No. 101345-1

IN THE SUPREME COURT
OF THE STATE OF WASHINGTON

No. 83025-2-I

COURT OF APPEALS DIVISION I
OF THE STATE OF WASHINGTON

MIKI M. MULLOR and MICHAL MULLOR,
a marital community,
Petitioners,
vs.
RENAISSANCE RIDGE HOMEOWNERS' ASSOCIATION,
a Washington Non-Profit Corporation; and SURESH
ANNAMREDDY and DIVYA KIRON ANNAMREDDY, a marital
community,
Respondents.

PETITION FOR REVIEW

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TABLE OF CONTENTS

APPENDIX

TABLE OF AUTHORITIES

CASES

STATUTES

LOCAL AUTHORITIES

OTHER AUTHORITIES

RULES

I. INTRODUCTION.

Robert Frost's classic poem, *Mending Wall* (1914) presents a dialectic regarding a saying attributable to his neighbor's father: "Good fences make good neighbors." In the poem, Frost questions the need for the common wall that the protagonists mend each spring and how the fence creates interactions between the neighbors on either side of it.

Though the suburban subdivision in which this dispute arises is far from the New England farmland in which the poem is set, the questions posed of the propriety of fences are similar. As seen in this case, the mechanism of deciding on the type and construction of walls between neighbors has dramatically changed since 1914. Now, in an urban setting, decisions about fences are made pursuant to established rules, here in written covenants. A resolution of these issues implicates the propriety of other regulated features at Renaissance Ridge.

In this case, the Court of Appeals decision essentially destroys the orderly rules regarding fences between properties, which were consciously established by the subdivision's developer, by permitting unfettered discretion of some property owners to

change unambiguous rules applicable to all owners. Moreover, the Court's decision goes well beyond just the fences at issue by holding that the variance provision in the subdivision's Covenants, Conditions and Restrictions can "bestow sole and exclusive authority on the Committee to consider and grant variances from any restriction, and the Committee's decision is final." Appendix A-1 to A-16 (see Section 3 below). This decision conflicts with settled caselaw of this court interpreting covenants, conditions and restrictions (CC&Rs). Additionally, the precedent set involves issues of substantial public interest that should be determined by this court. The Court should grant Appellant Mullor's Petition for review to clarify such rules, which impact thousands of current and future residential property owners in the state of Washington.

II. IDENTITY OF PETITIONERS.

Plaintiffs below, and appellants before the Court of Appeals, Miki M. and Michal Mullor ask this Court to accept review of the published Court of Appeals decision terminating review designated in Part III.

III. CITATION TO COURT OF APPEALS' DECISION.

A copy of the decision is in the attached Appendix at pages A-1 through A-16. A copy of the decision denying appellants' motion for reconsideration is Appendix A-17. The ruling granting the Respondents' motion to publish was granted on September 6, attached hereto at page A-18. The Motion of Respondent Renaissance Ridge Homeowners Association to Publish is Appendix A-64–A-71. The Covenants, Conditions and Restrictions at issue in the case (CP 198 to 242) are found at Appendix A-19 through A-63.

IV. ISSUE PRESENTED FOR REVIEW.

Covenants, Conditions and Restrictions ("CC&Rs") created for the Renaissance Ridge residential subdivisions regulate fences as follows:

> All fences, open and solid, are to meet the standards set by the (Architectural Control) Committee and must be approved by the Committee prior to construction. . . . . All [fencing] must be of the style of shown on the attached Exhibit "C," and location approved by the Architectural Control Committee.

CC&Rs at Article XII, Section 4 (CP 215; *see* A-36).

Does the Architectural Control Committee have authority,

under the “variations” provision of the CC&Rs, to allow a lot owner in the subdivision to construct a fence that differs in style from that shown on Exhibit “C?”

V. STATEMENT OF THE CASE.

5.1. DEVELOPMENT OF THE RENAISSANCE RIDGE SUBDIVISION.

Appellants and Respondents reside in a 116-acre residential subdivision in central King County called “Renaissance Ridge.” As required by state and local law, “Renaissance Ridge I” was approved by King County in 1996, creating 300 lots for sale. Plat drawings depicting the lots and streets in the subdivision are found at CP 526-542.

During the required environmental review process, impacts on area wildlife were identified. In recognition of these impacts the King County Hearing Examiner required that a “Wildlife Network Management Plan” be prepared by the appropriate county department. To assure its implementation, the Examiner required that this management plan “be recorded with the covenants, conditions and restrictions for the subject plat” as a part of development controls. CP 1072.

The task of preparing the Renaissance Ridge covenants, conditions and restrictions ("CC&Rs") fell to Eric H.G. Wells, the Vice President of Development for the developer Polygon Northwest, who directed legal counsel in drafting the document. CP 1435. As required, Mr. Wells included the Wildlife Plan in the recorded CC&Rs as Exhibit "C." See Appendix at A-51.

During this time, it was standard practice for Polygon to install fences with the construction of new homes, including Renaissance Ridge. CP 1436. Mr. Wells testified that the CC&Rs were drafted "with the specific intent of (the Renaissance Ridge Developer) to maintain a consistent aesthetic throughout the neighborhood, as it pertained to the fencing of individual lots." *Id*. That "consistent aesthetic" was to adopt and incorporate the fencing plans found in the Wildlife Plan, which provided three possible styles, throughout the entire subdivision. A-35. To assure the maintenance of this "aesthetic," Mr. Wells directed that the CC&Rs include this sentence at Article XII, Section 4: "All [fencing] must be of the style shown on the attached Exhibit "C" and location approved by the Architecture Control Committee." A-36. Exhibit "C"

had drawings of three possible fence styles, two of which were open or split rail fence styles. A-59–A-60. The third style had vertical boards, but with one-half-inch slots between those boards. A-58. The CC&Rs included the requirement that "[A]ll fences, open and solid, . . . must be approved by the Committee prior to construction." Article XII, Section 4 (A-36). Article XV, Section 2 required that the Committee "shall review proposed plans and specifications" for "exterior structures to be placed upon the Properties," specifically including "fences." A-40. Mr. Wells signed the CC&Rs as "the Declarant" and "Authorized Agent" of Polygon on May 17, 1999 (A-45–A-46) and they were recorded on May 19, 1999 (A-19). The CC&Rs were "covenants running with the land" and were "binding on all parties and persons claiming under them." A-19.

5.2. INTERACTIONS BETWEEN THE PARTIES TO THIS LITIGATION.

The Appellants Mullor and Respondents Annamreddys purchased adjacent lots in the Renaissance Ridge subdivision (Lots 40 and 42) sharing a 58 foot boundary line. CP 533. However, the Annamreddys' property was elevated at the property

line by a retaining wall about ten feet above the Mullor property. See CP 114, 135, 533. The Annamreddys' lot had a fence at the top of the retaining wall identical to the third fence style in Exhibit "C" of the Wildlife Plan, a vertical-board fence with one-half inch slots between boards, consistent with the "consistent aesthetic" of fencing as described by Mr. Wells. The slotted fence allowed sunlight and air to pass between the properties, an important element with the Annamreddys' property elevated above the Mullors' as shown by the photo above (*See* CP 570, top photo, reproduced above).

In early 2020, because the Annamreddys had failed to maintain it, a portion of the slotted fence between the parties' properties failed and fell over the retaining wall into the Mullor

property. See photo to right (CP 565). Though Mr. Mullor was out of the country, when he learned of the breakdown, he informed the Annamreddys that the fence should be replaced and indicated the new fencing should be in the same slotted style. CP 254, 284.

Renaissance Ridge CC&Rs included the requirement that "All [fencing] must be of the style shown on the attached Exhibit 'C' . . .". A-36. Article XII, entitled "LAND USE RESTRICTIONS," also included regulation for other aspects of the physical development of the lots in the subdivision, including such matters as minimum home size, home types, mining, setbacks, driveway materials, and animals. *Id.*

Ignoring the Mullors, the Annamreddys proceeded to install a "privacy" style fence, *without* seeking Board approval. The fence was completed while the Mullors' were still out of the country and

without any notice to them of the imminent construction. CP 556.

The privacy style fence installed by the Annamreddys allowed no air and light and was a foot higher than the original

fence installed by Polygon. A photographic comparison between the Annamreddys' original, but deteriorating slotted fence and the new privacy fence is shown in photographs reproduced on this page (CP 570, 571). Again, no written proposal was made to the Committee by the Annamreddys before the replacement fence was installed. CP 93-94.

The Mullors submitted a detailed, formal complaint to the Association objecting to the improper construction of the privacy fence, which included photographs

of the fence area before and after the Annamreddys' new construction. CP 552-585. About two months later, the Association

emailed the Mullors indicating they were still reviewing the situation and needed more time to contact their lawyer “because there could potentially be large sums of money involved in redoing the neighbor’s fencing. . . .” CP 634.

On August 31, 2020, the Association’s lawyer sent a letter to the Annamreddys approving the new fencing, though no “proposed plans and specifications” for their fence were ever submitted by them to the Committee. CP 93-94. The Committee did indicate to the Annamreddys that “to reduce the risk of litigation (with the Mullors), one option for you to consider is to build a fence that is the original design or the original height along the property line” which the Association would approve. CP 94. The Annamreddys did not follow up on the suggestion to build a conforming fence.

This litigation followed.

5.3. PROCEDURAL HISTORY.

This litigation was commenced on September 1, 2020, with the filing of a complaint asserting breach of the duty of care by the Renaissance Ridge Homeowners Association and breach of the terms of the CCRs by the Annamreddys, later amended to add a

claim for nuisance. CP 1-8, 828-38. On June 28, 2021, the trial court granted summary judgment to the Annamreddys but denied the Association's motion. CP 1023-26. On reconsideration, the trial court entered summary judgment dismissing all claims of Mullor against both defendants. CP 1126-28. The court awarded both defendants their attorney fees. CP 1616-1618, 1619-1621. The Mullors filed a timely notice of appeal. CP 1129-37.

Following briefing, on August 1, 2022, the Court of Appeals issued an unpublished decision, affirming the trial court's decision on the interpretation of the covenants, but remanding to the trial court because that court failed to enter findings of fact and conclusions concerning attorney fees. See Appendix at A-1–A-16. The Mullors filed a motion for reconsideration which was denied on August 26, 2022. Appendix A-17. The defendants'/respondents' motion to publish the decision (A-64) was granted on September 6, 2022. Appendix A-18.

VI. ARGUMENT: WHY REVIEW SHOULD BE ACCEPTED.

6.1 CC&RS AS INTEGRAL TO MODERN RESIDENTIAL COMMUNITIES.

Covenants, conditions and restrictions as a part of subdivision development have become commonplace in residential development and a frequent subject of litigation. A Casetext search shows 45 Washington cases (published and unpublished) that mention CC&Rs.

Review of CC&Rs is also recognized as an integral part of real property sales transactions. Thus RCW 64.04.020 requires disclosure by a seller of improved residential real estate of a variety of title and land use concerns (commonly known as “Form 17 ”) including Question 1.K: “Are there any covenants, conditions or restrictions recorded against the property?”

In 1987, the legislature adopted amendments to the state subdivision statute that made CC&Rs enforceable in the governmental land use process. See RCW 58.17.215. That statute requires that if any person requests “the alteration of any subdivision or the altering of any portion thereof” then:

> If the subdivision is subject to restrictive covenants which were filed at the time of the approval of the subdivision, and the application for alteration would result in the violation of a covenant, the application shall contain an agreement signed by all parties subject to the covenants providing that the parties agree to terminate or alter the relevant covenants to accomplish the purpose of the alteration of the subdivision or portion thereof.

As described, if a change to a subdivision is proposed that would violate provisions of recorded CC&Rs, those covenants will control over land use laws unless "all parties subject to the covenants" agree to terminate or alter the covenants. King County codes incorporate these provisions of the statute in land division regulations for all final plats. See King County Code 19A.16.070 and .080.

New legislation, the Washington Uniform Common Interest Ownership Act, RCW chapter 64.90, makes CC&Rs even more important for subdivisions and condominiums created after July 1, 2018. RCW 64.90.505(3) provides:

> (3) If the declaration so provides, an association may adopt rules to establish and enforce construction and design criteria and aesthetic standards and, if so, must adopt procedures for enforcement of those standards and for approval of construction applications, including a reasonable time within which the association must act after an

> application is submitted and the consequences of its failure to act.

Clarification of applicable standards and interpretation by this Court will provide guidance to covenant drafters, as well as condominium and subdivision boards in the adoption of rules that "establish and enforce construction and design criteria and aesthetic standards." Indeed, the Renaissance Ridge HOA, in their Motion to Publish (A-64) said:

> Publishing this opinion will provide guidance to other home owners and members of Homeowner Associations in Washington, such as the Annamreddys and the Mullors, who may disagree regarding the interpretation of certain CC&R restrictions, ...

Appendix A-69.

In the private community, the widely recognized national real estate organization Redfin describes that when you are subject to CC&RS "an owner gives up certain freedoms in order to be part of a shared community." See https://www.redfin.com/definition/covenants-conditions-restrictions. YouTube even has a four minute video explaining CCRs to laymen: https://www.youtube.com/watch?v=enLhOSQ0zV8.

Following the real estate community, Washington courts

have recognized the mutual benefits to property owners of CC&Rs, including enhancing land value:

> This is due in large part to a shift in perception regarding restrictive covenants. *See Viking Props.*,155 Wash.2d at 120, 118 P.3d 322. Instead of viewing such covenants as restraints on the free use of land, Washington courts have acknowledged that restrictive covenants "tend to enhance, not inhibit, the efficient use of land." *Viking Props.*,155 Wash.2d at 120, 118 P.3d 322 (quoting *Riss v. Angel*,131 Wash.2d 612, 622, 934 P.2d 669 (1997). Similarly, covenants also tend to enhance the value of the land. *Green v. Normandy Park, Riviera Section, Cmty. Club*,137 Wash.App. 665, 683, 151 P.3d 1038 (2007), *review denied*, 163 Wash.2d 1003, 180 P.3d 783 (2008).

Jensen v Lake Jane Estates, 165 Wn.App 100, 106, 267 P.3d 435 (2011). *Riss* also makes clear that the court will place "special emphasis on arriving at an interpretation that protects the homeowners' collective interests." 131 Wn.2d at 623-24.

6.2. THE COURT OF APPEALS SWEEPING ELIMINATION OF CC&RS RULES PRESENTS ISSUES OF SUBSTANTIAL PUBLIC INTEREST TO OWNERS, BUYERS, AGENTS AND OTHERS CONNECTED WITH RESIDENTIAL REAL ESTATE.

The Court of Appeals decision in this case not only conflicts with the *Riss'* requirement to protect all owners interests, but instead creates a trap for unsuspecting homeowners and prospective buyers of properties with CC&Rs.

Here, the Court of Appeals made an expansive ruling: a "variation" clause will overrule all specific provisions in the Renaissance Ridge CC&Rs. The Court holds that a vague and general authority to grant a "variation" is all encompassing: "This language (the variation clause) bestows sole and exclusive authority on the Committee to consider and grant variance from any restriction, and the Committee's decision is final." Opinion at 10, Appendix page A-10. But the Renaissance Ridge CC&Rs have a very specific standard for fences: "All fencing must be of the style shown on the attached Exhibit 'C,' and location approved by the Architectural Control Committee" (A-36, emphasis supplied). Any lawyer, or any prospective buyer, can turn to Exhibit "C" (reproduced in and recorded with the CC&Rs) and see exactly what is required.

But the Court's ruling is so expansive that it includes "any restriction" in the covenants subject to change or elimination and makes the decision "final." This includes specific restrictions. For example, Article XII, Section 6 provides a clear restriction on mining: "No oil drilling, oil development operations . . . or mining

operation of any kind. . . shall be permitted on or in any lot." A-36. Article XII, Section 5 provides that "No mobile or 'manufactured' home . . . recreational vehicle . . . shall be used on any Lot at any time as a Residence, either temporarily or permanently for residential purposes." A-36 (emphasis supplied). Article XII, Section 9 states: "No animals, except dogs, cats, caged birds, fish tanks, and other small household pets, will be permitted on Lots." A-38. Under the Court's interpretation, oil derricks, RVs and dairy cattle or horses are now allowable in Renaissance Ridge if a "variation" for them is granted for them by the Committee.

But the CC&Rs explicitly provided when the discretion of the Committee could be exercised for a particular use. Thus, Article XII, Section 10 says: "All driveways shall be concrete, unless otherwise approved by the Committee." A-38 (emphasis supplied). Article XII, Section 7, provides for a twenty foot setback from the street, but its last sentence says: "Exceptions to Section 7 are allowed providing Architectural Control Committee approval and the approval by the local jurisdiction." A-36 (emphasis supplied.) The CC&Rs *carefully distinguish* between provisions where discretion to

modify is provided and where it is not.

The Court of Appeals precedent would have the exceptions swallow the rule.

The distinction between a specific prohibition and an allowable variation is well illustrated by Article XII, Section 1, dealing with "Land Use Restrictions." Appendix A-35. The first sentence creates a restriction that "All Lots within the Properties shall be used solely for private single-family residential purposes." A-35. However, in the next sentence, the CC&Rs provide that the Board/Committee "may approve certain home business operations" permitted by zoning." An accountant or lawyer that wanted a remote home office would understand that the Committee would entertain and possibly allow such a use. But the fourth sentence states a clear and unequivocal restriction: "no lot shall ever be further subdivided." This clear restriction provides comfort to a prospective buyer, or current Renaissance Ridge owner, that the adjacent lots would never have another house on them. Ignoring the rule that: "In determining intent, language is given its ordinary and common meaning" (*Riss*, 131 Wn.2d at 621, 934 P.2d 669,

citing *Metzner v Wojdyla*, 125 Wn.2d at 445, 450, 886 P.2d 154), the Court of Appeals precedent here would allow the Committee to sweep aside the "no subdivision" clause, as just another restriction within its authority. Despite the clear language of the restriction, a property owner could find his neighbor has subdivided his lot and there will be two houses on that lot, not just one.[1]

In sum, the overarching authorization provided by allowing "any restriction" in the CC&Rs to be changed (or eliminated) by the Committee allows an ambush. Prospective home buyers are informed by the plain English of the CC&Rs that certain restrictions can be varied, i.e. driveway pavement, home businesses, and street setbacks, but others cannot be, i.e. no oil drilling, no manufactured homes, no cattle or horses, no subdivision of a lot ("ever") and fences constructed per Exhibit "C." But, under the

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[1]As described above, RCW 58.17.215 does not allow a plat "alteration" for a subdivision of a lot in Renaissance Ridge "if the application would result in violation of a covenant" absent "an agreement signed by all parties subject to the covenants providing that the parties agree to terminate or alter the relevant covenants to accomplish the purpose of the alteration of the subdivision or portion thereof." A variation issued by the Committee to void the CC&Rs prohibition against further subdivision would likely eliminate the protection given by the statute.

Court of Appeals ruling there are really no rules or restrictions; each restriction can be varied at the will of the Committee.[2] Worse yet, the CC&Rs create an *illusion* of regulation, providing assurance to owners and prospective buyers of firm rules, when in fact many critical provisions may be "varied" by administrative fiat.

6.3 THE COURT OF APPEALS OPINION IS IN CONFLICT WITH OTHER DECISIONS OF THIS COURT.

Riss v. Angel has been controlling precedent as to the use and application of CC&Rs for many years. It also sets guidance as to how to apply the terms of individual covenants:

> "If covenants include specific restrictions as to some aspect of design or construction, the document manifests the parties' intent that the specific restriction apply rather an inconsistent standard under a general consent to construction covenant."

131 Wn.2d at 625-26.

As described above, by its refusal to enforce the specific

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[2]It may be argued that homeowners are protected from nuisance as suggested in an older law review article, "Nuisance as a Modern Mode of Land use Control," William Wilson, 46 Wash. Law Review 47 (1970). But the Committee is given authority under Arctic XII, Section 2 to "determine whether any given use of a Lot unreasonably interferes with those rights" (to use and enjoy their property) and its "determinations shall be conclusive."

restrictions of the Renaissance Ridge CC&Rs, and applying a general consent to variations, the Court of Appeals adopts a standard that conflicts with the settled law established in *Riss*. The refusal of the Court of Appeals to give effect to specific restrictions in the code, such as the unequivocal “no Lot shall ever be further subdivided,” elevates a general allowance for variances over specific code provisions.

Indeed, most of the specific restrictions discussed above are found in Article XII of the Renaissance Ridge CC&Rs (A-35), the “Land Use Restrictions” addressing the type of garden-variety regulations found in a typical municipal zoning code. In setting policies applicable to private land use rules, the Court of Appeals decision fails to follow a long established policy of this court:

> "Vesting ‘fixes' the rules that will govern the land development regardless of later changes in zoning or other land use regulations." *Weyerhaeuser*, 95 Wn. App. at 891. The purpose of the doctrine is to ensure "certainty and predictability in land use regulations." *Abbey Rd. Group, LLC v. City of Bonney Lake,* 167 Wn.2d 242, 250-51, 218 P.3d 180 (2009).

Kelly v Chelan County, 157 Wn.App 417, 424, 237 P.3d 346 (2010). Predictability and certainty criteria should apply with even

greater force for home buyers and owners than developers. The CC&Rs "vested" by Article XVI, Section 1, when they became "binding on all parties and persons claiming under them" for thirty years. A-43. Yet CC&Rs, as interpreted by the Court of Appeals opinion, extinguish predictability and certainty, allowing wholesale elimination of clear restrictions, if approved by a Committee.[3]

Moreover, the Committee's grant of its variation itself violated CC&R rules. Indeed, the CC&Rs provide that "[n]o exterior addition, structural alteration, or exterior structures of any kind may be made until plans and specifications … have been submitted to and approved, in writing, by the Committee." A-40-41 (Article XV, Section 2). But the Annamreddys never submitted any such plans and specifications for the fence to the Committee or sought approval before its construction; instead they just built it while the Mullors were out of town. The Annamreddys follow the old maxim that "it is better to seek forgiveness than permission." In the land use context, our court has held that where a regulation "is positive

[3]Review of the Court of Appeals decision will also benefit lawyers and other drafters of CC&Rs as to their ability to address concerns for future projects.

in its requirements and contains no exceptional procedures like those employed here," administrative officers are not "authorized to permit its violation." *Eastlake Com. Coun. v Roanoke Assoc*, 82 Wn 2d 475, 482, 513 P.2d 36 (1973). The court held that those enforcing regulations have a duty "to insure compliance therewith and not to devise anonymous procedures available to the citizenry in an arbitrary and uncertain fashion." *Id.* The Court should not accept the cynical tactic of approving building without submission of plans and without permission, and should condemn its use.

By building the fence without submitting plans or securing the Committee's approval in advance, the Annamreddys injected a liability element into what ought to have been a plain and simple plan review. Indeed, when the Mullors followed up on their complaint to the HOA, the Committee said they were concerned "about what our authority is in this situation, " and also about their potential liability:

> Because of this, and because there could potentially be large sums of money involved in redoing the neighbor's fence, we are trying to get a hold of our lawyer to clarify things.

Despite clear violation of the CC&Rs process, the Court of Appeals

allows apparently unlimited authority to approve "ABC" (already been constructed) improvements because: "But article XV, section 14 does not prohibit the granting of an after-the-fact variance." Opinion at Appendix A-10. However, the Annamreddys had been informed by Mr. Mullor, the very day their fence fell into his yard, that: "Of course, the fence needs to be replaced to something identical," in keeping with the CC&R provisions. CP 556. Yet they built the fence without submitting plans, gaining Committee approval or informing the Mullors.

This court should adopt a firm rule, applicable to those responsible for enforcing CC&Rs, that such behavior is not acceptable. It is also stated in Washington caselaw. In *Green v. Normandy Park Community Club, supra,* the Court declined to allow a property owner to argue financial loss as a defense to adherence to CC&Rs:

> The benefit of the doctrine of balancing the equities, however, is reserved for the innocent party who proceeds without knowledge or warning that his structure encroaches upon another's property or property rights. *Hollis v. Garwall, Inc.,* 137 Wn.2d 683, 699-700, 974 P.2d 836 (1999); *Bach v. Sarich,* 74 Wn.2d 575, 582, 445 P.2d 648 (1968); *Peterson v. Koester,* 122 Wn. App. 351, 359, 92 P.3d 780 (2004). If a party takes a calculated risk by proceeding, despite notice

> that doing so violates the property rights of others, that party forfeits the right to a balancing of the equities. *Hollis,* 137 Wn.2d at 700; *Arnold v. Melani,* 75 Wn.2d 143, 152, 437 P.2d 908 (1968).

137 Wn App at 698-99. This Court has held that the circumvention of standards and rules should not be allowed "by those quick to advance their projects to completion." *Eastlake*, *supra,* at 482.

Aggressive property owners should not be in a position to intimidate homeowner committees to ignore clear CC&Rs rules because financial liability is inserted in the process.

This court should grant the Mullors' petition for review as the Court of Appeals decision here is in conflict with a decision of this court under RAP 13.4(b)(1).

6.4 SUMMARY.

As seen from the foregoing, decisions about who decides – and how – walls are constructed between neighbors' property has changed since Frost wrote *Mending Wall.* The concept that "good fences make good neighbors" continues as a debate. However, in the modern time of trying to regulate mutual homeowner interests in a large subdivision, the concept should be that "good rules make good neighbors." Clearly articulated and understandable rules are

necessary to reflect the mutual interests of all concerned, whether a current owner or a prospective buyer. The Court of Appeals ruling that there are essentially no rules, only what a committee of three people might decide, turns order among neighbors on its head, whether it concerns the style of fence, whether cattle raising and oil drilling are allowed, or whether each neighbor can subdivide their own lot as they see fit.

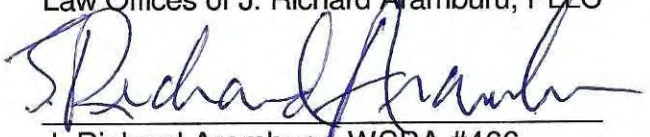
7. CONCLUSION.

Because this case not only involves an issue of substantial public interest that should be determined by this Court, but conflicts with a decision of this court, the Mullors request the Court to grant this petition and ultimately reverse the decision of the Court of Appeals.

This Petition contains 4,732 words in accordance with RAP 18.17(2)(c)(10) limiting petitions to 5,000 words.

Respectfully submitted this 4th day of October, 2022.

Law Offices of J. Richard Aramburu, PLLC



J. Richard Aramburu, WSBA #466
Attorney for Petitioners Mullor

DECLARATION OF SERVICE

I am an employee in the Law Offices of J. Richard Aramburu PLLC, over eighteen years of age and competent to be a witness herein. On October 4, 2022, I filed and emailed copies of the foregoing Petition to counsel of record, addressed as follows:

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I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct to the best of my knowledge and belief.

DATED: October 4, 2022.

Carol Cohoe

Carol Cohoe

Appendix

FILED
8/1/2022
Court of Appeals
Division I
State of Washington

THE COURT OF APPEALS FOR THE STATE OF WASHINGTON

MIKI M. MULLOR and MICHAL MULLOR, a marital community, Appellants, v. RENAISSANCE RIDGE HOMEOWNERS' ASSOCIATION, a Washington Non-Profit Corporation; and SURESH ANNAMREDDY and DIVYA KIRON ANNAMREDDY, a marital community, Respondents.	)	No. 83025-2-I DIVISION ONE UNPUBLISHED OPINION

ANDRUS, C.J. — Miki and Michal Mullor appeal the summary judgment dismissal of claims against neighbors Suresh and Divya Annamreddy, and the Renaissance Ridge Homeowners Association (the Association), for alleged violations of Association covenants relating to the style of cedar fence the Annamreddys erected on the boundary of the two parcels. Because the Association exercised its lawful authority under the covenants to grant a variance to the Annamreddys for the cedar fence, we affirm. But because the trial court failed to enter findings of fact and conclusions of law to support its fee award to the Annamreddys, we remand to the trial court to do so.

FACTS

Miki and Michal Mullor own a home in a residential neighborhood known as the Renaissance Ridge in Sammamish, Washington. Suresh and Divya Annamreddy own a home adjacent to the Mullors' property, also in Renaissance Ridge. The Mullors' property is northwest of the Annamreddys' property, and a portion of the Mullors' property sits 10 feet below the Annamreddy backyard, with the two properties separated by a retaining wall and fencing.

Homeowners living in Renaissance Ridge are members of the Association and subject to a set of Covenants, Conditions, and Restrictions (CC&Rs). The CC&Rs set out land use restrictions for all lots within the development, including the style of fencing permitted in various locations on a lot or within the residential neighborhood. Article XV of the CC&Rs established an Architectural Control Committee (the Committee), appointed by the board of directors, to review plans and specifications for fences that residents propose to place on their properties. Currently, the Association's three board members act as the Committee.

Article XII, section 4 of the CC&Rs identifies the type of fences that homeowners may use in Renaissance Ridge:

> Fences, walls or shrubs are permitted on side and rear property lines, . . . subject to (1) the approval of the Committee and (2) determination whether such fences, walls or shrubs would interfere with utility easements reflected on the face of the Plat and other easements elsewhere recorded. . . . No barbed wire, chain link, or corrugated fiberglass fences shall be erected on any Lot, except that vinyl coated chain link fencing for sports [facility] or galvanized or vinyl coated chain link dog kennel enclosures (providing dog kennel is fully screened from view of adjacent lots or public right-of-way) or county owned facilities may be considered for approval by the Committee upon request. All fences, open and solid, are to meet the standards set by the Committee and must be approved by the

> Committee prior to construction. . . . All [fencing] must be of the style shown on the attached Exhibit "C," and location approved by the Architectural Control Committee.

(Emphasis added.) Exhibit "C," referenced in article XII, section 4, is a "Wildlife Network Management Plan" (Plan), approved by King County to provide "guidelines and ongoing restrictions to preserve and protect the wildlife habitats located within" the Renaissance Ridge plat. The plan notes that the residential development contains a 150' wide wildlife network at the two entries into the plat and near a stormwater detention facility needed for the development. The county approved encroachments into this wildlife network conditioned on approval of the plan. The relevant provision of the plan provided:

> Preservation of wildlife habitat will be accomplished by limiting the disturbed area for development. . ..
>
> Protection of the non-disturbed areas will be accomplished in several ways. Fencing along wetlands and wildlife networks will be provided as shown in Figure One. Back yards of all lots adjacent to the wildlife network will be fenced with a solid type 5' – 6' fence per Exhibit "A." The wildlife network adjacent to SE 8th St. will be fenced with a combination of a low open fence as shown in Exhibit "B" and our standard 3' split rail fence as shown in Exhibit "C." Fencing will be provided as shown in Exhibit "D" (fencing diagram).

Exhibit "A" to the plan in turn contains a diagram of a fence, in plan view, comprised of cedar boards, 5 feet in height, with 1/2 inch spacing between the vertical boards.

The Annamreddys' fence, consisting of 5-foot vertical cedar boards spaced a 1/2 inch on alternating sides of horizontal boards, was in poor condition and needed to be replaced. In January 2020, Suresh Annamreddy attended an Association board meeting and received verbal approval to replace the fence. In late January or early February 2020, a windstorm damaged a portion of the fencing

bordering the Annamreddy and Mullor properties, and Suresh Annamreddy removed the damaged fencing. He arranged to replace the remaining dilapidated fencing with a "solid cedar style wood fence" similar in design to existing fencing in various areas of Renaissance Ridge and lacking the 1/2 inch space between the vertical boards.

Before the Annamreddys had completed the fence replacement project, Mullor submitted a written complaint to the Association asking the board to order the Annamreddys to remove any new fencing and to replace it with an alternating cedar slat fence. Mullor argued that under article XII, section 4 of the CC&Rs, the only permissible fence style is that described in Exhibit "A" to the Wildlife Network Management Plan.

On August 13, 2020, two board members and the Association attorney visited the Mullors' property to inspect the Annamreddys' new solid cedar fence, the remaining pre-existing "alternating slat style" fencing, and the gap along the property line where a portion of the old fencing had blown over during the windstorm. On August 31, 2020, the Committee issued a written approval of the Annamreddys' fence. It stated that

- The remaining portion of the original fence and the portion of the fence that was removed after it fell must be replaced for safety and aesthetic purposes. The fence is dilapidated and sits on top of a retaining wall, creating safety concerns.
- The Association will not require you to remove the new fencing you installed. That fencing is approved, so long as you stain the fencing in the required cappuccino color. Please complete this staining within 30 days.
- The Association approves your request to replace the remaining original fencing and missing fencing with fencing of the same style and height as that fencing already replaced, so long as that new fencing is stained the required cappuccino color. Please

> complete this replacement within 30 days to ensure that the dilapidated and missing fencing is promptly addressed.

The Annamreddys complied with this letter, installing solid cedar style fencing in the gap atop the retaining wall bordering the Mullors' lot.

By letter of the same date, the Association's attorney notified the Mullors that it was rejecting their complaint. The Association determined that the CC&Rs did not mandate fencing of a design and height described in the Wildlife Management Plan unless the fencing ran along wetlands and wildlife networks. It further concluded that the solid cedar fencing that the Annamreddys had erected was the same as the type erected by many homeowners within the community. The Committee found the style to be "more modern" and "more attractive" than the original fencing, and found that the new fence did not unreasonably block sunlight in a manner that could be characterized as a nuisance or a violation of the CC&Rs.

In September 2020, the Mullors filed a lawsuit against the Association and the Annamreddys, alleging breach of duty of reasonable and ordinary care and breach of the CC&Rs. They subsequently amended their complaint to add a claim for nuisance against the Annamreddys. They sought damages and a permanent injunction requiring the Annamreddys to remove the solid cedar fencing and replace it with a fence the "same design and dimensions as the previously existing fence on the property."

The trial court granted summary judgment in favor of the Annamreddys and the Association, dismissing the Mullors' claims. The Mullors appeal.

ANALYSIS

The Mullors assign error to the summary judgment dismissal of their claims for breach of the CC&Rs and nuisance. They contend the trial court erred in holding that the CC&Rs allow the Annamreddys to install a solid cedar fence. They argue the Committee lacked the authority to approve any fencing retroactively or to grant a variance that is inconsistent with the Wildlife Network Management Plan. They also argue the trial court erred in concluding that the fence is not a nuisance as a matter of law. We reject these arguments.

Standard of Review

We review a trial court's order on a motion for summary judgment de novo. *Bangerter v. Hat Island Cmty. Ass'n*, 199 Wn.2d 183, 188, 504 P.3d 813 (2022). Interpretation of covenants is a question of law based on the rules of contract interpretation. *Id. at 189*. (citing *Wilkinson v. Chiwawa Cmtys. Ass'n*, 180 Wn.2d 241, 249, 327 P.3d 614 (2014)); *Kiona Park Ests. v. Dehls*, 18 Wn. App. 2d 328, 334-35, 491 P.3d 247 (2021). The court's primary objective is to determine the intent of the original parties that established the covenants. *Id.* (citing *Riss v. Angel*, 131 Wn.2d 612, 621, 934 P.2d 669 (1997)). "In determining intent, language is given its ordinary and common meaning." *Riss*, 131 Wn.2d at 621. We may resolve any ambiguity as to the parties' intent by considering evidence of the surrounding circumstances. *Id.* at 623. The court will place special emphasis on protecting the homeowners' collective interests. *Id.* at 623-24. A covenant is ambiguous when its meaning is uncertain or two or more reasonable and fair interpretations are possible. *White v. Wilhelm,* 34 Wn. App. 763, 771, 665 P.2d 407 (1983). While intent is a factual question, when the available evidence

warrants but one conclusion, assessing intent may be determined by this court as a matter of law. *Wilkinson*, 180 Wn.2d at 250.

Permissible Fences under Article XII, Section 4

The Mullors first maintain that article XII, section 4 unambiguously requires all homeowners to install only the types of fencing depicted in the Wildlife Network Management Plan, regardless of whether the parcel is adjacent to a wetland or the wildlife network. They focus on the language that provides that "[a]ll fencing must be of the style shown on the attached Exhibit "C," and location approved by the Architectural Control Committee."

On the record before this court, we conclude the language of article XII, section 4 is ambiguous. First, the Wildlife Network Management Plan, by its terms, places no restrictions on parcels other than those with "[f]encing along wetlands and wildlife networks." It is undisputed that the Annamreddy fencing is not along any wetland and their parcel is not adjacent to the wildlife network. Jason Kaufman, the current Association president, testified that neither the Mullor nor Annamreddy parcel is located within the tracts defined as "sensitive areas" in the CC&Rs and that neither is adjacent to any wetlands or wildlife networks. The Mullors submitted no evidence to dispute this testimony. The language reasonably supports the Association's understanding that the fencing style restrictions in the Wildlife Network Management Plan apply only to a limited number of parcels and not to the Annamreddy lot.

Second, the sentence preceding the one on which the Mullors rely provides that "[a]ll fences, open and solid, are to meet the standards set by the Committee

and must be approved by the Committee prior to construction." This provision also arguably supports the Association's interpretation that "solid" fences—i.e., fences lacking the 1/2 inch gap between slats, are generally permissible if approved by the Committee.

But the Mullors argue the word "solid" as used in article XII, section 4 must be interpreted in light of the way this word is used in the Wildlife Network Management Plan which labels the cedar fence depicted in the Plan's Exhibit "A" as "solid," even though the depiction shows a 1/2-inch gap between the vertical fence slats. The Wildlife Network Management Plan does state that "[b]ack yards of all lots adjacent to the wildlife network will be fenced with a solid type 5' – 6' fence per Exhibit 'A.' " (Emphasis added.) This language supports the Mullors' interpretation of the fencing restrictions.

So too does the testimony of Eric Wells, the agent for the developer and declarant involved in the drafting of the CC&Rs. Wells testified that even though the drawings of fencing originally related only to the wildlife network areas, it was his intent that all fencing in the development should be one of the three styles shown in the Wildlife Network Management Plan. The Wells testimony would support an interpretation that the reference to "solid" fencing in article XII, section 4 is merely a reference to the "solid" style of fencing depicted in the Wildlife Network Management Plan, and not a grant of broader authority for homeowners to erect any style of solid fence they choose.

As the Association and the Annamreddys point out, the credibility of Wells' testimony is undercut by what Renaissance Ridge homeowners have actually

done over the years. Kaufman testified that, when he surveyed the community, he counted at least 52 of the 300 lots, or nearly one in six, with fences of solid cedar planks. Kaufman's own property has two fences with two alternative slat style fences and two fences with the same solid cedar slats as the Annamreddys erected. The Association's treasurer, Yogesh Gupta, testified that he has lived in Renaissance Ridge since the development opened and when he moved into his new home, there were a number of lots with solid cedar style fences as part of the original construction. He stated "[t]hat style of fencing is and has always been commonly used in Renaissance Ridge." This testimony supports the Association's contention that the original intent in adopting fencing restrictions is not as Wells claims it to be.

Because the record supports two reasonable interpretations of article XII, section 4, we conclude the language is ambiguous and an issue of fact exists as to whether the fence limitations described in the Wildlife Network Management Plan apply to lots outside the wildlife network.

Variances under Article XV, Section 14

But even if a trier of fact adopted the Mullors' interpretation of article XII, section 4, we nevertheless conclude that the Committee has the authority to grant a variance, even retroactively, to the Annamreddys under article XV, section 14 of the CC&Rs. This section provides:

> The Committee . . . shall have the sole and exclusive authority to approve plans and specifications which do not conform to these restrictions in order to (1) overcome practical difficulties, or (2) prevent undue hardship from being imposed on an owner as a result of applying these restrictions, or (3) allow alternative construction upon specific request by an owner. However, such variations will

> only be approved in the event that the variation, in the sole and exclusive discretion of the Committee . . . will not (1) detrimentally impact the overall appearance of the development, (2) impair the attractive development of the subdivision, or (3) adversely affect the character of nearby lots to a significant degree. Granting such a variation shall not constitute a waiver of the restrictions or requirements articulated in this Declaration.
>
> For purposes of approval of architectural design requirements, structure placement, analysis of view restrictions and all other aspects of review authority granted to the Committee and the Declarant through this Declaration, the decision of the Committee and the Declarant shall be final.

(Emphasis added.) This language bestows sole and exclusive authority on the Committee to consider and grant variances from any restriction, and the Committee's decision is final. The Washington Supreme Court recently emphasized that homeowner association decision-makers are due significant deference in these situations: "[W]hen a homeowners' association makes a discretionary decision in a procedurally valid way, courts will not substitute their judgment for that of the association absent a showing of 'fraud, dishonesty, or incompetence (i.e., *failure to exercise proper care, skill, and diligence*)[.]'" *Bangerter*, 199 Wn.2d at 190 (quoting *Riss v. Angel*, 131 Wn.2d at 632 (quoting *In re Spokane Concrete Prods.*, *Inc.*, 126 Wn.2d 269, 279, 892 P.2d 98 (1995))) (alteration in original).

The Mullors argue that the Committee did not render its variance decision in a procedurally valid way because the Annamreddys failed to submit formal plans before they erected the fence. But article XV, section 14 does not prohibit the granting of an after-the-fact variance. The language of the variance provision appears to contemplate just such an event by allowing the Committee to grant a

variance to "prevent undue hardship from being imposed on an owner as a result of applying these restrictions[.]"

The Mullors also maintain that the Committee's chief concern in granting the variance was not whether the Annamreddy fence met the criteria for a variance. There is no evidence to support this contention. It is undisputed that the Committee visited the property and determined that the replacement fence was more attractive than the original fencing, well-harmonized with the surrounding environment, matched many other solid cedar style fences in the community, did not significantly block light to the Mullors' property, and likely improved the value of neighboring properties.

The Mullors next contend that the Annamreddys' failure to submit plans in advance of building the fence was a procedural violation that can only be remedied by removal of the structure. While article XII, section 4 does require Committee approval of plans "prior to construction," article IX, section 4 of the CC&Rs grants the Association flexibility in its enforcement choices.

> In the event that an owner shall fail to comply with any section or provision of the Declaration, and any Amendments thereto, the Board may undertake to enforce compliance through the provisions of Section 3 herein, as well as Article XVI, Section 4 of the Declaration, or any other authority granted to the Board through this Declaration.

(Emphasis added.) In other words, the Association has the discretion to choose whether certain situations warrant moving forward with enforcement action. If the Committee did not deem the Annamreddys' failure to submit formal plans an egregious violation sufficient to warrant requiring them to remove the fence, we defer to that decision.

Because the Association has the authority to grant a variance to the Annamreddys to permit them to build a solid cedar fence along the border of their property, the Mullors failed to establish that either the Association or the Annamreddys violated the CC&Rs. Summary judgment was appropriate.[1]

Nuisance

The Mullors next argue that genuine issues of material fact remain regarding whether the Annamreddy's fence created a nuisance. We disagree.

The Mullors alleged a violation of RCW 7.48.120, which provides:

> Nuisance consists in unlawfully doing an act, or omitting to perform a duty, which act or omission either annoys, injures or endangers the comfort, repose, health or safety of others, offends decency, or unlawfully interferes with, obstructs or tends to obstruct, or render dangerous for passage, any lake or navigable river, bay, stream, canal or basin, or any public park, square, street or highway; or in any way renders other persons insecure in life, or in the use of property.

The Mullors' nuisance claim was premised on the allegation that the fence was unapproved and violated the CC&Rs. But the fence was not unapproved, and it did not breach the CC&Rs because the Committee granted a variance. Mullor has not identified any other law that has been violated or any other common law duty

[1] The Association also argues that any Wildlife Network Management Plan fencing restrictions applicable to lots other than those adjacent to the wildlife network have been abandoned. Abandonment is an equitable defense available to preclude enforcement of a covenant. *Mountain Park Homeowners Ass'n v. Tydings*, 125 Wn.2d 337, 341-42, 883 P.2d 1383 (1994). The defense requires evidence that prior violations by other residents have so eroded the general plan as to make enforcement useless or inequitable. *Id.* at 342. Generally, whether evidence supports a finding of abandonment is a question of fact. *Green v. Normandy Park Riviera Section Cmty. Club*, 137 Wn. App. 665, 697, 151 P.3d 1038 (2007). *See also White v. Wilhelm*, 34 Wn. App. at 770 ("Applicability of [the abandonment] doctrine, which is based on estoppel, is a factual determination.") We do not need to reach the issue of whether the Association members have abandoned the fencing restrictions for lots such as the Annamreddys' parcel because summary judgment was appropriate under article XV, section 4's variance provision.

breached. There is no common law duty independent of those listed in the nuisance statute or required by the CC&Rs. "At common law a man has a right to build a fence or other structure on his own land as high as he pleases, although he thereby completely obstructs his neighbors' light and air, and the motive by which he is actuated is immaterial." *Karasek v. Peier*, 22 Wash. 419, 427, 61 P. 33 (1900). *See also Asche v. Bloomquist*, 132 Wn. App. 784, 133 P.3d 475 (2006) (a nuisance action fails when it is based on rights conferred by a statute and the statutory rights have not been violated). Mullor failed to establish the existence of a nuisance as a matter of law. Summary judgment dismissal of this claim was also proper.

Attorney Fees Awarded by the Trial Court

The Mullors ask us to reverse the trial court's award of attorney fees to the Association and the Annamreddys because summary judgment was improper and the trial court failed to enter written findings of fact as to the reasonableness of those fees. We reject the first argument and need not address it. We further conclude the Mullors waived their right to challenge the fee award to the Association. But we agree the fee award to the Annamreddys must be remanded to the trial court for entry of findings of fact justifying the reasonableness of the amount awarded.

First, the Mullors did not assign error to, or challenge the reasonableness of, the attorney fee award to the Association in their briefs to this court. If an appellant fails to raise an issue in the assignments of error and fails to present any

argument on the issue in their brief, we generally will not consider the merits of that issue. *State v. Olson,* 126 Wn.2d 315, 321, 893 P.2d 629 (1995).

Second, in response to the Association's motion for attorney fees, the Mullors "acknowledge[d] that an award of costs and attorneys' fees to the prevailing party is appropriate in this case and that the costs and fees claimed by defendant Renaissance Ridge Homeowners' Association are not unreasonable." The Mullors did not object to the fee award, did not challenge the amount awarded, and did not call any errors in computing the award to the trial court's attention. Under RAP 2.5(a), this court generally declines to review any claim of error not raised before the trial court. The Mullors do not argue that any exceptions to this rule apply. They have thus failed to preserve this claim of error.

Third, we conclude that the Mullors adequately preserved objections to the amount of attorney fees awarded to the Annamreddys. The Annamreddys requested an award of $19,156.91. The Mullors asked the court to reduce any award by $1,079.50, an amount they deemed to reflect paralegals performing clerical and administrative, rather than legal, tasks. The court awarded the full amount the Annamreddys requested without making any findings as to the reasonableness of the challenged paralegal services. Although the Mullors did not separately assign error to the Annamreddy attorney fee award, it adequately briefed the issue in its opening and reply briefs. While this type of flaw generally precludes review, we nevertheless have the discretion under RAP 1.2(a) to reach the issue because the record and briefing are adequate to do so.

The Mullors contend the trial court abused its discretion in failing to enter written findings of fact to support the Annamreddy fee award. We agree. Trial courts must articulate the grounds for a fee award, making a record sufficient to permit meaningful review. *White v. Clark County*, 188 Wn. App. 622, 639, 354 P.3d 38 (2015). This generally means the court must supply findings of fact and conclusions of law sufficient to permit a reviewing court to determine why the trial court awarded the amount in question. *Id.* (quoting *SentinelC3, Inc. v. Hunt*, 181 Wn.2d 127, 144, 331 P.3d 40 (2014)). Our Supreme Court requires that the trial court create a specific record when awarding attorneys' fees and costs. "Not only do we reaffirm the rule regarding an adequate record on review to support a fee award, we hold findings of fact and conclusions of law are required to establish such a record." *Mahler v. Szucs*, 135 Wn.2d 398, 435, 957 P.2d 632 (1998). If the trial court does not make findings of fact and conclusions of law supporting the attorney fee award, the appropriate remedy is to remand to the trial court for entry of proper findings and conclusions. *White*, 188 Wn. App. at 639.

The trial court did not enter findings of fact or conclusions of law in support of its Annamreddy fee award, despite the fact that the Mullors raised objections to certain charges. We thus remand for entry of findings of fact and conclusions of law relating to the trial court's award of attorney fees to the Annamreddys.

Attorney Fees and Costs on Appeal

The Annamreddys and the Association request an award of attorney fees and costs for this appeal under article XV, section 15 of the CC&Rs. This provision states that "[i]n any judicial action to enforce a determination of the Committee, the

losing party shall pay the prevailing party's attorneys' fees, expert witness fees, and other costs incurred in connection with such a legal action or appeal." The Annamreddys and the Association have substantially prevailed here, and we award them reasonable attorney fees and costs, subject to their compliance with RAP 18.1.

Affirmed but remanded for the entry of findings of fact and conclusions of law to support the attorney fee award to the Annamreddys.

Andrus, C.J.

WE CONCUR:

Coburn, J.

Smith, A.C.J.

FILED
8/26/2022
Court of Appeals
Division I
State of Washington

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON
DIVISION ONE

MIKI M. MULLOR and MICHAL MULLOR, a marital community,

Appellants,

v.

RIDGE HOMEOWNERS' ASSOCIATION, a Washington Non-Profit Corporation; and SURESH ANNAMREDDY and DIVYA KIRON ANNAMREDDY, a marital community,

Respondents.

No. 83025-2-I

ORDER DENYING MOTION FOR RECONSIDERATION

The appellants, Miki Mullor and Michal Mullor, have filed a motion for reconsideration. A majority of the panel has determined that the motion should be denied.

Now, therefore, it is hereby

ORDERED that the motion for reconsideration is denied.

Andrus, C.J.
Judge

FILED
9/6/2022
Court of Appeals
Division I
State of Washington

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON
DIVISION ONE

MIKI M. MULLOR and MICHAL MULLOR, a marital community, Appellants, v. RENAISSANCE RIDGE HOMEOWNERS' ASSOCIATION, a Washington Non-Profit Corporation; and SURESH ANNAMREDDY and DIVYA KIRON ANNAMREDDY, a marital community, Respondents.	No. 83025-2-I ORDER GRANTING MOTION TO PUBLISH

The respondents, Renaissance Ridge Homeowners Association, having filed a motion to publish opinion, and the hearing panel having reconsidered its prior determination and finding that the opinion will be of precedential value; now, therefore it is hereby:

ORDERED that the unpublished opinion filed August 1, 2022, shall be published and printed in the Washington Appellate Reports.

For the Court:

Andrus, C.J.

AFTER RECORDING RETURN TO:
Renaissance Ridge, L.L.C.
4030 Lake Washington Blvd. NE Suite 201
Kirkland, WA 98033

9905190556

990519-0556 11:10:00 AM KING COUNTY RECORDS 044 ME 51.00

RESTATED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
RENAISSANCE RIDGE HOMEOWNERS ASSOCIATION

Declarant.	Renaissance Ridge, L.L.C., a Washington limited liability company
Tax Parcel Numbers	032406-9107-06, 032406-9052-01, 062980-0700-07 and 062980-0710-05
Legal Description.	A replat of Tracts B and D of Beaverdam Division 1, in the SE 1/4 of the SE 1/4 of Sec. 34, Twp. 25 North, Rge. 6 East, Willamette Meridian, and a portion of the SE 1/4, NE 1/4 and NW 1/4, all of the NE 1/4, and a portion of NE 1/4 of the new NW 1/4, all of Sec. 3, Twp. 24 North, Rge. 6 East, Willamette Meridian, King County, Washington.
	Further described in Exhibit "A" attached hereto

CHICAGO TITLE INS CO
REF# W9901129-10

EXHIBIT 1

TABLE OF CONTENTS

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

RENAISSANCE RIDGE HOMEOWNERS' ASSOCIATION

THIS DECLARATION is made on the date hereinafter set forth by "Renaissance Ridge, L.L.C." ("Declarant") who is the Owner of certain land situated in the state of Washington, county of King, known as Renaissance Ridge, together with such additions as may be made to the property (as provided for below in Article II, which is more particularly described on the attached Exhibit "A". In order to ensure preservation of the high quality residential environment at Renaissance Ridge, Renaissance Ridge, L.L.C. agrees and covenants that all land and improvements now existing or hereafter constructed thereon will be held, sold, conveyed subject to, and burdened by the following covenants, conditions, restrictions, reservations, limitations, liens and easements, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of such lands for the benefit of all of such lands and the Owners thereof and their heirs, successors, grantees and assigns. All provisions of this Declaration shall be binding upon all parties having or acquiring any right, title or interest in such lands or any portion thereof and shall inure to the benefit of each Owner thereof and to the benefit of Renaissance Ridge Homeowners' Association and shall otherwise in all respects be regarded as covenants running with the land.

9905190856

ARTICLE I

DEFINITIONS

For purposes of the Declaration, the Articles of Incorporation and the Bylaws of Renaissance Ridge Homeowners' Association, certain words and phrases shall have particular meanings as follows:

Section 1 "Association" shall mean and refer to Renaissance Ridge Homeowners' Association, its successors and assigns

Section 2 "Board" shall mean and refer to the Board of Directors of the Association, as provided for in Article X. For purposes of exercising the powers and duties assigned in this Declaration to the Board during the Development Period, this term shall also mean the "Temporary Board" or "Declarant" as provided in Article III unless the language or context clearly indicates otherwise.

Section 3 "Properties" shall mean and refer to the real property described with particularity in Exhibit "A" and such additions to that property which may hereinafter be brought within the jurisdiction of the Association.

Section 4 "Common Areas" shall mean and refer to any of the real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the members of the Association, including Tracts "D", "G", "I", "J", "K", "N", "O", "P", "Q", "T", "V", "FF" and "NN".

Section 5 "Common Maintenance Areas" shall mean those portions of all real property (including the improvements thereto) maintained by the Association for the benefit of the members of the Association. The areas to be maintained by the Association at the time of recording this Declaration are described as follows:

(a) All Common Areas as set forth in Section 4 above, with the exception of Tract "FF" which shall be maintained by Tax Lot 98 which is located south of Lots 37 and 38 in Renaissance Ridge Division I.

(b) The landscaping and plat identification monuments and associated fences, if any, located at the intersection of SE 8th Street and 240th Avenue SE at the intersection of SE 8th Street and 242nd Avenue SE and on Lots 1 and 30.

(c) The fence improvements around any part of the exterior plat boundary along SE 8th Street including the associated right of reasonable access for maintenance, repair or replacement of said fence.

(d) The Sensitive Area Tract signage and fence improvements located adjacent to open space tracts.

(e) The Parks located on Tracts "D", "G" and "V"

(f) All perimeter landscaping adjacent to Renaissance Ridge that may be located between the exterior fence along SE 8th Street, if any, which incorporates landscaping improvements.

(g) The mailbox structures, including the mailboxes.

(h) For the purposes of this section any fencing located between a Lot and a Common Area shall be maintained by the lot owner.

Section 6 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties. Common Areas and Common Maintenance Areas shall not be regarded as Lots. As undeveloped property within the Association is platted in the future, each subsequently recorded building lot shall represent an independent "lot." Tracts of land undeveloped but approved for future subdivision shall be considered as one lot each until further subdivision takes place.

Section 7 "The Reserves at Renaissance Ridge" herein after referred to as "THE RESERVES" shall mean and refer to lots 1-30 of the plat of Renaissance Division 1, more particularly described by the legal description on the attached Exhibit "B" hereto

Section 8 "Declarant" shall mean and refer to Renaissance Ridge, L.L.C., or the successor designated by Renaissance Ridge, L.L.C., during the development period, as defined herein, which shall be at Renaissance Ridge, L.L.C.'s sole and exclusive discretion

Section 9 "Architectural Control Committee" shall mean and refer to the duly appointed or elected committee of the Board of Directors as outlined in Article XV of this Declaration, hereinafter referred to as the "Committee."

Section 10 "Development Period" shall mean and refer to that period of time as defined in Article III of this Declaration.

Section 11 "Plat" shall mean and refer to the Plat of Renaissance Division 1 as recorded in the records of King County under Auditor's File No. ___ (also as legally described on the attached Exhibit "A")

Section 12 "Residence" shall mean and refer to buildings occupying any Lot.

Section 13 "Sensitive Area Tract" shall mean and refer to the area within the plat which is designated as a Sensitive Area Tract. This area has been indicated on the plat, for the protection and preservation of steep slopes or wetlands that are located on the Properties. This area is subject to regulations of the King County.

Section 14 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of (1) a fee simple title to any Lot which is a part of the Properties (but excluding those persons or entities, such as real estate contract sellers, having record title merely as security for the performance of an obligation), or (2) the

Purchaser under a real estate contract prior to issuance of the fulfillment deed for the contract. For any property within the Association to be subdivided in the future, only one "ownership" shall apply to each separate legal parcel, to be represented as one Class "A" ownership, until such time as said parcel is platted, at which time each individual lot shall represent one ownership. However, so long as the Declarant retains ownership of such parcels, they shall be exempt from all assessments and shall be represented by the Declarant as Class "B" membership as set forth in Article X, Section (3) herein. Upon platting of the parcels, the ownership and membership rights of the Declarant, as more fully set forth in the Declaration, shall apply individually to each legally platted building lot, until conveyance to a subsequent owner by Declarant.

Section 15. "Declaration" shall mean and refer collectively to the Declaration of Covenants, Conditions and Restrictions as recorded in Records of King County under Auditor's File No. _____, together with all amendments now or hereafter recorded that modify said Declaration.

Section 16 The "Reserves Declarant" shall mean the person or entity which acquires the Reserves in a bulk purchase from Declarant

Section 17 The "Reserves Declaration" shall mean the separate and distinct Declaration of Covenants, Conditions and Restrictions applicable only to the Reserves as may be recorded in the records of King County by the Reserves Declarant, together with all amendments hereafter recorded that modify said Reserves Declaration.

ARTICLE II

PRE-EXISTING RESTRICTIONS

9905190856

If the Properties covered by this Declaration are already affected by previous covenants, restrictions, conditions, and encumbrances (collectively "prior restrictions"), the Properties will continue to be subject to such prior restrictions to the extent the prior restrictions are valid and legally enforceable.

ARTICLE III

DEVELOPMENT PERIOD, MANAGEMENT RIGHTS OF

DECLARANT DURING DEVELOPMENT

Section 1 Management by Declarant Development Period shall mean that period of time from the date of recording the Declaration until (1) January 1, 2003 or (2) the thirtieth (30) day after Declarant has transferred title to the purchasers of Lots representing 100 percent of the total voting power of all Lot Owners as then constituted (so that Declarant no longer is entitled to vote either as a Class A or Class B member of the Association pursuant to Article X, Section 3) or (3) the date on which Declarant elects to permanently relinquish all of Declarant's authority under this Article III by written notice to all Owners, whichever date first occurs. Notwithstanding anything in this Declaration to the contrary, until termination of the Development Period, either upon the sale of the required number of Lots, the arrival of January 1, 2003, or at the election of the Declarant, the Property shall be managed and the Association organized at the sole discretion of the Declarant

Section 2 Notice to Owners Not less than ten (10) nor more than thirty (30) days prior to the termination of the Development Period, the Declarant shall give written notice of the termination of the Development Period to the Owner of each Lot Said notice shall specify the date when the Development Period will terminate and shall further notify the Owners of the date, place and time when a meeting of the Association will be held. The notice shall specify that the purpose of the Association meeting is to elect new Officers and Directors of the Association. Notwithstanding any provisions of the Articles or Bylaws of the Association to the contrary, for the purpose of this

meeting, the presence, either in person or by proxy, of the Owners of five (5) Lots shall constitute a quorum. The Board of Directors and Officers of the Association may be elected by a majority vote in said quorum. If a quorum shall not be present, the Development Period shall nevertheless terminate on that date specified in said notice and it shall thereafter be the responsibility of the Lot Owners to provide for the operation of the Association.

Section 3 Declarant may in Declarant's sole discretion, and at such times as the Declarant deems appropriate (including in the Articles of Incorporation of the Association, if the Declarant is the Incorporator of the Association), appoint three persons who may be Lot Owners, or are representatives of corporate entities or other entities which are Lot Owners, as a Temporary Board. This Temporary Board shall be for all purposes the Board of Directors of the Association, and shall have full authority (including the authority to adopt or amend the initial or subsequent Bylaws of the Association) and all rights, responsibilities, privilege and duties to manage the Properties under this Declaration and shall be subject to all provisions of this Declaration, the Articles and the Bylaws Provided that, after selecting a Temporary Board, the Declarant, in the exercise of the Declarant's sole discretion, may at any time terminate the Temporary Board and reestablish the Declarant's management authority under Article III or select a new Temporary Board under this section of Article III. When the Declarant has appointed a Temporary Board, the Temporary Board, during the Development Period, shall have, and may fully exercise, any power or authority granted to the Permanent Board after the Development Period.

Section 4 So long as no Temporary Board is managing the Properties or until such time as the first permanent Board is elected, should Declarant choose not to appoint a Temporary Board, Declarant or a managing agent selected by the Declarant shall have the power and authority to exercise all the rights, duties and functions of the Board and generally exercise all powers necessary to carry out the provisions of this Declaration, including, but not limited to, enacting reasonable administrative rules, contracting for required services, obtaining property and liability insurance, collecting and expending all assessments and Association funds, and enforcing this Declaration (including foreclosing any liens provided for by this Declaration) Any such managing agent or the Declarant shall have the exclusive right to contract for all goods and services, payment for which is to be made from any monies collected from assessments In the event that Association expenses exceed assessments, any monies provided by Declarant for Association expenses that would otherwise be paid for out of Association assessments shall be considered a loan to be repaid to Declarant through regular or special assessments from the Association, together with interest at 12 percent (12%) per annum.

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Section 5 These requirements and covenants are made to ensure that the Properties will be adequately administered in the initial stages of development and to ensure an orderly transition to Association operations. Acceptance of an interest in a Lot evidences acceptance of this management authority in Declarant.

Section 6. Declarant shall have the management authority granted by this Article III notwithstanding anything in this Declaration to the contrary. Declarant, as the Incorporator of the Association, may cause the Association to be incorporated, the Temporary Board to be appointed either in the Articles of Incorporation of the Association or by separate written instrument, to terminate the Temporary Board and reassure the Declarant's management authority under this Article III, reappoint successor Temporary Boards, or take any other action permitted by this Article III, all without affecting the authority given the Declarant by this Article III to manage the Property and organize the Association at the Declarant's sole discretion

Section 7 Declarant, during the development period, and the Association after expiration of the development period, shall have the sole and exclusive authority to incorporate additional property into the Association, which property shall subsequently be fully subject to the Declaration and all amendments thereto The incorporation of additional property into the Association shall be subject to and conditioned upon all of the following

(a) During the development period, the Declarant, in its sole and exclusive discretion, may elect to incorporate additional property into the Association After expiration of the development period, approval of the Declarant shall not be required, but such incorporations shall then require approval of at least fifty-one percent

(51%) of the votes of the members of the Association. All incorporations shall be by a duly recorded instrument in the Records of King County.

(b) Any property incorporated into the Association shall be subject to all of the Covenants, Conditions and Restrictions set forth in the Declaration, as well as the Bylaws of the Association. Each new lot shall become a member of the Association upon incorporation, and shall be subject to the same rate of assessment as similar members of the Association. In the event such property is incorporated in the Association unplatted, but subject to future subdivision, the property shall be considered as one ownership with one Class "A" membership in the Association until such time as a subdivision of said property is approved and recorded. Upon recording of such subdivision, each individual lot shall represent one ownership and, therefore, one Class "A" membership in the Association. In the event the Declarant is the owner of such incorporated property, the parcel shall be exempt from all assessments and shall be represented by the Declarant as Class "B" membership as set forth in Article X, Section (3) herein, until conveyance by Declarant to a subsequent owner, at which time the appropriate "A" classification shall apply. The rights and responsibilities given the Declarant through this Declaration shall continue to apply to the Declarant and the newly incorporated property, so long as the Declarant is the owner of said property, or any portion thereof

ARTICLE IV

DEED AND DEDICATION OF COMMON AREAS

Section 1. Declarant hereby transfers, conveys and grants title to any Common Areas of the Properties to the Association for the common use and enjoyment of the Association and the Owners in accord with the terms and conditions of this Declaration reserving, however, to the Declarant for the benefit of Declarant, his successors and assigns, those certain rights of use, ingress, egress, occupation and control indicated elsewhere in this Declaration for the duration of the Development Period, at which time this reservation shall cease and then be of no further force and effect

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ARTICLE V

DEED AND DEDICATION OF EASEMENTS

Section 1 Declarant hereby transfers and conveys to the Association for the common use and enjoyment of the Association and the Owners all easements created hereby for the purpose of landscaping, utilities, and access, reserving, however, to Declarant for the benefit of Declarant, its successors and assigns, an equal right to utilize all easements The Declarant's and Association's right to use such easements are subject to the right of the public to use rights-of-way which have been dedicated as public roads and are open to public access, including emergency vehicle access

Section 2 Easements for Drainage and Utility Purposes Easements for installation and maintenance of utilities and drainage facilities are hereby reserved over the front ten (10) feet of each lot subject to this Declaration, and over a five (5) foot wide strip along each side of interior lot lines, and over the rear five (5) feet of each lot, as well as on other portions of certain lots which have been made of record on the face of the final plat map or by recording of a separate instrument Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements with the exception of wood fencing and rockeries or cast in place retaining walls providing they are constructed in a manner that does not effect drainage or utility access. The easement area of each lot and all improvements in and or on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utilities company, or the Association, is responsible

ARTICLE VI

ADMINISTRATION AND USE OF COMMON AREAS AND

COMMON MAINTENANCE AREAS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right in easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with title (or, if applicable, with the equitable title held by a real estate contract purchaser), to every Lot subject to the following provisions:

(a) The right of the Declarant or the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas, and to establish use and operation standards for all Common Areas to be binding on all Association Members along with enforcement standards.

(b) The right of the Declarant (during the Development Period) or the Association (after the Development Period) to suspend an Owner's right to vote and to use any recreational facilities for any period during which assessments against his or her Lot remain unpaid and for a period, not to exceed 60 days, for any, and each separate, infraction of its published rules and regulations.

(c) The right of the Declarant (during the Development Period) or the Association (after the Development Period) to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as the Declarant or Members, as applicable, may deem appropriate. During the Development Period, any such dedication or transfer of all or any part of the Common Areas pursuant to this Section may be made by the Declarant in the Declarant's sole discretion. After the Development Period, no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer, signed by the Owners of two-thirds (2/3) of the Lots, has been recorded

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Section 2. Insurance Nothing shall be done or kept in any Common Areas which will increase the rate of insurance on the Common Areas or other Lots or Improvements without the prior written consent of the Board. Nothing shall be done or kept in any Common Areas which will result in the cancellation of insurance on any part of the Common Areas or which would be in violation of any laws or ordinances.

Section 3 Alteration of Common Areas and Common Maintenance Areas. Nothing shall be altered, or constructed in, or removed from any Common Maintenance Areas except upon prior written consent of the Committee. There shall be no construction of any kind within the Common Areas except that community improvements may be constructed if two-thirds (2/3) of the members of the Association authorize (1) the construction of such improvements and (2) assessments for such improvements. Also, any such improvements would be subject to the acquisition of all required permits from governmental agencies. This Section shall not limit or prohibit Declarant (and no member consent shall be necessary), during the Development Period, from constructing or altering any such improvements to any Common Areas or Common Maintenance Areas, which the Declarant in Declarant's sole discretion, deems for the benefit and enhancement of said areas and the Association in general

Section 4 Dumping in Common Areas, Common Maintenance Areas, or Sensitive Area Tracts. No trash, construction debris or waste, plant or grass clippings or other debris of any kind, nor hazardous waste (as defined in any federal, state, or local law or regulation) shall be dumped, deposited or placed on any Common Areas, Common Maintenance Areas, or Sensitive Area Tract The Declarant, during the development period, and the Association, following expiration of the development period, shall be exempt from this section.

Section 5. Landscaping and Fencing No permanent structures or landscaping of any kind, including fences, walls, or shrubs, may be built or placed within any right-of-way, easements, or Sensitive Area Tracts as

delineated on the Plat except as deemed appropriate by the Committee. This prohibition shall not apply to the landscape and fence/monument sign improvements in the Common Maintenance Areas installed by Declarant, nor shall this Section prohibit the Association from installing additional improvements or landscaping within the designated Common Areas or Common Maintenance Areas, nor shall this section prohibit the installation of fences by Lot Owners on property lines as may be otherwise allowed in this Declaration, nor shall this section prohibit the installation of landscaping on private Lot areas encumbered by utility easements not otherwise restricted in this Declaration as to landscaping. Also, this prohibition shall not apply to landscaping of front or side yard areas of Lots extending up to the edge of the curb or sidewalk in the public right-of-way as further set forth in Article XII, Section 12 of this Declaration.

ARTICLE VII

MAINTENANCE OF THE COMMON AREAS AND COMMON

MAINTENANCE AREAS

DELEGATION OF MANAGEMENT

Section 1. Maintenance of Common Areas. Maintenance of the Common Areas and all improvements thereon shall be the sole responsibility of the Association and shall include, but not be limited to, maintenance of the Common Areas and Common Maintenance Areas. All maintenance of Lots and Residences located on Properties shall be the sole obligation of the Owner, provided, however, the Association may, from time to time, provide certain common maintenance of Lots and Residences as may be determined to be in the best interests of all Owners. The Association shall maintain and regulate the use of Common Areas for the benefit of each Lot within the Plat, and shall do all things necessary to preserve and maintain the Common Areas for the purpose intended. It shall be the responsibility of the Association to maintain Tracts "I", "J", "K", "N", "O", "P", "Q", "T", "V", and "NN", the 20' landscape easement along SE 8th Street, including fence improvement located along SE 8th Street, the Sensitive Area Tract signage and fence improvements located adjacent to open space tracts, the landscaped entries and monument at the intersection of SE 8th Street and 240th Avenue SE, at the intersection of SE 8th Street and 242nd Avenue SE and on Lots 1 and 30 and Tracts "D", "G" and "V", to preserve the value of said property for the use and enjoyment of the Members of the Association in accordance with all restrictions and limitations established for said property through this Declaration, the laws and ordinances of the King County, Washington, and all other applicable statutes and regulations. The Declarant, during the Development Period, and the Board following the Development Period, shall have the exclusive right to establish use and operation standards for said Common Areas to preserve the value and desirability of said Common Areas for the enjoyment of the Members of the Association.

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Section 2. Responsibility for Maintaining Common Maintenance Areas. The Association is responsible for maintaining and preserving the character of areas designated on the face of the Plat as Common Maintenance Areas, or as defined in this Declaration as Common Maintenance Areas. Common Maintenance Areas have been set aside for landscaping and community identification purposes.

Section 3. Repair of Common Areas and Common Maintenance Areas. Any damage to the Common Areas or Common Maintenance Areas or improvements thereon, including landscaping plantings, fences, etc., by the Owners or their children shall be repaired within one (1) week by the Owners who (or whose children) caused the damages. If the damage cannot reasonably be repaired within one week, the time for the Owner to repair the Property shall be extended to the time reasonably required to repair the Property, provided that the Owner promptly begins, and diligently pursues, the repair of the damage. If such repairs are not made timely, the Association shall execute the repair and the Owner will be obligated to immediately pay the Association or its designed for the repair. If the Owner fails to promptly make payment for such repairs, the Owner will be charged interest at the rate of 12 percent (12%) per annum on the payment due, the payment due shall be a personal liability of the Owner, and the amount of the payment due shall be a lien on the Owner's Lot.

Section 4 Landscape Maintenance. It shall be the responsibility of the Association to maintain the landscaping and entry monuments, if any, located at the entrances to Renaissance Ridge at the intersections of SE 8th Street and 240th Avenue SE and at the intersection of SE 8th Street and 242nd Avenue SE, on Lot 1 and Lot 30 and the 20 foot landscape easement along SE 8th Street as shown on the final plat

Section 5 Sensitive Area Tracts or Tracts The Association shall not permit any structures, filling, grading or obstruction to be placed beyond the building setback lines from Sensitive Area Tracts or within the Sensitive Area Tracts or Tracts unless the Association obtains the approval of King County No decks, patios, out buildings, or overhangs shall be permitted beyond the building setback line or within the Sensitive Area Tracts or Tracts. Unless the Association obtains the approval of King County, neither the construction of fencing nor the clearing or removal of trees or vegetation shall be permitted within the areas of the Sensitive Area Tracts or Tracts. Dead trees or vegetation growing within the Sensitive Area Tracts or Tracts which present a threat to life and property due to decay or other natural causes may be removed upon obtaining the approval of the Association and King County. In the event of any conflict between this Section and the terms of Article VI, Section 5, the terms of this Section shall control

Section 6 Wildlife Habitat Network Management Plan. Sensitive Area Tracts "I", "J", "K", "N", "O", "P" and "Q" located within the Plat are subject to the Wildlife Habitat Network Management Plan, attached as Exhibit "C." The King County approved plan provides guidelines and ongoing restrictions to preserve and protect the wildlife habitats located within the Plat

Section 7 Management Each Owner expressly covenants that the Board and the Declarant, during the Development Period, and the Board, after the Development Period, may delegate all or any portion of their management authority to a managing agent, manager or officer of the Association and may enter into such management contracts or other service contracts to provide for maintenance of Common Areas and Common Maintenance Areas and any portion thereof. Any management agreement or employment agreement for the maintenance or management be terminable by the Association without cause upon 90 days' written notice thereof, the term of any such agreement shall not exceed three (3) years, renewable by agreement of the parties for successive periods of up to three (3) years each. Each Owner is bound to observe the terms and conditions of any such management agreement or employment contract, all of which shall be made available for inspection by any Owner on request Any fees or salaries applicable to any such management, employment or service agreement shall be assessed to each Owner

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ARTICLE VIII

ASSESSMENTS

Section 1 Each Owner of any Lot, by acceptance of a deed therefor, whether it shall be so expressed in each deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, (2) special assessments for capital improvements, and (3) any assessments made by the Declarant pursuant to this Declaration. If the Owner fails to timely pay any assessments within thirty (30) days of the date specified by the Association or Declarant (during the Development Period), the annual and special assessments, together with any interest, costs and any reasonable attorneys' fees incurred to collect such assessments, shall be a lien on the land comprising the Lot, and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with any interest, costs and reasonable attorneys' fees incurred in attempting to collect the assessment, shall also be the personal obligation of the person who is the Owner of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall continue even if the Owner subsequently transfers legal or equitable title to the Lot, however, the personal obligation for delinquent assessments shall not pass to the delinquent Owner's successors in ownership of the Lot unless expressly assumed by the successor(s). The Association shall record such liens in the Office of the King County Auditor.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to (a) promote the recreation, health, safety and welfare of the residents of the Properties, and (b) for the improvements and maintenance of the Common Areas and Common Maintenance Areas as provided in Article VI.

Section 3. Annual Assessment. Until January 2000, the annual assessment shall be $325.00 per Lots in THE RESERVES. The annual assessment for all remaining Lots in Renaissance Ridge shall be $200.00 per lot. The annual assessment shall be used by Declarant during the Development Period, and by the Association after the Development Period, for maintenance, repair, and other purposes permitted by this Declaration.

Annual assessments for THE RESERVES lots are assessed at a higher rate than other lots in Renaissance Ridge for the purpose of maintenance of separate monumentation and common area landscaping.

The annual assessment may be increased after the December 31, 1999 during the Development Period to reflect increased (1) maintenance costs, (2) repair costs, or (3) plat management costs. All increases during the Development Period must directly reflect increases in the above recited costs. During the Development Period, Declarant shall have the authority to reduce the annual assessments if economic data supports such a reduction because of reduced maintenance costs or other anticipated Association expenses.

(a) After the Development Period expires, the maximum annual assessment may not be increased each year more than 10 percent (10%) above the maximum assessment for the previous year without a vote of the membership pursuant to Section 3(b) of Article VIII of this Declaration.

(b) After the Development Period expires, the maximum annual assessment may be increased by more than 10 percent (10%) (over the previous year's maximum annual assessment) only if two-thirds (2/3) of the members of the Association, who are voting in person or by proxy at a meeting duly called for this purpose, consent to such an increase.

(c) After the Development Period expires, the Board of Directors shall fix the annual assessment in accordance with the above-recited standards.

Section 4. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association (or during the Development Period, the Polygon Northwest Company) may levy, in any assessment year, a common assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Maintenance Areas not prohibited by this Declaration, including fixtures and personal property related thereto, provided that any such assessment for those capital improvements or repairs exceeding $5,000.00 shall have the assent of two-thirds (2/3) of the members of the Association who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of the place, day, hour and purpose of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 of this Article shall be sent to all members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting. At the first meeting called, the presence of 60 percent (60%) of the members of the Association or of proxies entitled to cast 60 percent (60%) of the votes of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement; the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. In the event that a quorum is still not achieved at the second meeting, then Polygon Northwest Company, during the Development Period, shall have the sole and exclusive authority to initiate a special assessment and carry out capital improvements more fully described in Section 4 herein without first obtaining the approval of the required number of members of the Association as further defined in Sections 4 and 5 herein.

Section 6. Uniform Rate of Assessment. Both annual and special assessments arising under Article VIII, Sections 3, 4, and 11, must be fixed at a uniform rate for all Lots, provided, however, that, as stated in Article VIII,

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Section 10, any unimproved Lot owned by the Declarant shall not be subject to any assessments or charges described in this Declaration. Assessments shall be collected on a monthly, bimonthly, quarterly, or annual basis as determined by Polygon Northwest Company during the Development Period, or by the Association for periods after the Development Period.

Section 7 Date of Commencement of Annual Assessment; Due Dates. The annual assessments described in this Article shall commence during the first calendar month following recording of the plat of Renaissance Division I, or any division thereof. If the plat is recorded in divisions, then the annual assessment shall only apply to those Lots recorded within each division based on the date each division is recorded. The first annual assessment for each Lot Owner shall be adjusted according to the number of months remaining in the calendar year calculated from the date of recording of the division in which the Lot is located. After the Development Period expires, the Board of Directors shall fix the annual assessment. Written notice of the annual assessment shall be sent to every Owner subject to such assessments. The due date shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Non-Payment of Assessments, Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12 percent (12%) per annum. Each Owner hereby expressly vests in the Declarant during the Development Period, or the Association after the Development Period, or their agents the rights and powers to bring all actions against such Owner personally for the collection of such assessments as debts and to enforce lien rights of the Association by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in like manner as a mortgage of real property. Such Owner hereby expressly grants to the Declarant or to the Association, as applicable, the power of sale in connection with such liens. The liens provided for in this Section shall be in favor of the Association and shall be for the benefit of the Association. The Association shall have the power to bid in an interest at foreclosure sale and to acquire, hold, lease, mortgage and convey the same. The Owner is responsible for payment of all attorneys' fees incurred in collecting past due assessments or enforcing the terms of assessment liens (see Article XVI, Section 5). No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Areas, Common Maintenance Areas or abandonment of his Lot.

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The Association shall have the right to suspend the voting rights and enjoyment of Common Areas (see Article VI, Section 1[b]) of an Owner for any period during which any assessment against the Lot remains unpaid and for a period not to exceed sixty (60) days per infraction for any infraction of the terms of either this Declaration, the Articles or the Bylaws of the Association.

Section 9. Subordination of the Lien to Mortgage. The lien for assessments, provided for in this Article, shall be subordinate to the lien of any first mortgage or first deed of trust ("first mortgage"). Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure, or any proceeding in lieu thereof, or the first mortgage holder's acceptance of a deed in lieu of foreclosure, shall extinguish the lien created pursuant to this Article as to payments which become due prior to such sale or transfer. No sale or transfer, however, shall (a) relieve such Lot Owner or Lot from liability for any assessments thereafter becoming due nor from the lien thereof, nor (b) shall relieve the delinquent Owner from personal liability for the amount of the payments which become due prior to such sale or transfer, and for costs and attorney's fees.

Section 10 Exempt Property. All property dedicated to and accepted by local public shall be exempt from the assessments provided for in this Article. Property and Lots within Renaissance Ridge owned by Declarant, and all Common Areas, shall be exempt from any and all assessments provided for in this Declaration. This Section shall apply notwithstanding any other provision to the contrary in this Declaration.

Section 11 Management by Polygon Northwest Company During the Development Period. Polygon Northwest Company, at its option, shall have and may exercise all of the rights and powers herein given to the Association. Such rights and powers are granted to Polygon Northwest Company by the Declarant, its successors and assigns as provided in Article III. Polygon Northwest Company shall have the right and option to assess Owners for actual costs of maintaining Common Areas, Common Maintenance Areas, and rights-of-way, and to assess a Plat management fee during the Development Period as set forth in Article VIII, Section 3.

ARTICLE IX

MAINTENANCE OF LOTS

Section 1. Exterior Maintenance by Owner. Each Lot and Residence shall be maintained by the Owner in a neat, clean and slightly condition at all times and shall be kept free of accumulations of litter, junk, containers, equipment, building materials, and other debris. All landscaping areas, including landscaping extending into the county right-of-way, shall be regularly maintained and trimmed to present a clean, neat, and well-maintained appearance. Lawns shall be mowed at a minimum of bi-monthly during the growing season and be watered and fertilized to maintain a green and healthy appearance. Lawn watering may be reduced during periods of drought, if officially mandated. All refuse shall be kept in sanitary containers sealed from the view of any Lot; the containers shall regularly be emptied and the contents disposed of off the Properties. No grass cuttings, leaves, limbs, branches, and other debris from vegetation shall be dumped or allowed to accumulate on any part of the Properties, except that a regularly tended compost device shall not be prohibited. No storage of goods, vehicles, boats, trailers, trucks, campers, recreational vehicles, or other equipment or device shall be permitted in open view from any Lot or right-of-way. (Vehicles, boats, trailers, trucks, campers, and recreational vehicles shall be referred to as "Vehicles".) This provision shall not exclude temporary (less than 24 hours) parking of Vehicles on the designated driveway areas adjacent to garages on the Lots. This paragraph is not meant to disallow permanent (more than 24 hours) parking or storage of Vehicles on the Lots, but if stored, Vehicles shall be adequately screened from the view of adjacent rights-of-way and Lots. Screening of such Vehicles must have the approval of the Committee. Upon 48 hours' notice to the Owner of an improperly parked Vehicle, the Board has the authority to have towed, at the Owner's expense, any Vehicles still visible from the right-of-way or adjacent Residences that have been parked on any Lot or within the right-of-way for more than 24 hours.

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Notwithstanding the foregoing, Owners who have visiting guests intending to stay in such a Vehicle may secure written permission from the Board for such guests to park the Vehicle upon the Lot owned by the Owner for a maximum period of one (1) week. Such a privilege shall only exist, however, after the written permission has been obtained from the Board.

Section 2 Easements for Enforcement Purposes. Owners hereby grant to the Association an express easement for the purposes of going upon the Lots of Owners for the purpose of removing Vehicles or other similar objects which are parked or stored in violation of the terms of this Declaration, or to perform any other maintenance or repair deemed necessary by the Board pursuant to this Article IX, or any other section in the Declaration.

Section 3 Lot Maintenance by the Association. In the event that an Owner shall fail to maintain the exterior of his premises and the improvements situated thereon in a manner consistent with maintenance standards of the Renaissance Ridge community, including maintenance of landscaping required in the adjacent right-of-way as set forth in Article XII, Section 12, the Board shall, upon receipt of written complaint of any Owner and the subsequent investigation which verifies that complaint, have the right through its agents and employees to enter upon the offending Owner's Lot and repair, maintain and restore the Lot and exterior of the improvements on that Lot if the Owner shall fail to respond in a manner satisfactory to the Board within forty-five (45) days after mailing of adequate notice by certified mail to the last known address of the Owner. The cost of such repair, maintenance or restoration shall be assessed against the Lot, and the Board shall have the right to cause to be recorded a notice of lien for labor and materials furnished, which lien may be enforced in the manner provided by law for enforcement

of labor liens and materialities liens. In the event that the estimated cost of such repair should exceed one-half of one percent (0.50%) of the County Tax Assessor's assessed value of the Lot and improvements on the Lot, the Board shallbe required to have the assent of two thirds (2/3) of the Members before undertaking such repairs.

Section 4. Enforcement for Noncompliance With This Declaration. In the event that an owner shall fail to comply with any section or provision of the Declaration, and any Amendments thereto, the Board may undertake to enforce compliance through the provisions of Section 3 herein, as well as Article XVI, Section 4 of the Declaration, or any other authority granted to the Board through this Declaration. If such noncompliance occurs prior to occupancyof any structure on said owner's lot, the Board shall also have the right to place a "stop work" order on said construction which may also be enforced by the local building official at the request of the Board. Any owner subject to such noncompliance does hereby agree not to oppose such stop work order, with the understanding that construction may not commence until compliance with the provisions of this Declaration is assured.

Section 5 Enforcement During the Development Period. During the Development Period, the Declarant may elect to exercise and perform the functions of the Board. If the Declarant elects not to perform this function or at any time elects to no longer perform this function, the Declarant shall appoint the Temporary Board to function as provided herein

ARTICLE X

HOMEOWNER'S ASSOCIATION

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Section 1 Non-Profit Corporation. The Association shall be a non-profit corporation under the laws of the State of Washington

Section 2 Membership. Every person or entity (including Declarant) who is an owner of any Lot shall become a member of the Association Membership shall be appurtenant to the Lot and may not be separated from the ownership of any Lot and shall not be assigned or conveyed in any way except upon the transfer of title to, or a real estate contract vendee's interest in, said Lot and then only to the transferee of either the title to the Lot or the vendee's interest in the Lot All owners shall have the rights and duties specified in this Declaration, the Articles and the Bylawsof the Association

Section 3 Voting Rights The Association shall have two (2) classes of voting membership:

Class A Class A members shall be all owners with the exceptions of (i) the Declarant while the Declarant is a Class B member, and (ii) the Owners of Lots described as exempt in the Declaration. Class A members shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any Lot, allsuch persons shall be members The vote for such Lot shall be exercised as they by majority determine, but in no event shall more than one (1) vote be cast with respect to any Lot, nor shall any vote be divided. When more than one person holds an interest in any Lot, all such persons shall unanimously designate (in writing delivered to the secretary of the Association) one of the persons (owning an interest in the Lot) to vote (in person or by proxy) the vote for such Lot

Class B Class B member(s) shall be the Declarant (as defined in this Declaration), and shall be entitles to the three (3) votes for each Lot owned The Class B membership shall cease and be converted to Class A membership on January 1, 2003 The Declarant shall become a Class A member as to any Lots owned by the Declarant on January 1, 2003

The voting rights of any Owner may be suspended as provided for either in this Declaration, or in the Articles, orin the Bylaws of the Association The Declarant, during the Development Period, or the Association, after the Development period, shall have the right to suspend the voting rights of a member for (i) any period during

which any assessment, or any other charge (as defined in Article XVI, Section 6), against the Lot remains unpaid, and (ii) for a period of not to exceed sixty (60) days each for any (and for each separate) infraction of the terms of this Declaration, the Articles or the Bylaws of the Association

Section 4. Meetings. Meetings shall be conducted in accord with the specifications set forth in the Bylaws of Renaissance Ridge Homeowners' Association.

ARTICLE XI

MANAGEMENT BY BOARD

Section 1 Expiration of the Development Period. Upon expiration of the Declarant's' management authority under Article III, all administrative power and authority shall vest in a Board of three directors who need not be members of the Association The Association, by amendment of the Bylaws, may increase the number of directors All Board positions shall be open for election at the first annual meeting after termination of the Development Period under Article III.

Section 2 Terms. The terms which the Board members will serve are defined in the Bylaws.

Section 3. Powers of the Board. All powers of the Board must be exercised in accord with the specifications which are set forth in the Bylaws The Board, for the benefit of all the Properties and the Lot Owners, shall enforce the provisions of this Declaration and the Bylaws. In addition to the duties and powers imposed by the Bylaws and any resolution of the Association that may be hereafter adopted, the Board shall have the power and be responsible for the following, in way of explanation but not limitation:

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(a) Insurance Obtain policies of insurance for Common Areas and Common Maintenance Areas.

(b) Legal and Accounting Services. Obtain legal and accounting services if necessary to the administration of Association affairs, administration of the Common Areas and Common Maintenance Areas, or the enforcement of this Declaration.

(c) Maintenance Pay from Association funds, all costs of maintaining the Common Area and Common Maintenance Areas

(d) Maintenance of Lots Subject to the requirements of Article IX, Section 3, maintain any Lot if such maintenance is reasonably necessary in the judgment of the Board to (1) protect Common Maintenance Areas, or to (2) to preserve the appearance and value of the Properties or Lot The Board may authorize such maintenance activities if the Owner or Owners of the Lot have failed or refused to perform maintenance within a reasonable time after written notice of the necessity of such maintenance has been delivered by the Board to the Owner or Owners of such Lot, provided that the Board shall levy a special assessment against the Owner or Owners of such Lot and the Lot for the cost of such maintenance

(e) Discharge of Liens. The Board may also pay any amount necessary to discharge any lien or encumbrance levied against the entire Properties or any part thereof which is claimed or may, in the opinion of the Board, constitute a lien against the Properties rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such liens, they shall be jointly and severally liable for the entire cost of discharging the lien(s) and all of any cost or expenses, including reasonable attorneys' fees and costs of title search incurred by the Board by reason of such lien or liens. Such fees and costs shall be assessed against the Owner or Owners and the Lot(s) responsible to the extent of their responsibility.

(f) Utilities Pay all utility charges attributable to Common Areas and Common Maintenance Areas, and street lights, if necessary

g) Security Pay all costs deemed appropriate by the Board to ensure adequate security for the Lots and Common Areas and Common Maintenance Areas constituting the residential community created on the Properties

(i) Improvement of Common Areas and Common Maintenance Areas. Improve the Common Areas and Common Maintenance Areas with capital improvements to such Common Areas and Common Maintenance Areas, provided that for those capital improvements exceeding $5,000 00 addition of such capital improvements to the Common Areas and Common Maintenance Areas must be approved by two-thirds (2/3) of the members of the Association who are voting in person or by proxy at a meeting duly called for this purpose (subject to notice and quorum requirements as set forth in Article VIII Section 5 herein).

(j) Right of Entry. Enter any Lot or Residence, when reasonably necessary, in the event of emergencies or in connection with any maintenance, landscaping or construction for which the Board is responsible. Except in cases of emergencies, the Board, its agents or employees shall attempt to give notice to the Owner or occupant of any Lot or Residence 24 hours prior to such entry. Such entry must be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board, at the Association's expense, if the entry was due to an emergency (unless the emergency was caused by the Owner of the Lot entered, in which case the cost shall be specially assessed to the Lot and against the Owner of the Lot). If the repairs or maintenance activities were necessitated by the Owner's neglect of the Lot, the cost of such repair or maintenance activity shall be specially assessed to that Lot and against the Owner of that Lot. If the emergency or the need for maintenance or repair was caused by another Owner of another Lot, the cost thereof shall be specially assessed against the Owner of the other Lot and against the other Lot

(k) Promulgation of Rules. Adopt and publish any rules and regulations governing the members and their guests and establish penalties for any infraction thereof.

(l) Declaration of Vacancies Declare the office of a member of the Board to be vacant in the event that a member of the Board is absent from three(3) consecutive regular meetings of the Board.

(m) Employment of Manager Employ a manager, as independent contractor, or such other employees as the Board deems necessary and describe the duties of such employees

(n) Payment for Goods and Services. Pay for all goods and services required for the proper functioning of the Common Areas and Common Maintenance Areas.

(o) Impose Assessments Impose annual and special assessments.

(p) Bank Account Open a bank account on behalf of the Association and designate the signatories required

(q) Exercise of Powers, Duties and Authority. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions by the Bylaws, Articles of Incorporation, or this Declaration. The Board shall have all powers and authority permitted to it under this Declaration and the Bylaws. However, nothing herein contained shall be construed to give the Board authority to conduct a business for profit on behalf of all the Owners or any of them.

Section 4 This Article XI is subject to the provisions of Article III.

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ARTICLE XII

LAND USE RESTRICTIONS

Section 1. All Lots within the Properties shall be used solely for private single-family residential purposes. Notwithstanding the foregoing, the Board may approve certain home business operations which are permitted uses within the zoning classification within which the property lies. The Board shall have sole discretion in approving these uses and may promulgate rules which the business owner must comply with in order to operate within the plat of Renaissance Division I. Private single-family residences shall consist of no less than one (1) Lot, and no Lot shall ever be further subdivided. No Residence shall be constructed which exceeds the allowable height set forth in the King County Zoning Code. Each Residence must have a private enclosed car shelter for not less than two (2) cars. No single structure shall be altered to provide residence for more than one (1) family.

Minimum area requirements for dwelling sized will be applicable for all construction in Renaissance Ridge. Separate dwelling size limitations shall be applicable to THE RESERVES. Every dwelling constructed on a Lot in Renaissance Ridge shall meet or exceed the minimum area limitations set forth below:

	THE RESERVES	All other lots in Renaissance Ridge
Rambler Style Residence	2,800 square feet	1,300 square feet
Multi-story Residence	2,800 square feet	1,300 square feet

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Quantifying Notes

1 A basement in a rambler-style house will not qualify as a multi-story residence

2 Daylight basements for rambler-style houses will not qualify as multi-story residences.

3 Tri-level residences shall meet the minimum total square footage requirement for multi-story residences

4 In computing the total square footage of a residence, finished basements shall be included. Garages or enclosed decks shall not be included in computing square footages.

Section 2. No Lot shall be used in a fashion which unreasonably interferes with any other Owner's right to use and enjoy the other Owner's Lots. The Board, the Committee designated by it, or the Declarant during the Development Period, shall determine whether any given use of a Lot unreasonably interferes with those rights; such determinations shall be conclusive.

Section 3.

(a) No noxious or offensive activity shall be conducted on any Lot, nor shall anything be done or maintained on the Properties which may become an activity or condition which unreasonably interferes with the rights this Declaration gives other Owners to use and enjoy any part of the Properties. No activity or condition shall be conducted or maintained on any part of the Properties which detracts from the value of the Properties as a residential community. No untidy or unsightly condition shall be maintained on any property. Untidy conditions shall include, but are not limited to, publicly visible storage of wood, boats, trailers, mobile homes, recreational vehicles, disabled vehicles of any kind whatsoever, and landscaping which is not properly maintained.

(b) Notwithstanding anything in Section 3(a) of this Article XII to the contrary, during the Development Period the Declarant may permit trailers ("temporary trailers") to be placed upon Owner's Lots to facilitate the sale of the Lots and the construction of residences (and residence-associated improvements) upon the Lots. All such temporary trailers shall be placed only upon either (A) a Lot being sold by the Lot's Owner, or (B) the Lot upon which a residence is being constructed by the Lot's Owner. No such temporary trailers shall be placed, without Declarant's permission, on any other portion of the property described on the attached Exhibit "A" and the adjacent rights-of-way. The Declarant specifically, in the Declarant's sole discretion, may (i) completely deny an Owner permission to place a temporary trailer on the Owner's Lot,(ii) require any temporary trailer placed upon the Lot to be placed in such a location as to minimize view from public rights-of-way or from residences on other Lots, or (iii) impose landscaping requirements which the Declarant, in the Declarant's sole discretion, may require to improve the appearance of the temporary trailer on the Lot

Section 4. Fences, walls or shrubs are permitted on side and rear property lines, up to within the greater of (i) twenty (20) feet of the front property line, or (ii) the distance between the front Lot line and the adjacent front wall (facade) of the primary Residence, subject to (1) the approval of the Committee and (2) determination whether such fences, walls or shrubs would interfere with utility easements reflected on the face of the Plat and other easements elsewhere recorded. In no event shall any fences be allowed between the front Line and the front wall (facade) of the primary Residence. No barbed wire, chain link, or corrugated fiberglass fences shall be erected on any Lot, except that vinyl coated chain link fencing for sports facility or galvanized or vinyl coated chain link dog kennel enclosures (providing dog kennel is fully screened from view of adjacent lots or public right-of-way) or county owned facilities may be considered for approval by the Committee upon request. All fences, open and solid, are to meet the standards set by the Committee and must be approved by the Committee prior to construction. For corner Lots or panhandle Lots, fencing closer to the front property line than as otherwise allowed in this section may be approved upon review by the Committee Any fencing constructed along any street shall include a landscaped area placed along the perimeter of each fence All fending must be of the style shown on the attached Exhibit "C," and location approved by the Architectural Control Committee.

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Section 5 No mobile or "manufactured" homes, trailers, structures of a temporary character, recreational vehicle, basement, tent, shack, garage, barn, or other out buildings shall be used on any Lot at any time as a Residence, either temporarily or permanently for residential purposes.

Section 6 Mining No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted on or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted on or in any Lot No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot Oil storage for residential heating purposes is permissible if the storage tank is buried, any necessary permits are obtained, and the storage complies with all applicable environmental laws, rules, and regulations.

Section 7 Building Setbacks No structures shall be located within twenty (20) feet of the front line or nearer to the side street line than minimum dwelling setback lines required by applicable public zoning ordinances. For the purpose of this Covenant, eaves, steps, chimneys, and open porches shall not be considered as part of the dwelling, provided, however, that this shall not be considered to permit any portion of a dwelling on a Lot to encroach any required setbacks by local codes, or to encroach upon another Lot or upon any easements indicated on the face of the Plat or as otherwise recorded, or upon the Common Areas or Common Maintenance Areas. In no event shall any structures violate any provisions of any county zoning ordinance, or any specific setbacks as set forth on the recorded plat map, or any setbacks imposed through the establishment of easements for utilities or access Exceptions to Section 7 are allowed providing Architectural Control Committee approval and the approval by the local jurisdiction

Section 8. Signs

(a) No signs, billboards, or other advertising structures or device shall be displayed to the public view on any Lot except one (1) sign not to exceed five (5) square feet in area may be placed on a Lot to offer the property for sale or rent. The sign may also be used by a builder to advertise the property during the construction and sale period. Political yard signs, not more than eight (8) square feet in area, of a temporary nature, will be allowed during campaign periods on Lots. This Section 8(a) (including, but not limited to, the restrictions on the number of signs and the sign size limit) shall not apply to signs approved under Section 8(b) or Article XII by the Declarant during the Development Period.

(b)(1) The Declarant may establish, for the duration of the Development Period, signage guidelines and standards for Lot identification signs, realtor identification signs, "for sale" signs, and other signage that may be placed by parties other than the Declarant on any part of the Lots within Renaissance Ridge, the Common Areas, Common Maintenance Areas, or public rights-of-way. The Declarant may also develop an overall theme for signage within the project, including specific requirements for physical sign installation and size requirements, which theme will then become part of the established guidelines and standards for signage in Renaissance Ridge during the Development Period. In the event such guidelines are established, the Declarant shall make the signage guidelines and standards available upon request to Lot Owners and their representatives, including both builders and real estate agents of Lot Owners.

(b)(2) During the Development Period, the Declarant shall have the sole and exclusive right to approve, in the Declarant's sole discretion, any and all signage installations within any part of the real property encompassed within the plat of Renaissance Division I, including the adjacent rights-of-way. Every Owner of a Lot in Renaissance Ridge, and any builder or real estate agent on behalf of an Owner, shall submit any proposed signs to the Declarant for approval prior to installation of the signs.

Any signs not specifically approved by the Declarant found anywhere within Renaissance Ridge, the Common Area, the Common Maintenance Areas, (or any other portion of the property identified on the attached Exhibit "A"), or on adjacent rights-of-way, may be promptly removed and disposed of by the Declarant. The absolute right of the Declarant to remove unauthorized signs from the Premises specifically includes, but is not limited to, the Declarant's right to remove any and all signs placed by real estate agencies or their representatives, including temporary reader board signs and other signage installations.

No person, including, but not limited to, the person or persons owning any interest in the signs removed, shall be entitled to compensation of any kind for sign(s) removed by Declarant pursuant to this Section.

(b)(3)(i) The Declarant, during the Development Period, may also require that an Owner install a specific Lot identification sign on the Owner's Lot. All such Lot identification signs shall meet any signage guidelines and standards established by Declarant under Section 8(b). The Lot identification signs shall be constructed and installed at the sole expense of Owner. The Lot identification sign shall remain on the premises regardless of any transfer of Lot ownership until such time as the Declarant determines that a Lot identification sign is no longer necessary for marketing purposes.

(ii) Notwithstanding anything in Section 8(b)(3)(i) to the contrary, the Declarant will not require an Owner to install a specific Lot identification sign if both (A) the Owner already resides in a completed residence on the Lot, and (B) the Owner does not intend to sell the Lot within the next two (2) years. Any Owner claiming exemption from the specific Lot identification sign requirement of this Section (b) shall, upon request, furnish to Declarant an affidavit under oath confirming that the Owner intends to reside indefinitely in the completed residence on the Lot and does not intend to sell the Lot within two (2) years from the date of the affidavit.

(iii) If an Owner fails to obtain and install a specific Lot identification sign within fourteen (14) days of written request by Declarant, the Declarant may obtain and install a Lot identification sign for consent. The Owner shall, upon demand, reimburse Declarant for all costs of making and installing the specific Lot identification

sign. Declarant's cost of obtaining and installing the sign shall be a lien upon the Owner's Lot, and a personal obligation of the Owner, and shall be an "other charge" for purposes of Article XVI, Section 6. Interest shall accrue pursuant to Article XVI, Section 6, on any unpaid amounts due Declarant, under this Section, which interest shall accrue from the date ten (10) days after the Owner's receipt of written demand for repayment.

(c) The Board may cause any sign placed on Properties, in violation of this Article XII, Section 8, to be removed and destroyed without compensation of any kind to anyone including, but not limited to, any persons having an ownership interest in the sign. This Section shall not apply to signage placed by Declarant (see Section 8(d) of this Article XII)

(d)(i) Additional signage may be installed by Declarant during the "Development Period" to promote the sale of Lots or houses, and to promote Declarant's project and company. Notwithstanding anything in this Section 8 of Article XII to the contrary, signs placed by the Declarant shall not be subject to any sign restrictions, and specifically shall not be subject to the limitation set forth in Section 8(a) of this Article XII on the number of signs and the size of signs. The Declarant shall not be subject to any guidelines or standards established by Declarant for other parties pursuant to this Section 8(h) of Article XII.

(d)(ii) Under no circumstances shall the Declarant be liable, or be required to pay for all or any part of the construction, installation, or maintenance of any signs which are placed upon Lot not owned by the Declarant. This Section shall apply even if Declarant requires an Owner to place a sign pursuant to this Section 8 of Article XII

Section 9 Animals No animals, except dogs, cats, caged birds, fish tanks, and other small household pets, will be permitted on Lots Dogs shall not be allowed to run at large or to create a disturbance for other Owners in the plat Leashed animals are permitted within rights-of-way when accompanied by their Owners. Efforts shall be made by the person accompanying the animal to exercise "scooping" of animal waste. All pens and enclosures must be approved by the Committee prior to construction and shall be kept clean and odor free at all times If the investigation of the Board indicates that animals are kept in violation of this Section, the Board will give the Owner ten (10) days written notice of the violation Such violation must be remedied by the Owner within ten (10) days Failure to comply with the written notice will result in a fine of $25.00 per day. Any fine imposed by this Section shall be the obligation of the fined Owner and a lien on the Lot of the fined Owner The Association shall be entitled to attorneys' fees and costs for any action taken to collect such fines in accordance with the provisions of Article XVI, Section 5

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Section 10 Driveways All driveways shall be concrete, unless otherwise approved by the Committee.

Section 11 Delegation of Use and Responsibilities. Any Owner may delegate, to members of his family or his tenants, in accordance with the Bylaws of Renaissance Ridge Homeowners' Association, the Owner's right of employment of Common Areas and Common Maintenance Areas. In the event an Owner rents or leases his property, a copy of this Declaration, as well as any rules and regulations that may be adopted by the Association, shall be made available by the Owner to the prospective renter at the time of commitment to the rental agreement Each Owner shall also be responsible for informing guests and service personnel of the contents of this Declaration, as well as any rules and regulations that may be adopted by the Association as they may relate to appropriate community behavior Each Owner personally, and the Owner's Lot, shall be responsible for any damages to any Common Areas and Common Maintenance Area (or any other area maintained by the Association) or to any other Association property, whether real or personal, caused by an Owner's family, guest, tenant, agent, workman, contractor or other licensee or invitee The Association shall impose a lien upon the Owner's Lot for the amount of damages

Section 12 Landscaping Standards. The entire front yard, including up to the edge of the curb or sidewalk in the adjacent right-of-way fronting any Lot within Renaissance Ridge shall be landscaped in accordance with the provisions of this Section 12 The landscaping shall be installed within sixty (60) days of the receipt of a Certificate of Occupancy, or within eight (8) months from the date that construction is initiated, whichever date is earlier. If inclement weather conditions prevent the timely installation of said landscaping improvements, the Lot Owner must

make application to the Committee for an extension of time until weather conditions sufficiently improve. For corner Lots, the "front yard" shall mean the frontage on both streets, such that both street frontages and yards must be landscaped.

"Front yard" shall be defined as the Lot area extending from the front property line back to a line measured parallel with the front property line which would coincide with the front wall of the main dwelling on the Lot, exclusive of any garage projections

The front yard landscaping shall include all of the adjacent public street right-of-way along the Lot frontage out to the edge of the curb or sidewalk in the public street Each Lot Owner shall be responsible for installing and maintaining the landscaping within this adjacent right-of-way.

"Rear yard" shall be defined as the Lot area located within the fence lines of the property.

The rear yard landscaping shall be installed within 120 days of the date of occupancy.

Section 13. Garages. Each Residence shall incorporate a minimum two (2) car garage designed and constructed as an integral part of said Residence.

ARTICLE XIII

BUILDING RESTRICTIONS

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Section 1 Building Materials All homes constructed on each Lot shall be built of new materials, with the exception of "decor" items such as used brick, weathered planking, and similar items. The Committee will determine whether a used material is a "decor" item. In making this determination, the Committee will consider whether the material harmonizes with the aesthetic character of Renaissance Ridge development and whether the material would add to the attractive development of the subdivision. All roofs are to be composition asphalt or fiberglass shingle, cedar shake, shingle, tile, woodruff, or other material acceptable to the Committee. All siding and trim on the fronts of the homes are to be re-sawn wood or equivalent, i.e., "Lap" type siding, on the sides and rear elevations of the homes panelized type siding may be used. Vinyl siding may also be used. In the sole discretion, the Committee shall have final approval of all exterior color selections prior to painting The exterior of all construction on any Lot shall be designed, built, and maintained in such a manner as to blending the natural surroundings and landscaping within Renaissance Ridge Exterior trim, fences, doors, railings, decks, gutters, and the exterior finish of garages and other accessory buildings shall be designed, built, and maintained to be compatible with the exterior of the structure they adjoin

Section 2 Permits No construction or exterior addition or change or alteration of any structure may be started on any portion of the Properties without the Owner first obtaining a building permit and other necessary permits from the proper local governmental authority, and written approval of such permits from the Board, Committee, or the Declarant, as well as plan check approval as set forth in Article XV, Section 8.

Section 3 Codes All construction shall conform to the requirements of the state of Washington's Rules and Regulations for Installing Electric Wires and Equipment, and Uniform Codes (building, mechanical, plumbing), in force at the commencement of the construction, including the latest revisions thereof.

Section 4 Time of Completion The exterior of any structures, including painting or other suitable finish and front yard landscaping, shall be completed within eight (8) months of the beginning of construction so as to present a finished appearance when viewed from any angle. The construction area shall be kept reasonably clean during the construction period.

Section 5. Entry for Inspection. Any agent, officer or member of the Board, Committee, or Declarant may, at any reasonable predetermined hour upon twenty-four (24) hour's notice during construction or exterior remodeling, enter and inspect the structure to determine if there has been compliance with the provisions of this Declaration. The above recited individuals shall not be deemed guilty of trespass for such entry or inspection. There is created an easement over, upon and across the residential Lots for the purpose of making and carrying out such inspections.

Section 6. Contractor. Without the prior approval of the Committee, no home may be constructed on any Lot other than by a contractor licensed as a general contractor under the statutes of the state of Washington.

ARTICLE XIV

UTILITIES

Section 1. Wiring/Power Supply. The wiring (other than interior wiring) for buildings of any kind shall be underground

Section 2 Antennae and Satellite Dish. No radio or television antennae, transmitters or parabolic reflectors (satellite dish antennae) shall be permitted unless approved by the Committee. Any such installations shall be fully screened from public view as a minimum requirement for approval, but such screening shall not guarantee approval by the Committee Any such installations shall not be approved if, in the sole discretion of the Committee, the installation(s) will detract from the appearance of the Lot or Properties.

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ARTICLE XV

ARCHITECTURAL CONTROL

Section 1 Architectural Control Committee ("Committee") So long as the Declarant is either a Class A or Class B voting member of the Association, the Declarant shall act as the Architectural Control Committee ("act as the Committee") created by this Article XV (even if the Development Period has ended) unless the Declarant elects not to act as the Committee If the Declarant is acting as the Committee, the Declarant shall have all authority and perform all functions given to the Committee by these Declarations and applicable law; all references to "Committee" in this Article XV shall apply to the Declarant while acting as the Committee.

If the Declarant is still a voting member of the Association but elects not to act as the Committee, then (i) if the Development Period has not ended, Declarant shall appoint a Committee to function as the Committee and (ii) after the Development Period, the Board shall appoint the Committee. At such time as the Declarant is no longer a voting member of the Association, the Board shall have the authority to appoint the Committee provided for by this Article XV. The Committee, when appointed, shall consist of not less than three (3) and not more than five (5) Members It is not a requirement that Members of the Committee be (1) Owners or (2) Members of the Association

Section 2 Jurisdiction and Purpose The Committee or the Declarant as set forth herein, shall review proposed plans and specifications for Residences, accessory structures, fences, walls, appurtenant recreational facilities (e g , hot tubs, basketball courts, tennis courts, swimming pools, and bath houses), or other exterior structures to be placed upon the Properties. No exterior addition, structural alteration, or exterior structures of any

kind may be made until plans and specifications showing the nature, kind, shape, height, material and location of the proposed structure or alteration have been submitted to and approved, in writing, by the Committee. The Committee shall also review proposals to change the exterior color homes in the Plat. The Committee shall determine whether the exterior design and location of the proposed structure, alteration, or color change harmonizes with the (1) surrounding structures, (2) surrounding natural and built environment, and (3) aesthetic character of other homes in the Plat

Section 3 Membership. Except as provided in Section 1 of this Article XV, the Committee shall be designated by the Board. An election to fill a newly created position on the Committee or a vacancy on the Committee requires the vote of the majority of the entire Board. However, the Board is not obliged to fill a vacancy on the Committee unless the membership of the Committee numbers less than three (3) persons.

Section 4. Designation of a Representative. The Committee may unanimously designate one or more of its members or a third party to act on behalf of the Committee with respect to both ministerial matters and discretionary judgments. The decisions of such individuals are subject to review by the entire Committee at the request of any member of the Committee.

Section 5 Donation of Time No member of the Committee shall be entitled to any compensation for services performed on behalf of the Committee. Committee members shall have no financial liability resulting from Committee actions

Section 6 Address of the Committee. The address of the Committee shall be at the registered office address of the Association.

Section 7 Voting. Committee decisions shall be determined by a majority vote of the members of the Committee

Section 8 Submission of Plans. All plans and specifications required to be submitted to the Committee shall be submitted by mail to the address of the Committee. The written submission shall contain the name and address of the Owner submitting the plans and specifications, identify the Lot involved, and the information contained in Exhibit "B," as generally outlined below:

(a) Plot plan or site plan showing the location of structure upon lot;

(b) Elevation of the structure with reference to the existing and finished lot grades, fence grades and any possible view lines from street or adjacent properties;

(c) The general design (i e draft construction drawings and structural details or information necessary for ACC to determine if design is sound),

(d) The exterior finish materials and colors, including roof materials (color samples should be included with submittal).

(e) Other information which may be required in order to determine whether the structure conforms to the standards articulated in this Declaration and the standards employed by the Committee in evaluating development proposals

Section 9 Plan Check Fee The board may establish reasonable fees for review of applications and require them to be paid prior to review All individuals except the Declarant submitting plans to the Committee shall be obliged to pay a reasonable plan check fee to cover the administrative costs of reviewing such development proposals After the Development Period, the review fees may be changed by vote of a majority of the Board, to cover reasonable review costs

Section 10. Evaluating Development Proposals The Committee shall have the authority to establish aesthetic standards for evaluating development proposals In addition to such standards, in evaluating development proposals, the Committee shall determine whether the external design, color, building materials, appearance, height, configuration, location on the Lot, and the landscaping of the proposed structure (the "design elements") harmonize with (1) the various features of the natural and built environment, (2) the aesthetic character of the other homes in Renaissance Ridge, and (3) any other factors which affect the desirability or suitability of a proposed structure or alteration (collectively the "approval factors"). The Committee shall decline to approve any design in which (1) the design elements fail to harmonize with the approval factors described in the previous sentence or which fail to meet any aesthetic standards promulgated by the Committee, (2) impacts adversely on nearby Properties and Common Areas, or (3) is of a temporary or non-permanent nature. Committee determinations may be amended by majority vote of Committee members.

Section 11. Exclusions So long as the Declarant is either a Class A or Class B voting member of the Association, the Declarant shall have the right to waive the plans and specifications review for builders in Renaissance Ridge Any such waiver shall not exempt said builder from any of the standards or restrictions contained in these declarations

Section 12 Approval Procedures. Within thirty (30) days after the receipt of plans and specifications, the Committee shall approve or disapprove the proposed structure. The Committee may decline to approve plans and specifications which, in its opinion, do not conform to restrictions articulated in this Declaration and criteria (including those in Section 10 of this Article XV) or to its aesthetic standards. The Committee shall indicate its approval or disapproval on one of the copies of the plans and specifications provided by the applicant and shall return the plans and specifications to the address shown on the plans and specifications. The committee shall attempt to respond to all submittals within 30 days of the date received. In any event, the Association shall hold the Committee members (and the Declarant, if acting as the Committee) harmless from any actions taken (or actions not taken) relative to the approval, disapproval, or non-action on any plans submitted for review "Non-action" on the part of the Committee shall not exempt the applicant from any of the provisions of this Declaration or the restrictions articulated herein By purchasing a Lot in Renaissance Ridge, the Owners agree that to the extent permitted by law, the Declarant shall have no liability to the Owners or the Association for any actions taken, or actions not taken, while acting as the Committee

Section 13 Compliance with Codes Environmental Laws

(a) In all cases, ultimate responsibility for satisfying all local building codes and requirements rests with the Owner and contractor employed by the Owner. The Committee has no responsibility for ensuring that plans and specifications which it reviews comply with local building codes and requirements. The owner shall hold the Committee members (and Declarant) harmless in the event that a structure which the Committee (or Declarant) authorizes fails to comply with relevant building and zoning requirements or these covenants and restrictions contained herein No person on the Committee or acting on behalf of the Committee, nor the Declarant acting as the Committee, or anyone acting on behalf of the Declarant, shall be held responsible for any defect in any plans or specifications which are approved by the Committee or Declarant nor shall any member of the Committee or any person acting on behalf of the Committee or Declarant be held responsible for any defect in a structure which was built pursuant to plans and specifications approved by the Committee, or by the Declarant.

(b) Neither the Declarant, the Committee, nor any member of the Committee, nor the Association, nor anyone acting on behalf of the Committee or the Association, shall have any responsibility for compliance by Owner (or any agent, representative, guest, or invitee of Owner) with any environmental laws, regulations, or rules, including, but not limited to, those relating to hazardous waste and placement of underground oil storage tanks.

Section 14 Variations Final Authority of the Committee. The Committee, and the Declarant acting as the Committee, shall have the sole and exclusive authority to approve plans and specifications which do not conform to these restrictions in order to (1) overcome practical difficulties, or (2) prevent undue hardship from being imposed on an owner as a result of applying these restrictions, or (3) allow alternative construction upon specific request by

an owner. However, such variations will only be approved in the event that the variation, in the sole and exclusive discretion of the Committee, or the Declarant acting as the Committee, will not (1) detrimentally impact the overall appearance of the development, (2) impair the attractive development of the subdivision, or (3) adversely affect the character of nearby lots to a significant degree. Granting such a variation shall not constitute a waiver of the restrictions or requirements articulated in this Declaration.

For purposes of approval of architectural design requirements, structure placement, analysis of view restrictions and all other aspects of review authority granted to the Committee and the Declarant through this Declaration, the decision of the Committee and the Declarant shall be final. The Committee shall have the sole and exclusive authority to deny approval for any construction in Renaissance Ridge, so long as it is the decision of the Committee that such construction will be detrimental to the community of Renaissance Ridge and/or the lots immediately adjacent thereto. This shall include the right to deny proposed construction which meets the basic minimum requirements of the Declaration, but is substantially out of character or design with the theme of Renaissance Ridge and/or the majority of construction already approved within the development, or the construction already approved on adjacent or nearby lots.

Section 15 Enforcement. The Association (including the Declarant on behalf of the Association), Board, or any Owner shall have the right to bring suit for judicial enforcement of a determination of the Committee, or, after the Development Period, to seek an order requiring the Committee to exercise its authority, and perform its functions, under this Article XV. In any judicial action to enforce a determination of the Committee, the losing party shall pay the prevailing party's attorneys' fees, expert witness fees, and other costs incurred in connection with such a legal action or appeal (see Article XVI, Section 5). Enforcement by the Association may also include placement of a "stop work" order on any construction that does not comply with the provisions of this Declaration, including, but not limited to, construction that is started by any owner without first complying with the provisions of this Article XV for architectural review. This action may be taken by the Association as deemed necessary in accordance with the provisions of Article IX, Section 4 herein.

Section 16 Committee/Declarant Liability. The Association, and all owners, shall hold the Committee Members and the Declarant, if acting as the Committee, harmless from any actions taken (or actions not taken) under any section of this Declaration, including, but not limited to, actions taken (or not taken) under Articles CIA, XIII and XV of this Declaration. By purchasing a Lot in Renaissance Ridge, the Owners agree that, to the extent permitted by the law, neither the Declarant (nor any officer, director, or representative of Declarant), nor the Committee (nor any member of the Committee) shall have any liability to the Owners or to the Association for any actions taken, or actions not taken, while acting as the Declarant or the Committee under this Declaration. "Non-action" on the part of the Committee or the Declarant shall not exempt the applicant from any of the provisions of this Declaration or restrictions contained in this Declaration.

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ARTICLE XVI

GENERAL PROVISIONS

Section 1 Covenants Running with the Land. These covenants are to run with the land and be binding on all parties and persons claiming under them for a period of thirty (30) years from the date these covenant are recorded, after which time the covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the individuals then owning Lots has been recorded which reflects their intent to amend, or remove the covenants in whole or in part.

Section 2 Amendment. The Covenants, Conditions and Restrictions articulated in this Declaration shall run with the land for a term of thirty (30) years from the date that this Declaration is recorded. After 30 years have expired, the Covenants, Conditions and Restrictions shall be automatically extended in accordance with the provisions set forth in Section 1 of this Article. So long as the Declarant is either a Class A or Class B member of

the Association, this Declaration may be amended only if (a) a Declarant gives the Declarant's express written approval of the amendment in writing, and (b) the Owners of at least 51 percent (51%) of the Lots, including those owned by Declarant, sign an instrument (which may be executed in counterparts) approving the amendment. At such time as the Declarant is no longer a Class A or Class B voting member of the Association, this Declaration may be amended if the Owners of at least 75 percent (75%) of the Lots vote to amend particular provisions of this instrument as then in effect (including any prior amendments). In no event shall any provisions expressly referring to the Declarant be amended at any time without the express written approval of the Declarant or the Declarant's successor in interest (unless the Declarant, or the Declarant's successor in interest, no longer exists). All amendments must be filed with the office of the King County Auditor.

Section 3. Insurance. The Association shall have no obligation to obtain any insurance on the Lots or the structures located on the Lots except as expressly provided herein

Section 4 Enforcement. The Association (including the Declarant on behalf of the Association), the Board, or any Owner shall have the right to enforce, by any legal proceeding, all restrictions, conditions, covenants, restrictions, liens and charges now or hereafter imposed by the provisions of this Declaration (including, but not limited to, Article XV, Section 15).

Section 5 Arbitration As to any matter of disagreement, dispute, claim or controversy between Homeowners, Homeowner(s) and the Association, Homeowners and Declarant, or the Association and Declarant ("party" or "parties"), relating to this Declaration, Covenants, Conditions and Restrictions, or relating to the Property or any portion thereof, any party may demand that such disagreement, dispute, claim or controversy be submitted to arbitration The demand for arbitration shall be in writing, shall be served on the other party, and shall set forth the matter or matters to be arbitrated Any arbitration pursuant to this section shall be in accordance with the Washington Superior Court Mandatory Arbitrations Rules as then in effect, supplemented by the local rules for mandatory arbitration enacted in the county in which the Property is located, provided, the parties hereby waive any monetary limitation otherwise applicable under such rules. All such arbitration proceedings shall take place in King County. Any award rendered shall be final and conclusive upon the parties. The fee to initiate arbitration shall be borne by the party first demanding arbitration, provided, however, that the arbitrator shall award the substantially prevailing party costs and expenses incurred in proceeding with the arbitration, including but not limited to the cost of experts, evidence and legal fees. The arbitrator is authorized to issue pre-award injunction relief where appropriate and to invoke such other sanctions as may be necessary to enforce the arbitrators orders or to compel discovery through depositions or document production.

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Section 6 Liens for Other Charges. This Section shall apply to all fees, charges, penalties, interest, costs, attorneys' fees and other amounts assessed against an Owner or the Owner's Lot (the "other charges") and which are not described in Sections 3 and 4 of Article VIII of this Declaration (the "regular assessments"). Unless otherwise provided in this Declaration, the other charges shall be a personal obligation of the Owner, and also a lien against the Owner's Lot(s) identical to the lien of the regular assessments The liens upon Lots for other charges may be recorded, collected and foreclosed in the same manner as liens for regular assessments, with the costs (including reasonable attorneys' fees) of collection or foreclosure, or both, to be additional "other charges" for which the Owner shall be personally liable and which shall be a lien on the Owner's Lot enforceable as provided in this Section.

Section 7 Interest All assessments, penalties, liens, fines, and other charges (defined in Section 5 of this Article XVI) shall bear interest, if not paid when due, at the rate of 12 percent (12%) per annum until paid in full. The interest shall accrue from the due date

Section 8 Waiver of Opposition to Continued Development of Renaissance Ridge. Each owner of a lot in Renaissance Ridge, their heirs, successors, and assigns, shall consent to the continued development of Renaissance Ridge in accordance with the approved Master Plan on file with King County by Declarant or Declarant's successor. This waiver of opposition shall extend to all construction activity and land use related approvals necessary to accomplish the full development and completion of the Renaissance Ridge community so long as such construction

and development is consistent with requirements of the King County. This section shall also apply to the development of any property incorporated into the Renaissance Ridge Homeowners Association as provided for in Article III, Section 7, articulated in this Declaration.

Section 9. Successors and Assigns. The covenants, restrictions and conditions articulated in this Declaration shall run with the land and shall accordingly be binding on all successors and assigns.

Section 10. Severability The invalidity of any one or more phases, clauses, sentences, paragraphs or sections hereof shall not affect the remaining portions of this Declaration or any part thereof. In the event that one or more of the phrases, clauses, sentences, paragraphs or sections contained herein should be invalid, this Declaration shall be construed as if the invalid phrase, clause, sentence, paragraph or section had not been inserted.

Section 11 Rule Against Perpetuities. In the event any provisions of this Declaration violate the rule against perpetuities, such provision or provisions shall be construed as being void and of no effect as of twenty-one (21) years after the death of the last surviving member of the Temporary Board appointed by the Declarant in the Articles of Incorporation for the Association ("First Temporary Board") of the Association or twenty-one (21) years after the death of the last survivor of all of any of the First Temporary Board member's children and grandchildren who shall be living at the time this instrument is executed, whichever is later. All such provisions shall be given full effect until the particular provisions become void under this Section.

ARTICLE XVII

RESERVES DECLARATION AND ASSOCIATION

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It is anticipated that Reserves Declarant may unilaterally subject The Reserves to a separate and distinct Declaration of Covenants, Conditions and Restrictions. Such Reserves Declaration shall only be applicable to The Reserves, and shall not require the written consent of the owners of any other portions of the properties, or The Board Association herein Reserves Declarant may elect to create a separate Association with respect to The Reserves Such Reserves Declaration may have such provisions as the Reserves Declarant, in its sole discretion, deems necessary or desirable in connection with The Reserves, provided, however, that no such provisions of such Reserves Declaration shall diminish, abrogate or limit in any way the effect of the provisions of this Declaration with respect to any of the properties, including The Reserves

IN WITNESS WHEREOF the undersigned, being the Declarant, have hereunto set their hand and seal this 17th day of May, 1999

RENAISSANCE RIDGE, LLC, a Washington limited liability company
By POLYGON NORTHWEST COMPANY a Washington general partnership
Its Manager
By BRENTVIEW INC a Washington corporation
Its Managing General Partner

By Eric H G Wells
Its Authorized Agent

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Eric H.G. Wells signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Authorized Agent of Brentview, Inc. to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Loralyn R Chisman
Notary Public in and for the State of Washington
residing in Issaquah
My commission expires 3-29-02

LORALYN R. CHISMAN NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 3-29-02

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EXHIBIT "A"

RENAISSANCE DIVISION 1
LEGAL DESCRIPTION

PARCEL A:

THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 3, TOWNSHIP 24 NORTH, RANGE 6 EAST, W M ;

EXCEPT THE NORTH 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NO. 5670143;

AND EXCEPT THAT PORTION OF SAID NORTHEAST ¼ OF THE NORTHWEST ¼ LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE,

BEGINNING AT THE NORHTWEST CORNER OF SAID SECTION 3;
THENCE SOUTH 88 DEGREES 12 MINUTES 20 SECONDS EAST ALONG THE NORTH LINE THEREOF 1829.58 FEET TO THE TRUE POINT OF BEGINNING OF THIS LINE; THENCE SOUTH 00 DEGREES 26 MINUTES 35 SECONDS WEST PARALLEL WITH THE WEST LINE OF SAID SECTION 3 A DISTANCE OF 999.09 FEET TO THE SOUTH LINE OF SAID NORTHEAST ¼ OF THE NORTHWEST ¼ AND THE TERMINUS OF THIS LINE;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

9905190855

PARCEL B.

THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 3, TOWNSHIP 24 NORTH, RANGE 6 EAST, W M ,

EXCEPT THE NORTH 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NO. 5670143.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON

PARCEL C

THAT PORTION OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 3, TOWNSHIP 24 NORTH, RANGE 6 EAST W M , LYING SOUTHERLY OF THE RELOCATED SE 8TH STREET AS SHOWN ON THE PLAT OF BEAVERDAM DIVISION NO 1, AS PER PLAT RECORDED IN VOLUME 178, PAGES 59 THROUGH 69, RECORDS OF KING COUNTY.

EXCEPT THAT PORTION OF SE 8TH STREET LYING WITHIN THE NORTH 30 FEET OF THE NORTHEAST ¼ OF SAID SECTION 3.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

PARCEL D

TRACTS D AND B OF BEAVERDAM DIVISION 1, AS PER PLAT RECORDED IN VOLUME 178 OF PLATS, PAGES 59 THROUGH 69, RECORDS OF KING;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT "B"

RENAISSANCE RIDGE

PRELIMINARY INFORMATION WORKSHEET

BUILDER _____ PLAN NO. _____

LOT NO. _____ PREVIOUSLY REVIEWED FOR LOT NO.

ADDRESS _____

_____

SECTION I - PLOT PLAN AND LANDSCAPING (Please include the following information on the plot plan and fill in blanks where provided.)

A. Plot Plan (Scale : 1" = 20')

1. Location of Structure on Lot (in feet)*

a. Front yard setback _____

b. Side yard setback (Rt.) _____

c Side yard setback (Lt.) _____

d. Rear yard setback _____

2. Exposed aggregate concrete driveway

3. Show all easements affecting lot (per recording plat)

B. Landscaping Plan/Information

1. Show proposed lawn and planter areas.

2. Sod or seeded area to extend to adjacent edge of sidewalk or curb (on corner lots, lawn is to extend to edge of pavement on both adjacent street frontages).

3. Location and proposed type of fencing (if applicable). Fences shall not extend beyond adjacent front elevation of house, unless otherwise approved by the Architectural Control Committee (ACC).

*Note: The King County Zoning Code requires the following minimum setbacks for each building site: front yard - 20 feet; side yards - 5 feet; rear yard - 10 feet; additional setback restrictions may apply. See final plat map for special setback requirements.

SECTION II - RESIDENTIAL PLAN REQUIREMENTS

A. Complete set of building plans, elevations, and specifications, providing the following information, as a minimum:

1. Finished floor areas

-Main Floor _____ s.f.

-Upper Floor _____ s.f.

-Basement _____ s.f.

-Unfinished _____ s.f.

-Garage _____ s.f.

2. Roofing Materials: _____

3. Exterior wall materials/finishes: _____

4. No. of fireplaces and finishes: _____ Main _____

_____ Other _____

5. Area of masonry on facade: _____ s.f.

6. Types of window frames: ___ Wood ___ Extruded Vinyl

___ Extruded aluminum (anodized only)

7. Exterior color scheme (please attach samples or manufacturer name and number)

Main _____

Accent _____

Trim _____

8 Do you propose to install any antennas on exterior structure? (Note: Such structures require special approval from ACC Committee)

No ___ Yes (Please describe) _____

9. Main heating source: ___ Natural Gas

___ Other

_____

10. Proposed start date: _____

Proposed completion date: _____

I, _____, am an authorized representative of owner/contractor for the residence to be constructed on this lot, and certify that the information provided herein is accurate to the best of my knowledge. Any significant deviations from the above will be submitted to the Renaissance Ridge Architectural Control Committee for review and approval.

_____
Signature

_____
Title

_____
Company

Submittal requirements:

1. One complete set of Building Plans
2. One copy of Plot/Landscape Plan
3. One copy of Preliminary Information Sheet
4. Color samples and/or manufacturer name and number

Note: Plans submitted for review must be legible and will not be returned. For plans that have been previously reviewed, please specify plan and lot number, and any modifications being proposed.

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EXHIBIT "C"

King County
Department of Natural Resources
Resource Lands Section
506 Second Avenue, Suite 708
Seattle, WA 98104-2311
Phone (206) 205-0535 FAX 296-0473

April 27, 1998

APPROVAL OF WILDLIFE HABITAT NETWORK MANAGEMENT PLAN
FOR RENAISSANCE - L96P0025

9905190856

The attached wildlife network management plan for the plat of Renaissance is hereby approved. This management plan was prepared pursuant to the Preliminary Plat approval condition number 21e. The clearing restrictions and mitigation proposed in the plan must appear on the final plat and on the engineering plans.

This management plan details mitigation for network encroachments from the entry monumentation and from grading associated with the stormwater detention facility in the northeast corner of the plat.

The network is to be fenced. Informational signage will be provided along the network edges. Enhanced plantings are required in several areas to mitigate for entry monument encroachments. In the area impacted by stormwater detention facility construction an old stump is to be moved intact, a cedar tree is to be topped and turned into a snag, and vegetation outside of the clearing limits is not to be disturbed. Cleared areas are to be fully revegetated. Restrictions to be incorporated into the plat CC&R's are included in the management plan.

There is a construction and inspection schedule included in this plan. Kate Stenberg is to be notified at appropriate inspection points.

If there are any questions regarding this plan, please contact Kate Stenberg at 206-296-7266.

Approved

Date

RENAISSANCE RIDGE
WILDLIFE NETWORK MANAGEMENT PLAN

INTRODUCTION

The Plat for Renaissance Ridge includes substantial protected sensitive areas and wildlife network. The 150' wide wildlife network crosses both entries to the plat. A small area of the designated wildlife network will be encroached for the placement of two entry monuments and associated landscape enhancement. A second encroachment will occur for grading associated with Tract C, a storm water detention facility located outside of the network. King County has approved the proposed encroachment conditioned upon the approval of the Wildlife Network Management Plan. This plan sets forth the limits of disturbance and proposed protection, mitigation, and restrictions.

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HISTORY

The 116 acre site is located on the south side of SE 8th Street in King County. The property is currently undeveloped. The property is currently covered by second growth forest vegetation. Dominant plant species include: douglas fir, big leaf maple, western hemlock, red alder, salmonberry, cascade oregon grape, vine maple and sword fern.

Three basic habitats are located on the site per the Terra & Associates Wildlife and Habitat evaluation. There is the above mentioned second growth forest, forested wetland and grass land. The amount of disturbance and impact for the second two habitat types is minimal and will be mitigated where necessary. However, much of the second growth forest will be cleared for the construction of single family homes.

According to the Terra and Associates report there are no threatened or endangered species within two miles of the site. The report did raise concerns regarding three species: the red-legged frog, pileated woodpecker, and band-tailed pigeon. Red-legged frogs are not threatened in Washington and their habitat will not be significantly impacted by this development. The pileated woodpecker is a candidate for placement on the threatened or endangered species list. The habitat noted for these birds is snags and stumps. The band-tailed pigeon is a priority species because of its status as a game bird. Band-tailed pigeon require mineral springs as part of their habitat which are not present on the site. Also no band-tailed pigeons were spotted on site during several site visits made by Terra & Associates.

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NEW CONSTRUCTION AND DEVELOPMENT

There are 300 lots proposed for this development. Construction on the site will consist of roadways, utilities, parks and homes. Approximately 65% of the site will be cleared and graded for the construction of the new homes. Site work will be performed separately for each Division. Division One is scheduled for 1998. Site construction for Division II will proceed in 1999. Approximately 49 acres will be cleared for Division I. Approximately 29 acres will be cleared for Division II. In total approximately 78 acres will be cleared for construction.

The most substantial habitat loss will be second growth forest. After construction the non-covered disturbed areas will be revegetated with landscaping for home yards and community streetscapes and open space. This landscaping will provide a limited amount of habitat for existing species such as birds and small mammals and we will incorporate native species beneficial to wildlife in our open space plantings where possible. Approximately 7,500 square feet of the wildlife network will be disturbed for the placement of entry monuments and site distance requirements as shown on the final landscape plans approved by King County. Approximately 2000 square feet will be disturbed for the grading of the storm water detention facility in Tract C. This area will be revegetated with trees and shrubs found in Appendix "A" and hydro-seeded upon completion of construction. The wildlife habitat disturbance required for the entry features will be minimized and mitigated as set forth in this plan.

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PRESERVATION AND PROTECTION

Preservation of wildlife habitat will be accomplished by limiting the disturbed area for development. There are several preserved tracts that include forested wetlands, second growth forest and two wildlife networks that will be left natural. The total preserved area is approximately 37 acres. The preserved areas provide favorable habitat with connecting networks with good access to adjacent property. Both north-south and east-west networks have been provided. The pipeline corridor will remain in its current state as a grassland habitat. The gas line right of way will provide an additional north-south corridor for wildlife.

Protection of the non-disturbed areas will be accomplished in several ways. Fencing along wetlands and wildlife networks will be provided as shown in Figure One. Back yards of all lots adjacent to the wildlife network will be fenced with a solid type 5'- 6' fence per Exhibit "A". The wildlife network adjacent to SE 8th St. will be fenced with a combination of a low open fence as shown in Exhibit "B" and our standard 3' split rail fence as shown in Exhibit "C". Fencing will be provided as shown in Exhibit "D" (fencing diagram). Fencing will not cross the gas pipeline Right of Way. This will delineate the preserved area while allowing access for wildlife. No trails will be allowed through designated wildlife networks.

Informational signage will be provided along the wetland and wildlife network adjacent to developed areas at a rate of one sign every 250' lineal feet. Typical signage is shown in Exhibit "E". Two educational signs will be placed in highly visible areas where the wildlife network crosses the entrance to the plat. This signage will notify and educate residents and visitors of the purpose of the and sensitivity of the wildlife network.

Landscaping within the wildlife network will be limited to the species provided in Appendix "A" except within the road R.O.W. and plantings within the entry monument area where ornamental species will be used. Clearing for the entry monument will be completed on a selective basis as directed by the Project Landscape Architect with the intent to minimize clearing and save significant trees where possible. Limits of clearing and proposed planting are shown on the approved landscape plans.

An area of the wildlife network adjacent to Tract C will be encroached to provide for the development of a retention pond and associated facilities. The area will be filled with 2'-3' of soil. Approximately three trees will be removed. These trees will be replaced with five 3' - 4' native conifers. Also approximately twenty-five - two gallon shrubs will be planted in this area. Species acceptable for replanting may be found in Appendix "A" There is one large cedar in the vicinity which should be topped to provide additional wildlife habitat. Jim Barbormas of Urban Forestry Services, Inc. has stated that placing the proposed fill around the tree will likely severely damage the tree. The tree will likely stand on its own for many years after it has stopped living. Mr. Barbormas recommended topping the tree to provide additional habitat as discussed previously in this report and prevent damage to nearby facilities should the tree blow down. This tree shall be flagged prior to clearing in this area.

There is also a large maple in the vicinity that is outside of the limits of clearing that should be flagged and protected as necessary. A certified arborist will be retained at the direction of the owner. In addition there is a largely decomposed cedar stump in the proposed disturbance area that will be relocated outside of the clearing limits. Care will be taken to not disturb the plants currently growing from the top of the stump.

WILDLIFE HABITAT ENHANCEMENT

The preserved habitat will be enhanced by topping trees to create insect, bird and mammal habitat. Species selected for topping will include trees identified as hazardous adjacent to residential development as wells as selected specimens for wildlife enhancement. Typically hazardous trees are Red Alder. Three to four large conifers would be topped at about 60'-70' to provide a variety of habitat. All snags would be left in place to provide additional habitat. A minimum of twenty-five conifers 3'-4' in height would be provided in within Tract F to enhance the existing vegetation. Exhibit "F" shows the approximate location of these plantings. These plantings should be spaced approximately 50" on center - do not plant within 25' of existing conifers. These

plantings would enhance the existing natural forest in the area of the wildlife network which will be impacted by the approved placement of entry monuments.

Also there are approximately 150 small and medium sized shrubs that will be planted adjacent or inside the wildlife network along the roadway frontage and fence lines. These plantings are depicted on the Final Overall Landscape Plan by Weisman Design Group that will be approved by King County.

ONGOING RESTRICTIONS

The plat will be encumbered by covenants running with the land to provide additional ongoing preservation and protection of wildlife habitat. The following restrictions will be incorporated into the CC&R's of the plat:

1. Tree and plant removal within wildlife networks or sensitive areas will be prohibited.
2. Yard waste disposal into any wildlife network, sensitive area or other preserved tract will be prohibited.
3. Information signs and fencing may not be removed and must be maintained at the owners expense.
4. Fencing and signage shall be inspected annually. Missing and damaged items shall be replaced as necessary.
5. Hazardous tree topping and cutting may only occur with the recommendation of a certified arborist and the approval of King County. All stumps, snags and limbs are to be left in place to enhance habitat.

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CONSTRUCTION AND INSPECTION SCHEDULE

The following schedule is tentative and based upon the timely issuance of permit, weather and contractors, ability to complete the necessary work:

1.	April 15	Establish the limits of clearing and grading.
2.	April 20	Install temporary protective fencing along all wildlife network and wetland boundaries adjacent to clearing and grading operations. Install silt fencing as necessary along wetland boundaries. Inspect fencing to ensure proper placement and adequate protection.
3.	May 15	Complete clearing and grubbing operations. Top hazardous trees and create snags. Complete relocation of stump near Tract C. Inspect perimeter fencing and created snags including disturbed area near Tract C. Selectively clear area for entry monument at SE 8th and 240th Avenue per landscape architect. Limits of clearing to be clearly marked in the field.
4.	June 30	Complete onsite earthwork in vicinity of wildlife network and wetland. Begin construction of permanent fencing. Install informational signs. Remove temporary protective fencing only after permanent fencing has been installed in each area.
5.	September 1	Inspect completed permanent fencing.
6.	September 1	Construct entry monument and associated planting. Install educational signs.
7.	October 30	Complete construction of entry monument and areas of interplanting in Tract F. Inspect monument and interplanting areas.

To schedule an inspection as noted in the work outlined above please call Kate Stenberg at 206-296-7266. The construction timing of the entry monument at SE 8th and 242nd Ave. is yet to be determined. Clearing and grading and subsequent construction of Division II is currently scheduled for the spring of 1999. A similar schedule will be established for the fencing (temporary and permanent) and signage for this area.

Appendix A

Plant List for Wildlife Enhancement and Planting at Renaissance Ridge

Deciduous Trees

Acer circinatum	Vine Maple
Acer macrophylhm	Big Leaf Maple
Alnus rubra	Red Alder
Populus trichocarpa	Black Cottonwood
Prunus emaginata var. mollis	Bitter Cherry

Evergreen Trees

Picea sitchensis	Sitka Spruce
Pseudotsuga menziesii	Douglas Fir
Thuja plicata	Western Red Cedar
Tsuga heterophylla	Western Hemlock

Shrubs and Understory Plantings

Amerlanchier alnifolia	Serviceberry
Berberis aquifolium	Tall Oregon Grape
Berberis nervosa	Low Oregon Grape
Cornus stolonifera	Red Twig Dogwood
Corylus c. californica	Western Hazelnut
Gaultheria shallon	Salal
Holodiscus discolor	Oceanspray
Lonicera involucrata	Twinberry
Physiocarpus capitatus	Pacific ninebark
Rhamnus purshiana	Cascara
Ribes lacustre	Black Gooseberry
Ribes sanguineum	Red Flowering Currant
Rosa Nootka	Nootka Rose
Rubus parviflorus	Thimbleberry
Rubus spectabilis	Salmonberry
Salix hookeriana	Hookers Willow
Sambucus racemosa	Red Elderberry
Symphoricarpos albus	Snowberry
Vaccinium ovatum	Evergreen Huckleberry

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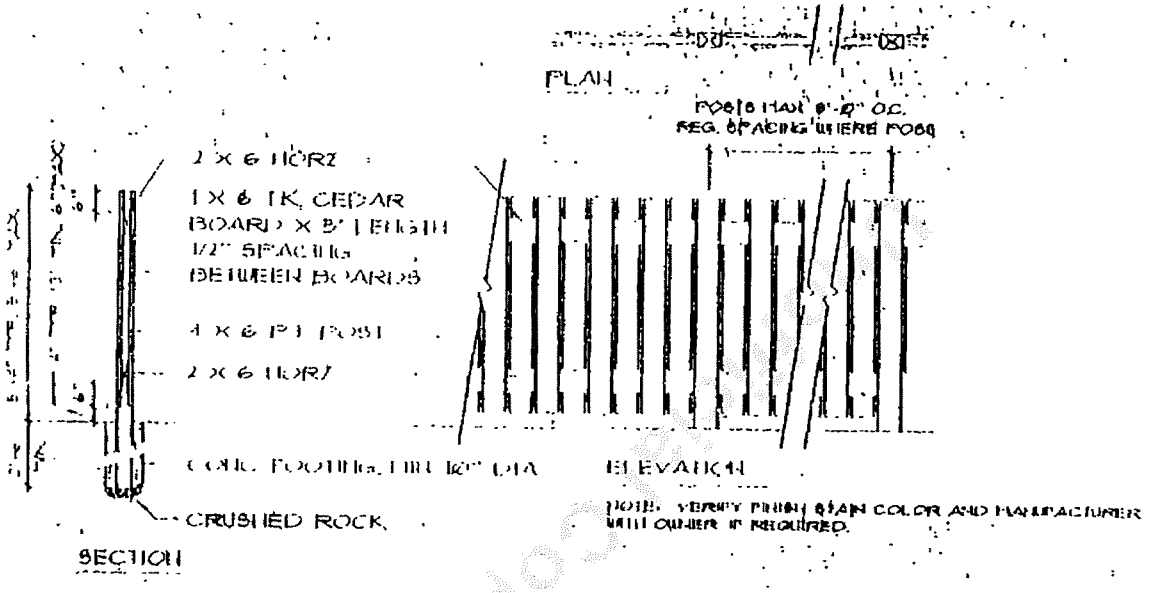

EXHIBIT "A"

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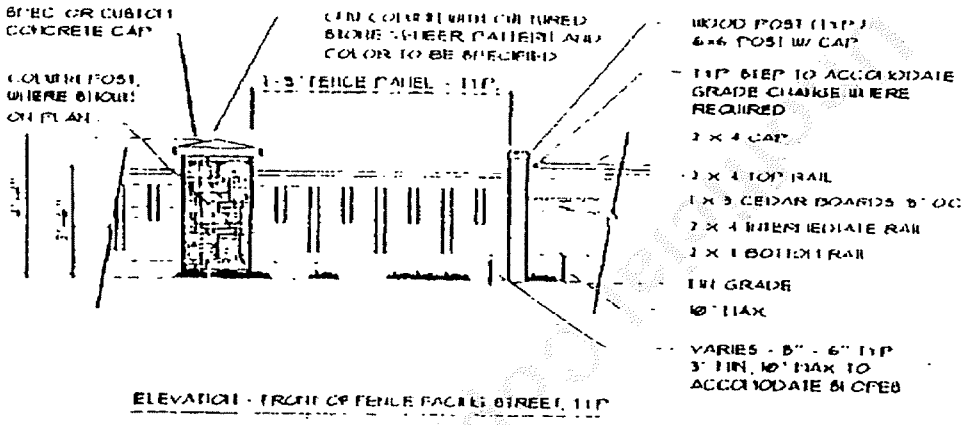
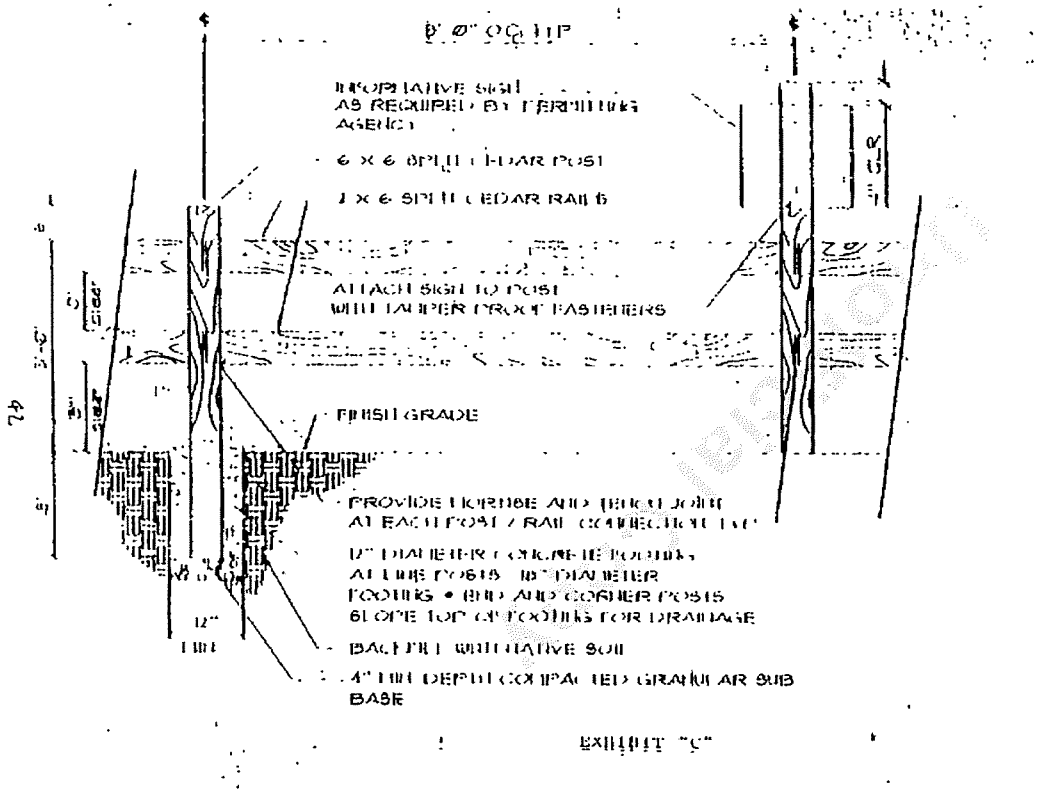


ELEVATION - FRONT OF FENCE FACING STREET, TYP

(1) LOW OPEN FENCE

NOT TO SCALE

EXHIBIT "B"



(15) LOW SPLIT RAIL DOUBLE BOARD FENCE
NTS

EXHIBIT "C"

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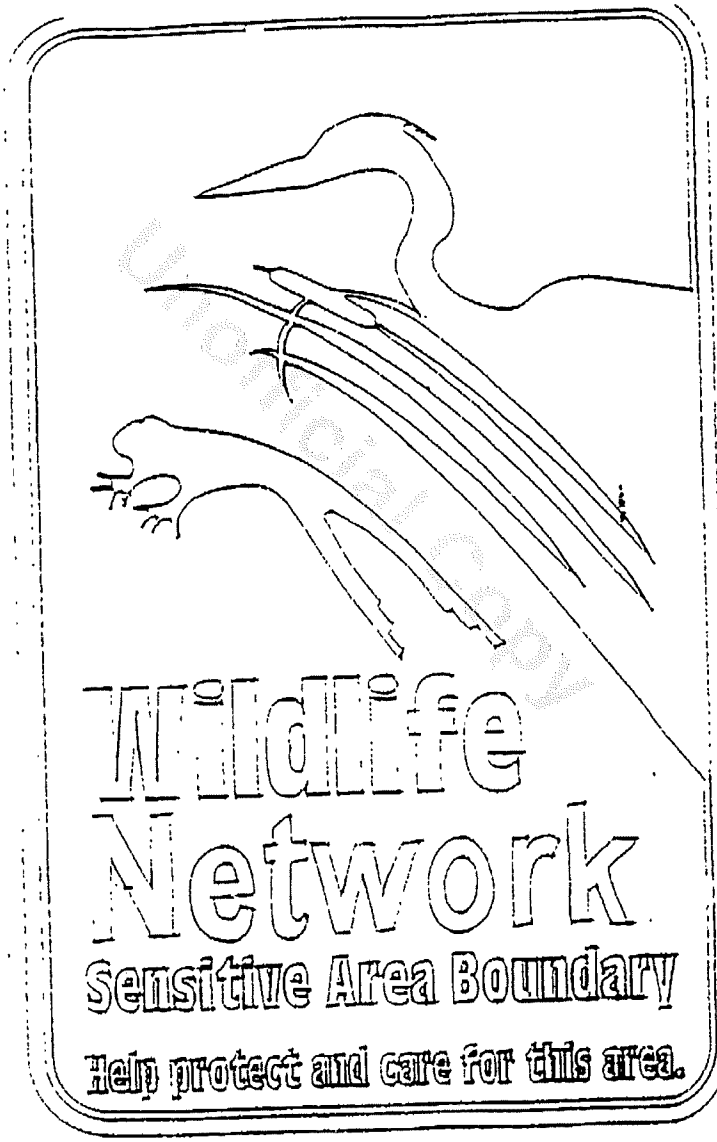

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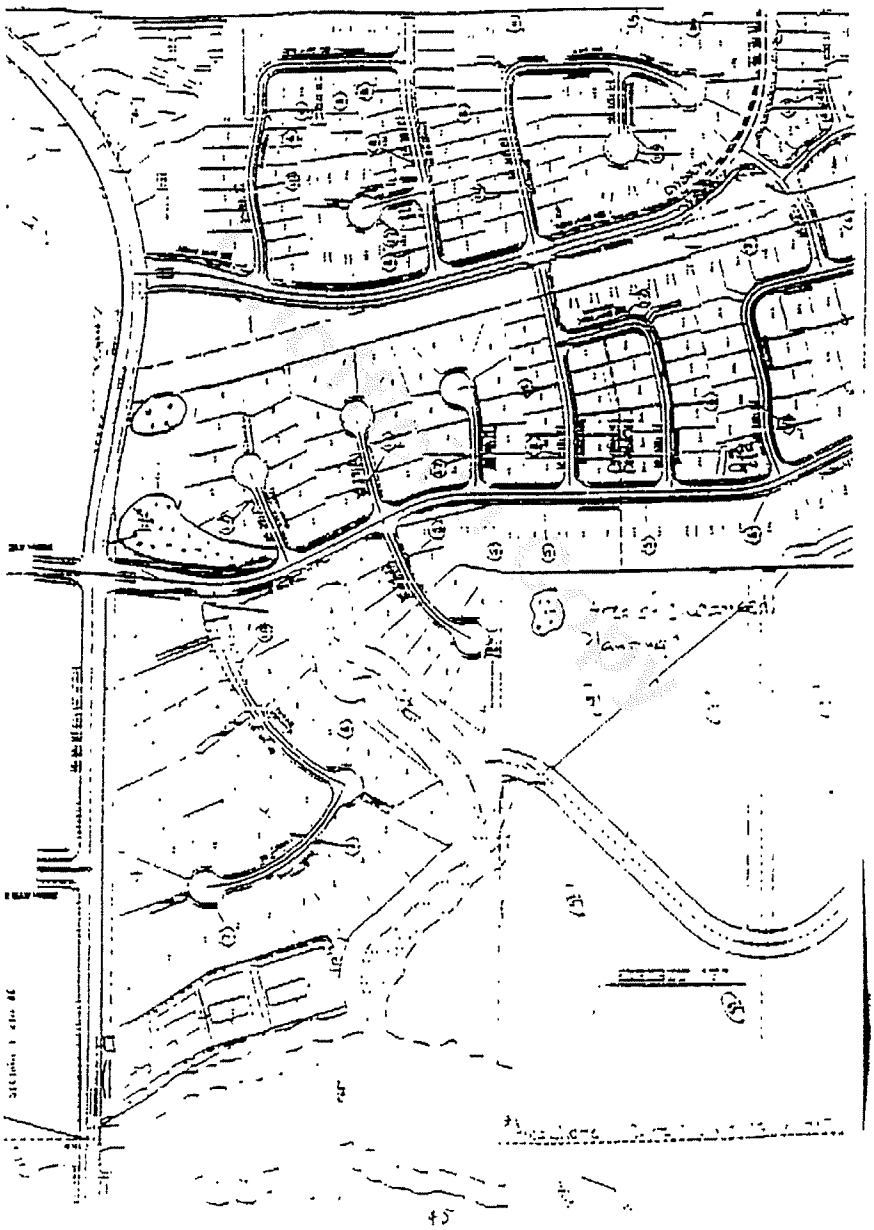

No. 83025-2

IN COURT OF APPEALS,
OF THE STATE OF WASHINGTON
DIVISION I

MIKI M. MULLOR and MICHAEL MULLOR, a marital community,

Appellants,

v.

RENAISSANCE RIDGE HOMEOWNERS' ASSOCIATION, a Washington Non-Profit Corporation; and SURESH ANNAMREDDY and DIVYA KIRON ANNAMREDDY, a marital community,

Respondents.

RESPONDENT RENAISSANCE RIDGE HOMEOWNERS' ASSOCIATION MOTION TO PUBLISH

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1. Identity of Moving Party

The moving party is Renaissance Ridge Homeowners' Association (the Association) one of the defendants below and one of the prevailing respondents on appeal.

2. Statement of Relief Sought

Pursuant to RAP 12.3(e), the Association asks the Court to publish its opinion in this case, because the opinion clarifies the law addressing common provisions found in governing documents for homeowner associations and addresses issues of general application to homeowner associations and members of homeowners associations in the State of Washington.

3. Facts Relevant to Motion

As noted by the court, homeowners living in Renaissance Ridge are all members of the Association and as such, subject to a set of Covenants, Conditions, and Restrictions (CC&Rs). Article XV of these CC&Rs established an Architectural Control Committee (the Committee), appointed by the board of

directors, to review plans and specifications for fences that residents propose to place on their properties.

The Court issued its unpublished opinion in this case on August 1, 2022. In that opinion the Court holds that while certain restrictive language in the CC&Rs could be considered ambiguous, the CC&Rs also bestow sole and exclusive authority on the Committee to consider and grant variances from such restrictions, and such decisions are final. Specifically, the following language in this case:

> The Committee . . . shall have the sole and exclusive authority to approve plans and specifications which do not conform to these restrictions in order to (1) overcome practical difficulties, or (2) prevent undue hardship from being imposed on an owner as a result of applying these restrictions, or (3) allow alternative construction upon specific request by an owner. However, such variations will only be approved in the event that the variation, in the sole and exclusive discretion of the Committee. . . will not (1) detrimentally impact the overall appearance of the development, (2) impair the attractive development of the subdivision, or (3) adversely affect the character of nearby lots to a significant degree. Granting such a variation shall not constitute a waiver of the restrictions or requirements articulated in this Declaration.

> For purposes of approval of architectural design requirements, structure placement, analysis of view restrictions and all other aspects of review authority granted to the Committee and the Declarant through this Declaration, the decision of the Committee and the Declarant shall be final.

(Emphasis added by COA)

The Court further held that the CC&R language grants the Association flexibility in its enforcement choices, and provides the Association with the discretion to choose whether certain situations warrant moving forward with enforcement action. Specifically, the Court held that "[w]hile article XII, section 4 does require Committee approval of plans "prior to construction," article IX, section 4 of the CC&Rs grants the Association flexibility in its enforcement choices.

> In the event that an owner shall fail to comply with any section or provision of the Declaration, and any Amendments thereto, the Board may undertake to enforce compliance through the provisions of Section 3 herein, as well as Article XVI, Section 4 of the Declaration, or any other authority granted to the Board through this Declaration.

(Court of Appeals Emphasis added.)

"In other words, the Association has the discretion to choose whether certain situations warrant moving forward with enforcement action."

The Court's opinion applied the Washington Supreme Court opinion *Bangerter v. Hat Island Cmty. Ass'n*, 199 Wn.2d 183, 188, 504 P.3d 813 (2022), which recently emphasized that homeowner association decision-makers are due significant deference in these situations.

4. *Statement of Grounds for Relief Sought*

The court's decision clarifies the law, per RAP 12.3(e)(4).

The Court's decision also directly and concisely addresses common Condominium CC&R language that is commonly contained in many Condominium CC&Rs in Washington State.

While the Court's conclusions would appear to be well-supported and established as a general matter of contract law, it plainly was not obvious to the Mullors in this case. It is

therefore important that the decision in this case be available as published authority for the proposition that the subject language in the CC&Rs grants the Committee the authority to grant a variance, even retroactively, to an Association member.

Publishing this opinion will provide guidance to other home owners and members of Homeowner Associations in Washington, such as the Annamreddys and the Mullors, who may disagree regarding the interpretation of certain CC&R restrictions, and who may or may not be satisfied with whether their Association has the authority to grant a variance on a particular dispute. This litigation likely would never have begun, if a clear and authoritative decision like this one had been available to guide the parties' conduct.

5. Conclusion

The Court's opinion in this case should be published in the Washington Appellate Reports, thereby permitting Washington courts and litigants to cite the opinion as precedent under the applicable court rules.

Certificate of Compliance: I certify this RESPONDENT RENAISSANCE RIDGE HOMEOWNERS' ASSOCIATION MOTION TO PUBLISH contains 801 words pursuant to the word count calculation requirements of RAP 18.17(b).

Respectfully submitted this 22th day of August, 2022.

WILSON SMITH COCHRAN DICKERSON

By: *s/Sarah L. Eversole*_____

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CERTIFICATE OF SERVICE

The undersigned certifies, under penalty of perjury under the laws of the State of Washington, that on the below date I caused to be filed and served via the secure filing portal of Division One of the Court of Appeals of the State of Washington a true and correct copy of the foregoing RESPONDENT RENAISSANCE RIDGE HOMEOWNERS' ASSOCIATION MOTION TO PUBLISH upon the following:

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SIGNED this 22nd day of August, 2022, at Seattle, Washington.

Mark Gockley

LAW OFFICES OF J. RICHARD ARAMBURU PLLC

October 04, 2022 - 3:31 PM

Transmittal Information

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Appellate Court Case Number:	83025-2
Appellate Court Case Title:	Miki & Michal Mullor, App's v. Renaissance Ridge Homeowners Assoc., Resps

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