the physical character of The Mews at Lake Wilderness (the "Community") to enhance the desirability and attractiveness of the Community. The Association is charged with the administration and enforcement of architectural control within the Community by the authority given to it in the Declaration of Covenants, Conditions and Restrictions (the "CC&Rs") of the Association. The CC&Rs provide for an architectural control committee (the "ACC") with the authority to review and approve all drawings submitted to it for all proposed improvements within the Community (the "Improvements").

The CC&Rs authorize the establishment of guidelines (the "Architectural Guidelines") to be administered by the ACC. The CC&Rs provide authority to establish procedural rules appropriate to the type and nature of the proposed Improvement for which drawings have been submitted.

2. Purpose of Architectural Guidelines

The purpose of these Architectural Guidelines is to provide continuity for the physical character of the Community. The intent is to give specific design criteria to residential property owners ("Owners") for subsequent Improvements after the completion of original construction.

The Architectural Guidelines are written to preserve a high quality of appearance, assure compatibility between Improvements, and to protect and enhance the Community's overall value. They are intended to be used by Owners and consultants in preparing drawings for architectural, landscape, and other Improvements; and by the ACC in reviewing these drawings for conformance with the stated objectives. The ACC reviews proposed Improvements for aesthetic purposes only. It is the Owner's responsibility to follow all applicable federal, state, and local building codes.

2002 032 1001895

Mews
Homeowners Association

Architectural Guidelines

Article II. Architectural Guidelines

1. Architecture

(a) Architectural Character

The initial architectural character of the Community consists of a variety of architectural expressions. Subsequent architectural Improvements must be compatible with the original architectural character of the Community.

Below are general guidelines for building materials, colors, and forms which are expressive of the Community's architectural character, and which will be used by the ACC in reviewing drawings for compatibility with the original design.

COMPLIANCE WITH THE ARCHITECTURAL GUIDELINES SHALL NOT BE IN LIEU OF ACC APPROVAL. COMPLIANCE WITH THE ARCHITECTURAL GUIDELINES SHALL BE DETERMINED BY THE ACC AS PART OF THE APPROVAL PROCESS. THE ARCHITECTURAL GUIDELINES MAY BE MODIFIED FROM TIME TO TIME BY THE ACC.

(b) General Guidelines for Architecture

(1) Maximum Heights

The maximum building heights of all Improvements shall be consistent with the City Zoning Code.

(2) Minimum Setbacks

The minimum building setbacks of all new construction shall be consistent with the City Zoning Code.

(3) Exterior House Walls

The material, color, and texture of new exterior walls shall be compatible with the existing house walls. All siding material shall be wood, cement-based siding, wood-based siding, brick, stone or manufactured stone equal or better than that used by Declarant, unless approved by the ACC. Any new fascia must match any existing fascia. Enhanced wall finishes, such as brick and stone, must be designed to wrap corners, to appear to be integral to the house design, rather than as applied decoration.

New building features -- such as planters, pot shelves, and solariums -- must be compatible with the color and design of the existing home. The color of new downspouts must match the wall color, or be compatible.

2002 032 1001095

**Mews
Homeowners Association**

Architectural Guidelines

Blank two-story high walls should not face parks, streets, or other public viewing areas

(4) Columns

New columns should be integral with the house design, with a substantial scale (e.g. stout columns and deep recesses). Pipe columns are not permitted.

(5) Balconies

The location, material, and color of new exterior balconies shall be compatible with the existing house. Balcony railings must be designed to obscure stored items. Horizontal pipe railing is not permitted.

(6) Exterior Stairs

The location, material, and color of new exterior stairs shall be compatible with the existing house. Stair supports must be designed as integral parts of the house. Pipe columns are not permitted. Prefabricated metal stairs are not permitted.

(7) Roofs

The slope, material, color, and texture of any new roof shall be identical to the existing roof. Mansard and flat roofs are not permitted. New roof features – such as skylights, chimneys, or solar equipment – must be compatible with the design of the existing house. Roof-mounted equipment must be completely screened. The color of new roof flashing, diverters, vent stacks, and similar features must match the existing roof color. The color of new gutters must match the existing fascia or existing roof color, or be compatible. All roofing material shall be "Premium Grade" composition equal to or better than that used by Declarant.

(8) Skylights and Solar Equipment

Skylights and solar equipment must be designed to be integral parts of the roof. Their form, location, and color must be compatible with the existing roof. Profiles must be minimized. All supports and piping for solar collectors must be enclosed. The color of skylights and solar collector frames must be compatible with the roof color.

(9) Exterior Windows and Doors

The size, location, material, and color of new windows and doors shall be compatible with the windows and doors of the existing house.

New accent windows and doors – such as greenhouse windows or French doors – must be compatible with the color and design of the existing house.

2002 032 1001895

**Mews
Homeowners Association**

Architectural Guidelines

Changes to windows and doors – such as glass tinting and decorative front doors – must be compatible with the color and design of the existing house

(10) Awnings

Awnings must be compatible with the color and design of the existing house. They must be simple in design and color. The size, location, and form must be in scale with the window.

(11) Garage Doors

Changes to garage doors – such as replacement of a single-panel garage door with a roll-up door – must be compatible with the design and color of the existing garage door. Treatments that draw attention to the garage door – such as mirrored glass or ornate decoration on or around the garage door – are not permitted.

Features to soften the dominance of the garage door on the streetscene are encouraged – such as a horizontal trellis above the garage door, trees in the driveway, or a gateway at the front walk.

(12) Exterior Lighting

New exterior light fixtures – such as decorative wall fixtures, lanterns on short columns, Mahibu lights, uplights, and light posts – must be compatible with the design of the house. They must be simple in design and color.

Overly ornate light fixtures (such as Victorian globes) or commercial light fixtures (such as contemporary light bollards) that establish an independent theme that conflicts with the overall streetscene are not permitted.

All flood lights and other utilitarian light fixtures must be screened from the street and adjacent homes. Light fixtures operated by motion detectors are permitted if approved by the ACC and if the fixture design is compatible with the architecture.

All light fixtures must be directed away from adjacent streets and properties to prevent off-site glare.

(13) Communication Equipment

All exterior radio antennae, television antennae, satellite dishes and other transmitting or receiving devices should be screened from any public or private street. Satellite dishes or other outside television, radio and ham radio antennas, which measure up to 30" in diameter or height, may be installed without prior approval of the ACC. Any satellite dish or antenna which exceeds 30" in

2002 032 1091095

**Mews
Homeowners Association**

Architectural Guidelines

diameter or height must be screened from view, and installation is subject to the prior approval of the ACC

(14) Outdoor Storage

All items stored outside – such as garden hoses, yard equipment, dog houses, trash cans, recycling bins, and compost containers – must be completely screened from streets, parks, greenbelts, and adjacent homes, including the second floors of adjacent homes. Storage sheds are only permitted in rear and side yards enclosed by fences. Any outbuilding and/or storage shed built on each Lot shall be (1) limited to one per Lot; (2) limited in size to 100 square feet total floor area and no higher than 10 feet in height from the lowest ground level to the highest peak of its roof, (3) finished in materials matching those of the house built on each such Lot, (4) painted using colors matching the house built on each such Lot, and (5) built in compliance with all applicable zoning and building codes

(15) Color Changes

The original house colors must remain, unless written permission to change colors is given by the ACC. Any color changes must be compatible with the neighboring homes and with the architectural style of the house

2. Landscape

(a) Landscape Character

The landscape character of the Community is established by the initial development. Subsequent landscape improvements must be compatible with the original design.

(b) General Guidelines for Landscaping

(1) Landscaping in yards visible from streets

The primary purpose of landscaping in private yards visible from streets – such as front yards and corner side yards – is to produce an attractive street appearance.

Trees

Trees installed by the original builder must remain unless the removal or replacement of the tree is approved in writing by the ACC.

Thematic landscape features

Thematic landscape features with overly-distinctive colors, forms, or materials that establish an independent theme that detracts from the overall streetscene – such as mirror balls, pink flamingos, Astroturf, rock gardens, gravel yards, boulders in turf areas, boulders over twelve inches high in shrub areas, cactus, waterfalls, fountains which are incompatible with the architecture, railroad ties, and split rail fencing – are not permitted in private yards visible from streets.

2002 032 1001895

**Mews
Homeowners Association**

Architectural Guidelines

(2) Landscaping in yards not visible from streets

Except for patio covers and gazebos, the top of all landscape features – such as garden walls, fences, statues, sculpture, waterfalls, and fountains – should be below the top of the perimeter wall or screened with landscaping to be invisible from surrounding streets, parks, greenbelts, and adjacent homes

(3) Fences

Fences visible from streets must be simple in design. The color of the fence must be compatible with the house.

All fences shall be constructed to a height of no more than 72” inches and shall be of wood, vinyl or an ACC-approved substitute material. No solid fence shall be constructed beyond the front building setback line or, in the case of corner lots, beyond the side building setback lines.

Decorative wood fences – such as picket fences – are permitted if compatible with the architecture and if approved by the ACC.

Fences of chain link, poultry wire, woven wire, aluminum, sheet metal, fiberglass, reeds, straw, rope, and other similar temporary or commercial materials are not permitted.

(4) Drainage

Area drains must be installed in private yards for adequate drainage to permit the plants to survive and to minimize the ponding of water. The drainage pattern established with the original grading of the lot must be maintained. No drainage will be permitted onto common area slopes, landscaping, or adjacent lots.

(5) Playground Equipment

All playground equipment or any playground structure on any Lot shall be limited in height to no higher than 10 feet. Permanently installed basketball hoops are not allowed in front yards.

(6) Driveways

All driveways and parking bays shall be constructed of concrete, asphalt paving or other approved hard surface.

(7) Mailboxes

2002 032 1091895

**Mews
Homeowners Association**

Architectural Guidelines

Mailboxes have been installed by Declarant. Any modification in the location, color, size, design, lettering and other particulars of mail or paper delivery boxes shall be subject to the approval of the ACC.

(8) Use of Neighbor's yard

The use of a neighbor's yard for construction access is not permitted unless the neighbor has given written consent. The use of property owned and/or maintained by the Association for construction access is not permitted, unless the applicant signs a waiver of damage and posts a construction deposit in an amount determined by the ACC, for repair of damage to property owned and/or maintained by the Association.

Article III. Review and Approval Process

1. General Rules

- 1 Construction of any Improvement, including landscaping, may not begin until the ACC has approved drawings depicting the proposed Improvement. Rear and side yards must be completely landscaped within nine months from close of escrow.
- 2 After close of escrow, detailed drawings and a completed "Property Improvement Form" must be submitted to the ACC at least 30 days prior to commencement of construction.

No plan reviews shall be conducted until escrow has closed.

The drawings and forms should be sent to the "The Mews at Lake Wilderness Architectural Control Committee" in care of

CENTEX HOMES
2320 130th AVE NE #200
BELLEVUE, WA 98005

The ACC has 30 days from the receipt of the submittal of a **complete** (as determined by the ACC) submittal package, to approve or deny the submittal. The applicant **must** obtain a dated written receipt for all plans and specifications submitted. Incomplete submittals will be denied. If the ACC fails to transmit its decision within 30 days after receipt of a **complete** submittal package, then the submittal will be deemed approved.

- 3 When construction is completed, a "Notice of Completion" and photographs of the completed Improvements must be delivered to the ACC, for its use in determining if the Improvements were constructed according to the approved drawings. A representative of the ACC may also inspect the Improvements.

2002 032 1001895

**Mews
Homeowners Association**

Architectural Guidelines

- 4 Construction must not disturb neighbors or their yards or property or Common Areas or any other homeowners association in the Community. The use of a neighbor's yard for construction access is not permitted unless the neighbor has given written consent which must include a description of the access area. The use of property owned and/or maintained by the Association for construction access is not permitted, unless authorized by the Association and the applicant signs a waiver of damage and posts a construction deposit for repairs of damage to property owned and/or maintained by the Association. Any authorization for construction access by the Association must be in writing and must include a specific description of the access area.
- 5 Approval of Improvements by the ACC is for aesthetic purposes only. It is the applicant's responsibility to see that all federal, state, and local ordinance and codes are followed. Permits may be required by a public agency.
- 6 The ACC's approval of drawings refers to conformance with the CC&Rs and these Guidelines. By approving the drawings neither the ACC, any members thereof, the Association, the Members, the Board of Directors, designated representatives, agents, Centex Homes, nor the merchant builder assumes liability or responsibility therefor, including without limitation architectural or engineering design, or for any defect in any structure constructed from such drawings.
2. **Process/Submittal Requirements**
- Step 1**
- Applicant reviews the Guidelines and prepares plans, elevations, and cross-sections depicting the proposed new Improvements showing
- Owner's name, date, address and lot number of residence, north arrow, scale of plans (1/8" = 1'-0" or 1/4" = 1'-0")
- Designer / contractor's name, address, and phone numbers
- A dimensioned hardscape plan showing new and existing paving, walls, fences, pools, patio covers, drainage, and structures accurately described as to materials, length, height, and angles
- A dimensioned planting plan showing new and plants accurately described as to plant type, size, and location
- A dimensioned roof plan for room additions showing new and existing roofs accurately described as to material, slope, and drainage

2002 032 1001895

**Mews
Homeowners Association**

Architectural Guidelines

Dimensioned floor plans for room additions showing new and existing rooms accurately described as to wall locations, columns, doors, windows, and other features that impact the exterior of the house

Dimensioned elevations for room additions showing new and existing walls accurately described as to materials, colors, doors, windows, and other features that impact the exterior of the house

Photographs and dimensioned details as needed to describe the improvements, including a cross-section of any patio cover and a photograph of any skylight specifying the height, material, color, and appearance

For major projects, preliminary design drawings should be submitted prior to preparation of construction documents

The speed of ACC approval is based on the amount of information given on the drawings. Inadequate information will cause the ACC to deny the application.

Step 2

Applicant completes Property Improvement Form (Exhibit A)

Step 3

Applicant submits the completed Property Improvement Form and two sets of drawings to "The Mews at Lake Wilderness Architectural Control Committee" in care of

CENTEX HOMES
2320 130th AVE NE, #200
BELLEVUE WA 98005

No plan reviews shall be conducted until escrow has closed

Step 4

The ACC reviews the Property Improvement Form and the drawings for completeness and consistency with the Guidelines

It approves or denies the submittal Approval may be given with conditions

If the approval is of preliminary design drawings, then the Applicant must prepare final construction documents for review and approval by the ACC

2002 032 1001855

**Mews
Homeowners Association**

Architectural Guidelines

Step 5

Applicant reviews the ACC's comments and notifies the ACC if there are any questions

Step 6

If the ACC has granted final approval and the Applicant understands the ACC's comments, then construction must begin within 180 days after approval by the ACC. Unless otherwise required by the ACC, construction as to external appearance of improvements must be completed within nine months after approval of the ACC. Yards must be completely landscaped within nine months from close of escrow.

Step 7

Construction must proceed in a manner consistent with the approved drawings. All deviations must be reviewed and approved in writing by the ACC.

Step 8

Within 30 days after construction is completed, the Applicant submits a Notice of Completion to the ACC (Exhibit B).

2002 032 1031895

**Mews
Homeowners Association****Architectural Guidelines****Step 9**

The ACC visits the site within 60 days after receiving the Notice of Completion and determines if the Improvements were constructed according to the approved drawings. Failure to obtain ACC approval constitutes a violation of the CC&Rs and may require the unauthorized Improvement to be removed at the Owner's expense.

3. Conditions of Approval

The following conditions shall be the conditions of any ACC approval. They shall be deemed incorporated by reference in all drawings or the ACC's approvals. The Applicant shall have the responsibility to ensure that these conditions of approval are observed by all persons or firms engaged by the Applicant to construct and/or install the Improvements.

(a) Completion of Work

Any improvements or structure erected or placed on any Lot in this subdivision shall be completed as to external appearance, including without limitation painting, within nine months from the date of the start of construction, unless the ACC grants an extension after receipt of a written request therefor. Landscaping for any residential lot shall be installed within nine months following the conveyance of the lot to the first Owner thereof.

(b) Signs

Only a for-sale sign, for-rent sign, or security service sign permitted in the CC&Rs shall be displayed on any house or in any yard. Signs used by a building to advertise the lot and Improvements thereon are permitted during the construction period.

(c) Hours of Operation

With respect to third party contractors (i.e. contractors other than Declarant or its affiliates), construction is only permitted between the following hours:

Monday through Friday	Between 7 00 a.m. and 6 00 p.m.
Saturday	Between 8 00 a.m. and 6 00 p.m.
Sunday	No work permitted

If current City regulations are more restrictive, they shall prevail.

2002 032 1001895

**Mews
Homeowners Association**

Architectural Guidelines

(d) Temporary Structures

Temporary structures are not permitted unless approved in writing by the Association Board of Directors

(e) Unsightly Items

Rubbish, debris and unsightly material or objects shall not be stored or permitted to accumulate on streets, sidewalks, common areas, or on property owned and/or maintained by the Association

Each week, all rubbish, debris and unsightly material or objects shall be removed from the unit or lot

The Owner is financially responsible for any trash cleanup work the Association deems necessary to comply with this restriction

(f) Building Material

Building material, including sand and bricks, shall not be stored on streets, sidewalks, or common areas. All building material must be stored on the Applicant's property

The Applicant is financially responsible for any cleanup and repair work the Association deems needed to comply with this restriction

(g) Construction Equipment

Trash bins cannot be placed on streets or other areas of the Community that are exposed to the public for more than four consecutive calendar days unless otherwise approved in writing by the ACC

"Prohibited Vehicles," as described in the CC&Rs, including trucks, concrete mixers, trailers, compressors, and other similar types of construction equipment, are not allowed in any driveway or other exposed areas or any street except for the purposes of loading, unloading and making deliveries or emergency repairs, unless otherwise approved in writing by the ACC

The Owner is financially responsible for any equipment removal and repairs the Association deems necessary to comply with this restriction

2002 032 1001895

**Mews
Homeowners Association**

Architectural Guidelines

(h) **Drainage**

Proper drainage is required. Unless adequate alternative provisions are made for drainage, the original drainage system on the applicant's property shall be left undisturbed. This includes gutters, downspouts, underground drains, and swales.

(i) **Workmanship**

The quality of new Improvements shall match the quality of existing Improvements. The ACC may require the applicant to rebuild Improvements which are of substandard workmanship. The Owner is financially responsible for any rework the Association deems necessary to comply with this restriction.

(j) **Enforcement**

Failure to obtain ACC approval for new Improvements or changes to existing Improvements constitutes a violation of the CC&Rs and may require the construction to be removed at the Owner's expense.

(k) **Violations**

Owners shall have the right and responsibility to notify the ACC of any potential violation of the CC&Rs and the Architectural Guidelines.

(l) **Amendments**

These Guidelines (and the provisions set forth in the CC&Rs regarding architectural control) form the criteria for evaluation of drawings submitted for review and approval by the ACC. These Guidelines may be amended or supplemented from time to time, as provided for in the CC&Rs.

(m) **Maintenance of Improvements**

The repair and maintenance of any Improvement shall be the responsibility of the installing Owner or subsequent Owners.

(n) **Conditions Not Covered**

Any condition not covered in these Guidelines or the CC&Rs shall become a matter of discretionary judgment on the part of the ACC, acting in good faith on behalf of the best interest of the Association and Community, as a whole. If there is any conflict between the provisions of these Guidelines and the CC&Rs, the provisions of the CC&Rs shall control.

2002 032 1001895

Mews
Homeowners Association

Architectural Guidelines

Exhibit A

Property Improvement Form

Today's Date: _____ Address where work will take place: _____

Applicant's Name: _____ Signature: _____

Mailing Address: _____

Daytime Phone: _____ Evening Phone: _____

Type of Work (Please check one or more):

Room addition ☐ Front yard ☐ Fence/Wall ☐ Spa ☐

Patio cover or gazebo ☐ Rear yard ☐ Lighting ☐ BBQ ☐

Other _____

Please attach three sets of drawings. Include the current date and the property address on each sheet Please fold to 8 1/2 by 11 inches

Please do not write below this line

The proposed _____ project has been Approved Denied

Signed _____ of the Architectural Control Committee Date _____

General Conditions:

- 1 ACC approval does not waive or constitute or reflect compliance with any federal, state, or local regulation
- 2 ACC approval does not constitute acceptance of any technical or engineering specification, and the Homeowners Association assumes no responsibility for such The

2002 032 1001895

**Mews
Homeowners Association****Architectural Guidelines**

- property owner is responsible for all technical and engineering specifications. The ACC reviews for aesthetic purposes only.
- 3 Landscaping for any residential lot shall be installed in all yard areas within nine months following the conveyance of the lot to the first owner thereof.
 - 4 Any oversight of a provision of the CC&Rs, or a provision in the Architectural Guidelines, does not waive the rule. Corrections may be required.
 - 5 The use of a neighbor's yard for construction access is not permitted unless the neighbor has given written consent which includes a description of the access area. The use of property owned and/or maintained by the Homeowners Association for construction access or storage is not permitted, unless authorized in writing by the Homeowners Association and the Applicant signs a waiver of damage and posts a construction deposit for repairs of damage to property owned and/or maintained by the Homeowners Association.
 - 6 Building materials may not be stored on streets, sidewalks, common areas, or on property owned and/or maintained by the Homeowners Association. Streets may not be obstructed by construction equipment.
 - 7 The property owner is financially responsible for any repairs to property owned and/or maintained by the Homeowners Association damaged by a property owner's project.
 - 8 Approval of drawings is not authorization to proceed with Improvements on any property other than the lot reviewed by the ACC and owned by the applicant.
 - 9 Approval of drawings is not authorization to revise the original drainage system installed by the homebuilder and approved by the City.
 - 10 Approval is for aesthetic purposes only. Approval is subject to good landscape practices (e.g., proper spacing of trees, adequate drainage, and appropriate types of vines on walls).

An approval SHALL NOT be held to permit any violation of federal, state, or local regulation.

2002 032 1001895

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Homeowners Association

Architectural Guidelines

Exhibit B

Notice of Completion Form

Today's Date: _____ Address where work will take place: _____

Applicant's Name: _____ Signature: _____

Mailing Address: _____

Daytime Phone: _____ Evening Phone: _____

Type of Work (Please check one or more):

Room addition ☐ Front yard ☐ Fence/Wall ☐ Spa ☐
Patio cover or gazebo ☐ Rear yard ☐ Lighting ☐ BBQ ☐

Other _____

Notice is hereby given that the undersigned is the owner of the property where the work took place and that the work was completed on the date specified below:

Date work was completed: _____

Property Owner's Signature: _____

Today's Date: _____

FOR ARCHITECTURAL COMMITTEE USE ONLY

Signed _____ Date _____

The following action is required for the Notice of Completion to be approved by the ACC

2002 032 1001895

