

adopted, they, along with the established penalties, shall be available to all members upon request. The association may take any action to enforce the provisions of the Restrictive Covenants as available to it under law, including but not limited to imposition of fines as authorized by RCW Ch.64.38, specific performance, injunctive relief and damages. In the event the association takes any court action to enforce the provisions of these covenants, the prevailing party in such legal action shall be entitled to recover all of its reasonable attorney's fee and costs of suit.

33. Street Repair, Maintenance, and Cleaning. All builders or owners shall use due diligence to avoid placing unnecessary dirt, debris, and any other material washing onto or coming on the road as a result of any construction activities and each builder or owner shall at all times remain responsible for keeping the road clean of any such debris, dirt and material. In addition, all builders or owners shall use due diligence to avoid causing any damage to the road or sidewalks and all roads and sidewalks and other improvements constructed by the Declarant as a condition for obtaining plat approval shall remain in the same condition as they were as of the date of final plat approval. Any builder or owner who violates the provisions of the Paragraph shall reimburse the Homeowner's Association upon request for any expenses incurred by Homeowner's Association because of the failure of the builder or owner to abide by the terms and provisions of this declaration. In the event the Declarant has expenses incurred from any repairs in order to have any of the Declarant's government agency bonds released, the Homeowner's Association will reimburse the Declarant from any and all assessments paid to the Homeowner's Association and have first right to the Homeowner's Association assessments before any other expenses are paid by the Homeowner's Association. Regardless of any other provision in this declaration, this Paragraph cannot be amended for a period of ten (10) years after recording of this declaration without the signature of the declarant or Carl Wade; Caliber Company Inc.
34. Maintenance of Storm Drain System. All builders or owners shall use due diligence and care to avoid materials from washing into or being put into the storm water drain system as a result of construction activities conducted by said builder or owner which would include any sediment, cement slurry, or any other material washing off of or coming off of any lot upon which a builder or owner is constructing a residence and flowing into the storm water drain system. Any builder or owner who violates the provisions of this Paragraph shall reimburse the Homeowner's Association upon request for any expenses incurred by the Homeowner's Association because of the failure of the builder or owner to abide by the terms and

Declaration of Covenants,  
Conditions and Restrictions

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