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REQUEST OF/RETURN TO:
Tartan Properties, LLC
1030 E. College Way
Mount Vernon, WA 98273


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Skagit County Auditor

**RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
RESERVATIONS AND ROAD MAINTENANCE AGREEMENT FOR SPRING BREEZE**

Referenced Document: 201809050031

Grantor (s): TARTAN PROPERTIES, LLC, a Washington limited liability company
MATTHEW J. O'BRYAN and MEGAN S. O'BRYAN, husband and wife

Grantee (s): TARTAN PROPERTIES, LLC, a Washington limited liability company
MATTHEW J. O'BRYAN and MEGAN S. O'BRYAN, husband and wife
THE PUBLIC

Abbreviated Legal: Lots 1-5, Spring Breeze

Additional Legal on page(s): 1-2

Assessor's Tax Parcel Nos.: P134388 / 6056-000-002-0000; P134389 / 6056-000-003-0000;
P134391 / 6056-000-005-0000; P134390 / 6056-000-004-0000;
P134387 / 6056-000-001-0000

THIS AGREEMENT is made and entered into effective as of the 8th day of April, 2019, by
TARTAN PROPERTIES, LLC, a Washington limited liability company (hereinafter
"Declarant") and MATTHEW J. O'BRYAN and MEGAN S. O'BRYAN, husband and wife,
(hereinafter "Grantor").

WHEREAS, Declarant is the owner of the following described real property located in Skagit
County, Washington:

Lots 1, 2, 3 and 4, "PLAT OF SPRING BREEZE", recorded on September 5, 2018, under
Skagit County Auditor's File No. 201809050030, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

AND WHEREAS, GRANTOR is the owner of the following described real property located in
Skagit County, Washington:

Lot 5, "PLAT OF SPRING BREEZE", recorded on September 5, 2018, under Skagit County Auditor's File No. 201809050030, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

AND WHEREAS, TARTAN PROPERTIES, LLC, a Washington limited liability company, previously executed and recorded a document titled "DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS AND ROAD MAINTENANCE AGREEMENT FOR SPRING BREEZE" on September 5, 2018 under Skagit County Auditor's File Number 201809050031 (hereinafter the "Initial CC&R's");

AND WHEREAS, TARTAN PROPERTIES, LLC, a Washington limited liability company, did not hold title to any of the real property purportedly affected by the Initial CC&R's at the time of recording of the Initial CC&R's;

AND WHEREAS, subsequent to the recording of the Initial CC&R's, title to the real property that is the subject of the CC&R's was conveyed to TARTAN PROPERTIES, LLC, a Washington limited liability company, and to MATTHEW J. O'BRYAN and MEGAN S. O'BRYAN, husband and wife;

AND WHEREAS, TARTAN PROPERTIES, LLC, a Washington limited liability company, and MATTHEW J. O'BRYAN and MEGAN S. O'BRYAN, husband and wife, wish to provide for valid and binding Covenants, Conditions, Restrictions and Reservations and a Road Maintenance Agreement for Lots 1-5, inclusive, of the Plat of Spring Breeze;

AND WHEREAS, TARTAN PROPERTIES, LLC, a Washington limited liability company, and MATTHEW J. O'BRYAN and MEGAN S. O'BRYAN, husband and wife, have agreed to execute and record this Restated Covenants, Conditions, Restrictions and Reservations and Road Maintenance Agreement for Spring Breeze and to make certain modifications to the provisions of the Restated Covenants, Conditions, Restrictions and Reservations and Road Maintenance Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the sufficiency of which consideration is hereby acknowledged, and in consideration of the recitals above, which are hereby incorporated by this reference, the parties hereto agree as follows:

That certain document titled "DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS AND ROAD MAINTENANCE AGREEMENT FOR SPRING BREEZE", dated September 5, 2018 and recorded on September 5, 2018 under Skagit County Auditor's File Number 201809050031 is hereby terminated in its entirety and is without further force or effect.

The parties hereto, hereby restate, execute and make binding, the following Covenants, Conditions,

CC&R's of Spring Breeze

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Restrictions and Reservations and Road Maintenance Agreement for Spring Breeze (hereinafter the "Declaration"), which Declaration shall attach to, affect, run with and otherwise bind Lots 1-5, inclusive of the Plat of Spring Breeze, which is more particularly described in the attached Exhibits A and B, and as:

Lots 1-5, inclusive, "PLAT OF SPRING BREEZE", recorded on September 5, 2018, under Skagit County Auditor's File No. 201809050030, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

The RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS AND ROAD MAINTENANCE AGREEMENT FOR SPRING BREEZE, is adopted as follows:

THIS DECLARATION of Covenants, Conditions, Restrictions and Reservations for Spring Breeze, a Residential Development, situate in Skagit County, Washington (hereinafter referred to as the "Declaration") is made effective as of the 8th day of April, 2019 by TARTAN PROPERTIES, LLC, a Washington limited liability company, (hereinafter referred to as the "Declarant") and MATTHEW J. O'BRYAN and MEGAN S. O'BRYAN, husband and wife, (hereinafter "Grantor"), who declare that the real property hereinafter described is and shall be subject to these covenants, conditions, restrictions and reservations, including five platted Lots and all recorded common areas and easements within the recorded plat.

REFERENCE FACTS

1. **DECLARANT** and Grantor are the owners and holders of all equitable and legal right, title and interest in and to the real property (the "Property") described above and in the attached Exhibits "A" and "B", which are attached and incorporated herein by this reference.

2. **DECLARANT** intends, that each and every Lot be subject to and governed by these Covenants, Conditions, Restrictions and Reservations ("CC&Rs"), which create, provide and establish easements for ingress, egress and utilities, and make reasonable and necessary provisions for the construction, reconstruction, maintenance, and use of roadways and other joint or common use elements for the benefit of all such Lots, subject to the exceptions, terms, conditions, and provisions set forth herein.

NOW, THEREFORE, DECLARANT and Grantor hereby declare that each Lot, as shown on the Plat of Spring Breeze, as recorded in the real property records of Skagit County, shall be held, transferred, sold, conveyed, and occupied by them, and by each of their successors in interest and assigns, subject to the covenants, conditions, restrictions, reservations, easements, liens and charges on, for and concerning such real property as set forth herein. **DECLARANT** and Grantor also declare that the same shall run with the Property and any such Lot or portion thereof, and hereby further establish and declare that the same shall be binding on each and every party having or acquiring any right, title, interest or claim of interest in any such Lot or other portion of

the Property, and that the same shall inure to the benefit of each owner and successive owner of the Property, a Lot, or any portion thereof.

ARTICLE 1 DEFINITIONS

Section 1.1 Words Defined. The following terms shall have the following meanings for all purposes of this Declaration unless and until modified by later amendment adopted as provided herein. The singular definition or form of such words and terms shall include the plural and the plural shall include the singular. Masculine, feminine and neuter pronouns shall be used interchangeably.

1.1.1 **“Association”** shall mean and refer to **SPRING BREEZE OWNERS’ ASSOCIATION** described in this Declaration, and its successors and assigns, comprised of the owners of each of the lots identified in “Exhibit A”, and on the recorded Final Plat Maps of record; or in the case of multiple owners of any such Lot, the one individual or entity designated in writing by such multiple owners to act for and on behalf of all owners of such Lot.

1.1.2 **“Board”** shall mean the Board of Directors of the Association.

1.1.3 **“Common Area”** and **“Common Area Improvements”** and **“Right of Way”** shall mean and refer to the easements as shown in “Exhibit A”, and on the recorded Final Plat Maps of record; including the improvements and facilities thereon if any, conveyed by **DECLARANT** either within this Declaration, within the Plat Maps of record, or by separate instrument as an exclusive easement and right of way to the Plat, for the common use and benefit of the owners of the Lots.

1.1.4 **“Construction”** and **“Constructed”** shall mean any construction, reconstruction, erection or alteration of a Structure or other improvement on a Lot.

1.1.5 **“Declarant”** shall mean Tartan Properties LLC, a Washington limited liability company, which currently has its principal office at 3018 Commercial Avenue Anacortes, Washington 98221.

1.1.6 **“Declaration”** shall mean this Declaration and amendments hereto.

1.1.7 **“Dwelling”** shall mean a single-family residence constructed or proposed to be constructed on a Lot.

1.1.8 **“First Mortgage”** and **“First Mortgagee”** shall mean, respectively, (a) the mortgage or deed of trust on a Lot that has legal priority over all other mortgages and deeds of trust thereon, and (b) the holder of a First Mortgage. For purposes of determining the percentage of Owners and First Mortgagees approving a proposed decision or course of action in cases where a Mortgagee holds First Mortgages on more than one Lot, such Mortgagee shall be deemed a separate

Mortgage for each such Mortgage so held.

1.1.9 **“Lot”** shall mean any one of the numerically designated numbered Lots of the Property shown on the recorded Final Plat Maps of record and shown on exhibits herein, together with the Dwelling, other Structures and Improvements thereon.

1.1.10 **“Mortgage”** shall mean a recorded mortgage or deed of trust that creates a lien against a Lot and shall also mean a real estate contract for the sale of a Lot.

1.1.11 **“Mortgagee”** shall mean the beneficial owner or the designee of the beneficial owner, of an encumbrance on a Lot created by a mortgage or deed of trust and shall also mean the vendor or the designee of a vendor, of a real estate contract for the sale of a Lot.

1.1.12 **“Owner”** shall mean the record owner, whether one or more persons, of fee simple title to a Lot, and any buyer of a Lot under a recorded Real Estate Contract.

1.1.13 **“Person”** shall mean an individual, corporation, partnership, limited liability company, association, trustee of a trust, or other legal entity.

1.1.14 **“Plat”** shall mean the “PLAT OF SPRING BREEZE”, recorded on September 5, 2018, under Skagit County Auditor’s File No. 201809050030.

1.1.15 **“Property”** shall mean the real property described in the legal description attached in “Exhibit B” and shown on the plat maps of record in Skagit County Washington.

1.1.16 **“Structure”** shall mean any building, chimney, tower, fence, flag pole, antenna, solar panel any portion of which is greater than one-half inch in diameter, wall, retaining wall, deck, terrace, patio, swimming pool, driveway, walkway, parking area, or other man made or constructed item of any kind.

1.1.17 **“Transition Date”** is defined in Section 4.10.

ARTICLE 2 COMMON AREAS AND EASEMENTS

Section 2.1 Common Areas. The “Common Areas” shall include the private road as shown in “Exhibit A”, the landscape trees along Bayview Edison Road shown on “Exhibit C”, and all plat required drainage ditches shown in “Exhibits A, B and C”.

Section 2.2 Association to Maintain Common Areas. The Association shall maintain the Common Areas in a professional, regularly periodic, neat, clean, orderly and well-maintained manner. If the Association does not so maintain the Common Areas, the owner of any Lot and/or Skagit County shall have the right to enforce these covenants concerning the obligation of the Association to maintain the Common Areas and the Association shall be liable for all costs of

maintaining the Common Areas, and the costs incurred for enforcement of this obligation.

Section 2.3 Alteration of Common Area. There shall be no alteration or construction upon or removed from the Common Areas except upon the prior written consent of the Board provided, however, that in no event may the Board authorize or make any use of the Common Areas other than for landscaped entry to the Plat and authorized landscape maintenance.

Section 2.5 Easements for Utilities and Drainage. Declarant does hereby establish, create and reserve for the benefit of themselves, the Association and the Owners of the Lots, and their respective heirs and assigns, an easement (the "Utilities and Drainage Easement") for the installation and maintenance of all utilities including, but not limited to, storm sewers and storm drainage systems, electric, natural gas, telephone, water and future sanitary sewer drainage systems, television, security and or telecommunications cable(s) and similar systems, (individually and collectively referred to as "Utilities") under and across the areas designated for "utility easement" shown on the Final Plat maps, and Final Plat Drawings for Spring Breeze subject to and except as follows: all such Utilities and their respective components shall be installed and located entirely underground excepting only electric transformers and risers required by the respective utility provider to be located above ground. No Lot Owner shall allow or permit any Structure, tree, plant or other landscaping or other thing to be located, installed or to grow upon the Utility Easement areas which might in any way damage or interfere with the installation, operation, maintenance, repair, and reconstruction of Utilities, utility systems and components, road, sidewalk or other of the uses and purposes of the Utility Areas. Any benefited Lot Owner and or the Association shall have the right to remove or cause to be removed any such Structure, tree, plant and other landscaping or other thing without liability for any loss of or damage to or destruction of any such item, and such benefited Lot Owner and or the Association may charge and recover from the offending Lot Owner all cost and expense of so doing in enforcing this provision. Each person utilizing the Utility easement areas located on a Lot owned by another person shall, at such person's sole cost and expense, promptly restore such area to a condition as close to its original condition as reasonably practical after making such use provided, however, that such restoration shall not be required for any Structure, tree(s), plant(s), landscaping or other thing not permitted to be constructed or maintained within the Utility easement area. Each Lot Owner shall use and maintain his/her/their Lot subject to the Utility easement in a manner which will not interfere with the operation and maintenance of permitted utilities and systems.

Section 2.6 Common Areas to be Available for Easements. Declarant hereby reserves to Declarant, the right to grant additional easements for utility and drainage purposes over, under, upon and across the Common Areas, and the areas of the utility easement as shown on recorded Plat Maps and Final Plat Map Drawings of Spring Breeze.

Section 2.7 Road maintenance Agreement. Bayside Terrace is a private road serving all Lots of the plat of Spring Breeze, and the responsibility for the repair and maintenance of the road is not the responsibility of any public entity.

Prepayment of maintenance and improvement costs will be made by each Lot Owner to a road maintenance account established and maintained by the Board. The initial road maintenance assessment shall be \$250.00 per Lot, to be paid at the time of closing of the initial Lot purchase, and on the first day of April of each succeeding calendar year. The Board may from time to time adjust the annual per-Lot assessment, or establish a one-time assessment, or both, for the specific purpose of maintaining the road. On or before a date as specified by the Board, each Lot Owner will contribute their share of the road maintenance assessment. The Board shall establish and maintain a bank checking account with a local bank and will prepare and distribute to the Lot Owners an annual income and expense report and a year-end balance sheet, accounting for all funds received and disbursed.

The Roadway shall be maintained as a gravel road (or, if it is paved, as a paved road) sufficient for vehicular traffic, with maintenance to include, without limitation, grading, patching, scraping, ditching, snow removal, spreading of new gravel, and/or placement of new pavement, whenever deemed necessary by the owners.

The Roadway is constructed and shall be maintained so as to meet, at all times, the minimum construction standards for private roads prescribed by Skagit County including, but not limited to, a minimum thickness of gravel or pavement, a minimum road width, a minimum vertical clearance above the road, and adequate drainage.

It is understood that failure of the owners to adequately maintain the Roadway may inhibit the ability of emergency service providers to provide emergency services to the Lots, any liability for which shall be borne among the Owners. The provision of public school bus services on this private Roadway are not guaranteed or implied. No machinery, trailers, vehicles, or other property may be stored or parked upon the Roadway which would otherwise inhibit safe ingress and egress along the Roadway.

This Agreement shall be perpetual and shall encumber and run with the land as long as the road remains private, and shall be binding upon the parties hereto, their respective heirs, executors, administrators, and assigns.

This Agreement may be enforced by a majority of Lot Owners. If a court action or lawsuit is necessary to enforce this Agreement, the party commencing such action or lawsuit shall be entitled to reasonable attorney fees and costs, if the party prevails. If any Lot owner performs improvements, maintenance, repairs or replacements without the approval of the other Lot owners prior to performing such work, the Lot owner performing such work shall bear the entire cost thereof.

Roadway maintenance, snowplowing, and road improvement costs shall be shared on an equal basis between all Spring Breeze Lot owners. If any Owner shall fail to pay his/her proportionate share of the costs of maintenance or repair for which he/she is responsible, as provided herein, the Spring Breeze Owners Association or any other Owner not in default, or the person or

corporation performing such maintenance, may after 30 days written notice to the defaulting Owner(s) bring an action of law against each defaulting Owner in a court of competent jurisdiction and/or may record in the Skagit County Auditor's Office a Notice of Lien against all of the said defaulting Owners to secure the payment of the assessment. The amount due by any delinquent Owner shall bear interest at the maximum judgment rate provided by law from the date of completion of the maintenance; and the delinquent Owner shall be liable to pay all costs of collection, including reasonable attorney's fees.

Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected, and each term and condition shall be valid and enforceable to the extent permitted by law.

ARTICLE 3 CONSTRUCTION ON LOTS AND USE OF LOTS

Section 3.1 Construction No Construction Permitted on Any Lot Without Prior Board Approval. No Structure shall be constructed or caused to be constructed on any Lot unless the Plans for the Structure, and all landscaping of the Lot, have first been approved in writing by the Board as provided in this Article 3. The Board shall be guided in its review, approval, or denial by the Spring Breeze Construction Standards, attached hereto as Exhibit "D", as published by the Board and as amended from time to time by the Board.

Following an applicant's submittal in the manner required by this Article 3, the Board shall have thirty (30) days to review and provide written response to the applicant of the Board's approval or disapproval of the Plans (as defined below) together with specific conditions which, if satisfied, will permit the Board's approval of the Plans as so conditioned. Any denial of Plans by the Board which either does not provide specific reasons for the denial or provide specific conditions which, if satisfied, will render the Plans acceptable, shall be null and void and of no effect. The Board's review, approval or disapproval or specification of conditions for required modifications of the Plans, shall be on the basis of size, mass, impairment of views from other Lots, architectural inconsistency or incompatibility with other Structures on Lots or adopted design and development guidelines, harmony with previously approved Structures on other Lots in the Property, and location on the Lot, shall be absolute and enforceable in any court of competent jurisdiction. The Board's approval of any Plans, however, shall not constitute any warranty or representation whatsoever by the Board or any of its members, consultants or legal counsel that such Plans were examined or approved for engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations, and each Owner hereby waives and releases any and all claims or possible claims of any kind or nature whatsoever against the Board or any of them and the Association, and their officers, members, consultants, legal counsel, and their respective heirs, successors and assigns, based upon engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations.

Excepted from the requirements of Sections 3.1, 3.2, 3.3, 3.4.1 and 3.4.3 is the existing shop

building on Lot 2, provided that it shall be painted and screened with landscaping in a manner approved by the Board within 90 days of the initial sale of Lot 2, and further provided its use shall be consistent with Section 3.5.1 and 3.5.13.

Section 3.2 Uniformity of Use and Appearance. Among the principal purposes of this Declaration is to assure within the Property, insofar as practicable from time to time:

- (a) uniformity of use and quality of workmanship, materials, design, and maintenance.
- (b) the location of Structures with respect to views and view preservation from each lot, trees, natural land features and topography, and elevations of the finished grade of all lots; and
- (c) no undue repetition of external designs.

It is in the best interests of each Owner that such uniformity of use be maintained as provided in this Declaration. No building, except "accessory structures" permitted by this Declaration, shall be erected, altered, placed or permitted to remain on any Lot other than one single-family Dwelling. For purposes of this Declaration, "accessory structure" shall mean and include only an "Accessory Dwelling Unit" (guest house) or a Shop/Garage as may from time to time be defined and permitted by the Skagit County land use and or development code(s) and any or all of which are subject to all other requirements of this Article 3. The construction of any permitted Structure or accessory structure shall comply with the more restrictive of either:

- (a) the terms and conditions of this Declaration; or
- (b) the laws, codes, ordinances and regulations of any governmental entity having jurisdiction over the Property.

Section 3.3 Architectural Review Process.

Section 3.3.1 Application. Each Lot Owner (or its / their representative) wishing to construct, alter or remodel a Structure on a Lot (excluding, however, interior remodeling or interior alteration of a Structure) must submit to the Board of the Association not less than forty-five (45) days before the date such construction, alteration or remodeling is desired to commence:

1. A complete, current "Spring Breeze Construction Application" form with all information and documentation required by such Application form.
2. Detailed construction documents (referred for convenience as the "Plans") with all features described in "Spring Breeze Construction Application," and in such form and with such detail as are required by Skagit County for its review and final approval of such construction documents for building permits. The Plans shall contain, at a minimum, two

- (2) complete sets of detailed building, construction, drainage control and landscaping plans and specifications, and a to-scale site plan showing the location of all proposed Structures on the Lot.
3. A description of exterior materials and preliminary color board, with the Lot Owner to submit the final description of exterior materials and final color board to the Board for its review and approval or disapproval not less than **thirty (30)** days prior to the date installation of such exterior materials is to begin.
 4. The design review application fee which as of the date of this Declaration shall be the sum of Two Hundred Fifty Dollars (\$250), and which sum may be increased in the Board's discretion on February 1, 2019 and February 1 of each succeeding year by the percentage increase in the U.S. Department of Labor's Consumer Price Index for the Seattle-Tacoma metropolitan area, for all consumers, (or its successor) for the preceding year, payable to SPRING BREEZE HOA. In the event the Board deems it necessary to hire an outside design consultant to assist the Board in its review of such application, the Applicant shall be required to pay for such outside consultant, or, in the alternative, Applicant may elect to withdraw said application.

Section 3.3.2 Review and Approval or Disapproval of Owner's Proposed Plans. The Board may withhold its approval of an Owner's submitted Application and Plans by reason of the Board's reasonable dissatisfaction with: the location of the Structure (or any portion thereof) or other improvements on the Lot; the colors, reflectivity and/or materials of exterior finishes; the mass, articulation of elevations and roof structure, architecture or architectural elements inconsistent or conflicting with the predominant architectural character of other Structures within Spring Breeze; height; adverse impact on view from one or more Lots; appropriateness of the proposed Structure; exterior materials proposed to be used; or because of the Board's dissatisfaction with any other matter specified by the Board which, in the reasonable judgment of the Board, would render the proposed Structure not harmonious with the general plan of development of the Lots within the Plat or Structures on other Lots. The Board shall, to the extent reasonable and practical, not approve Plans that are not in substantial compliance with design and construction guidelines adopted by the Board pursuant to this Declaration. The Board's approval or disapproval of Plans shall be in writing, and an approval shall be evidenced by written endorsement on such Plans, one (1) copy of which shall be delivered to the Owner of the Lot upon which the Structure is to be constructed.

Section 3.3.3 Preliminary Review. Optional but highly recommended: a Preliminary Review of the proposed improvements. The Board's preliminary review allows the owner to obtain Board comment and advice regarding conceptual designs before final construction drawings are prepared and which may not be approved when submitted. The applicant should prepare preliminary plans, sketches, color boards or materials to be reviewed by the Board, together with a preliminary, completed copy of "SPRING BREEZE Construction Application" form. An Owner's submittal of Plans for preliminary review as provided in this subsection is optional, and complete forms and construction documents are not required for such preliminary review. Only

the information provided will be reviewed. An Owner may not make more than two (2) applications for preliminary review within any twelve (12) month period. The "Board" will respond in the form of written comments and/or "red lines" of the materials submitted within 20 working days. There shall be no fee for such preliminary review.

Section 3.3.4 Exterior Architecture Design Guidelines. Attached hereto and marked Exhibit "D" are design guidelines for construction on the Lots Spring Breeze, which guidelines may be revised from time to time by vote of the Association. The Board shall make a reasonable attempt to incorporate the attached guidelines into its approval or disapproval of proposed Structures.

Section 3.3.5 Minimum Size. The floor area of the main house Structure on any Lot, exclusive of open porches and garages shall be not less than:

- (a) 1,800 square feet for a dwelling containing a single level; and
- (b) 2,500 square feet for a dwelling containing two (2) or more levels.

Each home must have a fully enclosed garage to accommodate at least two (2) full size automobiles.

The Board shall have the power and authority to grant a variance from the foregoing minimum square footage of the floor area of the Dwelling but in no event shall the Board have the authority or power to grant a variance from the minimum required two full-size car capacity of a garage for each Dwelling. An Owner may submit a written request for variance at any time prior to the Board's issuance of its written decision on Plans submitted to the Board of Plans for approval showing that the Lot will not reasonably accommodate the required square footage of the dwelling.

Section 3.4 Maximum Height and Preservation of Views. All buildings and Structures on a Lot shall be constructed and maintained in accordance with the laws and codes of the Skagit County and in conformance with Article 3 and this section. Any accessory structure must adhere to a 20' setback from any interior lot line in the Spring Breeze plat.

Section 3.4.1. Height Restrictions. The maximum height allowed for any Structure on Lots shall be 35 feet for residences and 30 feet for accessory structures. The height limitations shown are a material provision and condition of the Plat and are intended to and shall be construed in all cases to maximize views from benefited Lots of the water, islands and mountains to the best benefit of each Lot, and to prevent reduction in, obscuring of, or interference with such views. Structures, evergreen trees not present on or before August 1, 2018 and other all vegetation on a Lot shall not be allowed in any case to exceed the maximum height limitation. The plat required landscape trees located along Bayview Edison road are exempt from the provisions of this Section 3.4.1. The height restriction or limit shall be measured from the crown of the private Roadway at the midpoint of the Lot's longest common boundary with said private Roadway. Notwithstanding

anything to the contrary, the mature height of any tree or shrub located within 30 feet of the "Bayside Terrace Access and Utility Easement and AO Zone 6 Safety Easement", which easement is shown on sheet 4 of 4 of the Plat, shall not exceed 20 feet.

Section 3.4.2 Landscape. Landscape plans are to comply with Spring Breeze Guidelines "Exhibit D" and the plan must be approved by the Board.

Section 3.4.3 Enforcement; Lot Owner's Right to Enforce. The Association and, in the event of the failure or refusal by the Association to enforce the provisions of this Article 3 and or any other provision of this Declaration, the Owner of any Lot shall have the right to trim, top or remove any tree, shrub or other vegetation which has been allowed to grow beyond the height limitations contained in this Article, and shall have the right to bring legal action against an offending Lot Owner to compel removal of any tree, other vegetation, flag pole, antenna, basketball pole and backboard, or other constructed, installed, mounted or self-supporting Structure which is located or maintained within front, side, and or back yard setbacks, and or any of the foregoing which exceeds the height limitation set forth in Section 3.4.1 for such Lot, and which in the electing party's reasonable opinion blocks, obscures, restricts, or interferes with the electing party's views of the water and mountains, all at the expense of the Owner of the Lot on which the offending item(s) have been allowed to grow or are maintained beyond the height limitations contained in this Article, and without the consent of or any liability whatsoever to such Lot Owner. **Exceptions** are evergreen trees which existed on or before August 1, 2018, and the plat required trees planted along Bayview Edison Road and identified in Exhibit C.

Section 3.5 Use Restrictions.

Section 3.5.1 Residential Use. The Dwelling on each Lot is intended for and is restricted by this Declaration to use as a single-family residence only, on an ownership, rental, or lease basis, and for social, recreational or other reasonable activities normally incident to such single-family residential use. In addition to the foregoing, Declarant and any builder approved by Declarant may use dwellings it owns as sales offices and models for sales of other Lots provided that any such Structure shall not be used as a sales office or sales model for more than eighteen (18) months after the earlier of the date of substantial completion or a certificate of occupancy is issued for the Structure. No short-term rental of residences, or accessory structures are permitted, including VRBO, Air B-and-B, or like-kind vacation rentals. Any tenancies are to be 30 days or longer.

Section 3.5.2 Maintenance of Buildings and Lots. Each Owner shall, at the Owner's sole cost and expense, keep the interior and exterior of the Structures on the Owner's Lot, as well as the Lot, including driveway and walkways, in a clean and sanitary condition, free of rodents and pests, and in good order, condition and repair and shall do all redecorating, painting, landscaping and maintenance at any time necessary to maintain the appearance and condition of the Structure and the Lot, so that all portions of the Owner's Structures and Lot are at all times maintained at a level substantially equal to other Lots within the Plat. The landscaping on a Lot shall be maintained to the edge of the street abutting the Lot. Lots that abut a sidewalk (or pathway) shall be maintained to the property line at edge of sidewalk. The planting area between sidewalk

and street shall be maintained by The Homeowners Association, as describe in 2.1 Common Areas, and shown in 'Exhibit A', "Exhibit B" and "Exhibit C" and on the recorded Final Plat Maps of record. If the Association gives an Owner written notice directing the Owner to remedy a violation of this section and the Owner fails to do so within fifteen (15) days after receipt of such notice, the Association and/or its agents, contractors or employees shall thereafter be entitled and are hereby declared to have an easement to go upon such Owner's Lot and do any and all things reasonably necessary to remedy such violation. The Association shall be entitled to invoice and collect from such Owner and his Lot(s) all costs and expenses incurred in so doing and such invoice(s) shall constitute a lien and assessment against the Owner's Lot and may be enforced against the Owner and/or the Lot in accordance with the provisions of this Declaration

Section 3.5.3 Completion of Construction. Any Structure erected or placed on any Lot shall be completed as to external appearance within twelve (12) months from the date Construction is started; however, with good cause shown, the Board may extend this term. All yards and landscaping must be completed within six (6) months from the date of completion of the Structure; however, with good cause shown, the Board may extend this term. All Lots shall be maintained in a neat and orderly condition during Construction.

Section 3.5.4 Parking. To ensure safe passage of vehicles at all times and under all conditions, no permanent or removable basketball poles, and/or backboards, soccer goals or other sports devices shall be permitted on any street within the Final Plat of Spring Breeze.

Street parking (Cars, Trucks and SUV's) shall be for guest only and are only to be used on a temporary basis, not longer than (24) hours in any one week.

No travel trailers, campers, motor homes, boats, boat trailers or any other similar type of recreational vehicle of any nature may be parked on any street within the final plat, or on any privately owned lot, for a period in excess of (24) hours in any one week.

Cars, Trucks and SUV's driven a minimum of 4 times a week maybe parked on the garage apron (area directly in front of garage doors) provided they are at least screened or blocked from view on 3 sides, NOT parked within 20ft of any street, and not clearly visible from any street.

No trucks, cars, campers, trailers, boats, motorcycles or other recreational vehicles, disabled or inoperative vehicles, equipment or machinery on any part thereof shall be parked or permitted to remain on any street, common area or Lot unless the same is stored or placed in a garage or in the rear or side yard area and screened from sight provided all Height Limitations and View Corridor Minimum in this Article 3 are met.

Section 3.5.5 Signs. No sign of any kind shall be displayed to the public view on or from any Lot without the prior written consent of the Board, except for "For Rent" or "For Sale" signs in a form allowed by reasonable rules and regulations adopted by the Board. This Section shall not apply to the Declarant, or any builder approved by Declarant. Political signs may be displayed for the 90-day period leading up to an active election, but are limited to 2' x 3' size, and must be

removed 10 days after the election.

Section 3.5.6 Animals. No animals, except dogs, cats, caged birds, fish in tanks and other small household pets will be permitted on any Lot. Livestock, Horses, Chickens, Roosters, Reptiles or Pigs are not to be kept on any Lot or in a Household. Up to five chickens may be kept in an enclosure, approved by the Board in advance as to construction and location; roosters are not permitted. Household pets shall not exceed three (3) in number; provided that unweaned puppies or kittens may be kept. All animal enclosures must be kept in a clean, neat and odor free condition at all times. All animal enclosures must be kept at a distance of not less than 20 feet from interior property lines. Owner shall keep Lot and Common Area free of animal waste. The Board may at any time require the removal of any pet which it finds is disturbing other Owners or tenants unreasonably, including dogs barking excessively, and in the Board's discretion, it may exercise this power as to specific pets even though other pets are permitted to remain. Notwithstanding anything set forth herein, all Owners shall comply with all applicable governmental laws, codes, ordinances and regulations pertaining to animals.

Section 3.5.7 Temporary Structures. No Structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be installed, placed or used on any Lot, either temporarily or permanently, except as otherwise may be allowed by the provisions of this Declaration.

Section 3.5.8 Fences No Fence shall be constructed on any Lot without the prior written approval of the Board, which approval may be granted or denied in the Board's sole discretion. Fences shall be architectural in design; material, location; design and color are to be approved by the board. No chain link or vinyl fencing will be allowed. The fence shall not detract from the appearance of any adjacent structure or obstruct the view of other lots. No fencing in front yard setbacks will be allowed unless the structure is less than 3 ft in height. All fences shall comply with the Ordinances of Skagit County.

Section 3.5.9 Clothes Lines. No washing, rugs, clothing, apparel or any other article shall be hung from the exterior of any Structure or on a Lot so as to be visible from the streets and roadways adjoining the Lots.

Section 3.5.10 Radio and Television Aerials. No television, radio, amateur radio, single side band or other aerial, antenna or tower, and no satellite receiving dish greater than eighteen inches (18") in diameter or other electronic receiving device shall be placed or erected outside of any building on any lot. Satellite and or radio receiving dishes less than 18" in diameter will be painted a color to blend with the surface to which they are attached, and the location and method of attachment must be approved by the board.

Section 3.5.11 Solar Panels. Solar panels are allowed, solar provided panel systems are to be integrated into the home design and when possible placed in a location that is the least visible from neighboring properties. Solar panels must be incorporated into a home or accessory structure and not be ground arrays. Equipment, exterior lines and pipes shall be painted to blend with the

surrounding area as much as possible. Only professionally designed systems will be allowed.

Section 3.5.12 Trash Containers and Debris. All trash shall be placed in sanitary containers either buried or screened so as not to be visible from adjoining Structures or streets or roadways. No Lot or any portion thereof shall be used as a dumping ground or for burial of trash or rubbish of any kind. Yard rakings, dirt and debris resulting from landscaping work or Construction shall not be dumped onto adjoining Lots, common areas, streets or roadways. Compost piles may be kept upon the Lots provided they are kept in an enclosure, and clean, neat and sanitary condition, free of rodents and pests. Dumping yard waste on any Lot or adjacent property is strictly prohibited. No vacant lot shall be permitted or allowed to accumulate grass, leaves, limbs, branches and other vegetation as to be a detriment to the neighborhood or become a fire hazard.

Section 3.5.13 Offensive Activity. No commercial or manufacturing enterprise or business or commercial activity of any kind, and no child care, day schools, nurseries or church schools, shall be conducted or permitted on any Lot, nor shall goods, equipment, vehicles or materials used in connection therewith be received, sold, distributed, kept, parked, stored, dismantled or repaired on or within any Lot or on any street adjacent to the Property. A “home occupation” or “home office” for a trade, craft, business or profession shall be permitted as provided by the law and regulations of Skagit County provided, however, that all of the following conditions and restrictions are met at all times: (1) such “home occupation” and or “home office” within a Dwelling or other Structure on a Lot shall be contained entirely within such Dwelling or Structure; (2) there shall be no signage or other exterior indication that any such “home occupation” is contained therein; (3) the only occupants and or users of such “home occupation” or “home office” shall be the owner of such Lot; and (4) such “home occupation” or “home office” shall not be used or permitted with the purpose to receive or accommodate customers, clients or other invitees within such Dwelling or other Structure. The foregoing shall not prevent in-house quarters for members of the Owner’s extended family or for domestic help or in-house care givers. No noxious or offensive activity, including but not limited to the creation of excess levels of noise, shall be carried on in any Lot, nor shall anything be done therein which may be or become an annoyance or nuisance to the Owners of other Lots or their tenants.

Section 3.5.14 Setbacks. No Structure shall be located closer to a lot line than permitted by Skagit County Zoning, Utility and Landscape Easements, and other Setback requirements as identified on the face of the Final Plat Map, Final Plat Map Drawing or referenced in “Exhibit A”, “Exhibit B” and Exhibit C” or in these CC&R’s. Accessory structures shall maintain a 20-foot setback from all interior lot lines to preserve views. All Structures shall also comply with all applicable governmental laws, codes, ordinances and regulations pertaining to setbacks.

Section 3.5.15 Underground Utilities. All utility lines located outside a Dwelling shall be in conduits attached to such Dwelling or underground.

Section 3.5.16 Drainage. Any and all drainage from a Lot, which in the reasonable opinion of the Board causes or may cause erosion problems, shall be piped at the Lot Owner’s expense to the nearest drainage ditch or dry well. All roof drains shall be connected to a drainage

ditch or dry well. Absolutely no dumping of any pollutants into the drainage ditches shall be permitted. Whenever possible, dry wells are encouraged over drainage ditches.

Section 3.5.17 Damage. Any damage to streets, plat improvements, entry structure, fences, landscaping, mailboxes, lights and lighting standards by Lot Owners, their children, contractors, agents, visitors, friends, relatives or service personnel shall be fully repaired and or replaced by such Owner within twelve (12) days from the occurrence of such damage or the Association may cause the same to be performed by contractors of the Association's choice, and the responsible Lot Owner shall pay all such costs and expenses directly and until paid, the same shall be a lien on the Owner's Lot and may be collected and foreclosed upon as provided for mechanics liens under the laws of the State of Washington.

Section 3.5.18 Mailboxes. All mailboxes must be of a standard accepted by the U.S. Postal Service and must be located in those areas designated by the U.S. Postal Service.

Section 3.5.19 Compliance with Laws. Notwithstanding anything to the contrary set forth herein, each Owner and the Association shall comply with the more restrictive of either:

- (a) the terms and conditions of this Declaration, or
- (b) the laws, codes, ordinances and regulations of any governmental entity having jurisdiction.

ARTICLE 4 SPRING BREEZE OWNERS' ASSOCIATION

Section 4.1 Form of Association. The Owners of Lots within the Property shall constitute the members of Spring Breeze Owners' Association. The rights and duties of the members and of the Association shall continue to be governed by the provisions of this Declaration.

Section 4.2 Board of Directors. The affairs of the Association shall be governed by a Board of Directors (the "Board") which shall be composed of not less than three (3) nor more than five (5) members, to be determined at the reasonable discretion of the initial Board and, thereafter, at the first and each succeeding annual meeting by the vote of the Association. The initial Board shall be Jim Scott, Josh Scott Megan O'Bryan and Nate Scott.

Subject to any specific requirements hereof, the Board shall have authority to establish operating rules and procedures. In the event of death or resignation of any member or members of the Board, the remaining member or members, if any, shall have full authority to appoint a successor member or members. Members of the Board shall not be entitled to any compensation for services performed pursuant to this Declaration. Upon the Transition Date and without further action by any person or persons:

- (a) the term of the initial Board members or their successors shall end, and

- (b) the initial Board members and their then successors shall be released from any and all liability whatsoever for claims arising out of or in connection with this Declaration, exempting only claims arising prior to the Transition Date.

Section 4.3 Qualification for Membership. Each fee owner of a Lot (including Declarant) shall be a member of the Association and shall be entitled to one membership and one vote for each Lot owned; provided that if a Lot has been sold on contract, the contract purchaser shall exercise the rights of an Owner for the purposes of the Association and this Declaration, except as hereinafter limited, and shall be the voting representative of such Lot unless otherwise specified. Ownership of a Lot shall be the sole qualification for membership in the Association.

Section 4.4 Transfer of Membership. The Association membership of each Owner (including Declarant) shall be appurtenant to the Lot giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to the Lot and then only to the transferee of title to the Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association to the new Owner.

Section 4.5 Number of Votes. The total voting power of the Association at any given time shall equal the number of Lots included within the Final Plat of Spring Breeze as recorded in the records of Skagit County, Washington. The Owner or Owners of each Lot within such Final Plat shall be entitled to one vote. If a Person (including Declarant) owns more than one Lot, he or she shall have the votes appurtenant to each Lot owned.

Section 4.6 Voting. If a Lot is owned by one or more Owners and only one Owner is present at a meeting, the Owner who is present shall be entitled to represent the vote. The vote for a Lot must be cast as a single vote, and fractional votes shall not be allowed. If joint Owners are unable to agree among themselves how their vote shall be cast, they shall lose their right to vote on the matter in question.

Section 4.7 Pledged Votes and Proxy to Vote. An Owner may by notarized written statement give his, her or their proxy to another Owner or to their attorney, CPA or member of the Owner's family with the power and authority to vote for the maker(s) of the proxy, on any one or more specific issues or on all issues coming before the Association for vote on a specific date or dates, and to act in the name, place and stead of the maker(s) of the proxy as if such vote(s) had been made by the maker(s) of the proxy directly. An Owner may, but shall not be obligated to, pledge his vote on all issues or on certain specific issues to a Mortgagee; provided, however, that if an Owner is in default under a Mortgage on his Lot for ninety (90) consecutive days or more, the Owner's Mortgagee shall automatically be authorized to declare at any time thereafter that the Lot Owner has pledged his vote to the Mortgagee on all issues arising after such declaration and during the continuance of the default. If the Board has been notified of any such pledge to a Mortgagee, only the vote of the Mortgagee will be recognized on the issues that are subject to the pledge.

Section 4.8 Annual and Special Meetings. Within the period commencing thirty (30) days before the Transition Date and ending thirty (30) days after the Transition Date, there shall be a meeting of the members of the Association and thereafter there shall be an annual meeting of the members of the Association in the first quarter of each fiscal year at such reasonable place and time as may be designated by written notice from the Board delivered to the Owners no less than thirty (30) days before the meeting. At the first such meeting, and at each annual meeting thereafter, the Owners shall elect by majority vote individuals to serve as Board members until a successor is elected at the next annual meeting. Each Lot shall be entitled to one vote for each director and the voting for directors shall be non-cumulative. The financial statement for the preceding fiscal year (if any) and the budget the Board has adopted for the pending fiscal year shall be presented at the annual meeting for the information of the members. Special meetings of the members of the Association may be called at any time upon not less than fourteen (14) days prior written notice to all Owners, for the purpose of considering matters which require the approval of all or some of the Owners, or for any other reasonable purpose. Any First Mortgagee of a Lot may attend or designate a representative to attend the meetings of the Association.

Section 4.9 Books and Records. The Board shall cause to be kept complete, detailed and accurate books and records of the receipts and expenditures (if any) of the Association, in a form that complies with generally accepted accounting principles. The books and records, authorizations for payment of expenditures, and all contracts, documents, papers and other records of the Association shall be available for examination by the Lot Owners, Mortgagees and the agents or attorneys of either of them, during normal business hours and at any other reasonable time or times.

Section 4.10 Transition Date. The "Transition Date" shall be the date control of the Board passes from the initial Board to the Association. The Transition Date will be either

- (a) the date designated by Declarant in a written notice to the Owners, which date may be made by Declarants' election any date after this Declaration has been recorded, or
- (b) the later of:
 - (i) three (3) years after the recording of this Declaration or
 - (ii) the 120th day after Declarant has transferred title to the purchasers of Lots representing 80% of the total voting power of all Lot Owners in the Association.

For purposes of the foregoing clause (b), however, transfer of title to a Lot by Declarant to any approved builder who is constructing for resale of the Lot shall be disregarded and title to any Lot owned by any such approved builder shall not be deemed transferred for the purposes of determining the Transition Date until the Lot is further transferred by the approved builder to a purchaser who is not either an approved builder or Declarant. From and after the Transition Date, the then Owners of 80% of the Lots in the Property shall have the power through a written instrument recorded in the real property records of Skagit County, Washington to amend or eliminate all or any of the approval powers and duties of the Board set forth in this Declaration, excluding the duty to maintain the Common Areas.

ARTICLE 5 NOTICES FOR ALL PURPOSES

All notices given under the provisions of this Declaration or rules or regulations of the Association shall be in writing and may be delivered either personally, U.S. Mail or email with a confirmed receipt. If delivery is made by mail, the notice shall be deemed to have been delivered on the third day of regular mail delivery after a copy has been deposited in the United States mail, first class, postage prepaid, addressed to the Person entitled to such notice at the most recent address known to the Board. Mailing addresses may be changed by notice in writing to the Board. Notices to the Board may be given to any Board member or mailed to the residence address of the president or secretary of the Board.

ARTICLE 6 AUTHORITY OF THE BOARD

Section 6.1 Adoption of Rules and Regulations. The Board is empowered to adopt, amend and revoke on behalf of the Association detailed administrative rules and regulations necessary or convenient from time to time to insure compliance with the general guidelines, and specific provisions of this Declaration, to promote the comfortable use and enjoyment of the Property, and to govern the operation and procedures of the Association. The rules and regulations may, without limitation, authorize voting by proxy, mail or email, on Association matters. The rules and regulations of the Association shall be binding upon all Owners and occupants of a Lot and all other Persons claiming any interest in the Property.

Section 6.2 Enforcement of Declaration, Etc. The Board shall have the power to enforce the provisions of this Declaration, and the rules and regulations of the Association for the benefit of the Association. The failure of any Owner to comply with the provisions of this Declaration, or the rules and regulations of the Association will give rise to a cause of action in the Association (acting through the Board) and any aggrieved Lot owner for recovery of damages, or injunctive relief, or both. If a legal action is brought to interpret or enforce compliance with the provisions of this Declaration, or the rules or regulations of the Association, the prevailing party shall be entitled to judgment against the other party for its reasonable expenses, court costs and attorney's fees in the amount awarded by the court.

Section 6.3 Goods and Services. The Board shall acquire and pay for as common expenses of the Association all goods and services reasonably necessary or convenient for the efficient and orderly maintenance of all portions of the Common Areas not maintained by public utility companies or a governmental entity. The goods and services shall include (by way of illustration and not limitation) policies of insurance; and maintenance, repair, landscaping, gardening and general upkeep of the Common Areas. The Board may hire such employees as it considers necessary for the foregoing purposes only.

Section 6.4 Protection of Common Area. The Board may spend such funds and take

such action as it may from time to time deem necessary to preserve the Common Areas, settle claims or otherwise act in what it considers to be the best interests of the Association.

ARTICLE 7 BUDGET AND ASSESSMENT FOR COMMON EXPENSES

Section 7.1 Fiscal Year; Preparation of Budget. The Board may adopt such fiscal year for the Association as it deems convenient. Unless another year is adopted, the fiscal year will be the calendar year. As soon as the Board in its discretion deems advisable and prior to the expiration of each fiscal year thereafter, the Board shall establish a budget for the costs of maintaining the Common Area during the ensuing fiscal year. The Board shall then assess each Lot within the Property with its pro rata share, based upon the number of Lots then within the Property, of such estimated annual costs of maintaining the Common Area. The Board, at its election, may require the Lot Owners to pay the amount assessed in equal monthly or quarterly installments or if less than \$300 annually for each Lot, in one lump sum. The Board shall notify each Lot Owner in writing at least ten (10) days in advance of each assessment period of the amount of the assessment for said period, which notice shall be accompanied by a copy of the budget upon which the assessment is based. The assessments levied by the Board shall be used exclusively for the improvement and maintenance of the Common Areas, and to pay, defray and reimburse expenses or liabilities of the Board and or Association and for the indemnification of the Board all as authorized by this Declaration.

Section 7.2 Certificate of Unpaid Assessments. Any failure by the Board or the Association to make the budget and assessments hereunder before the expiration of any fiscal year for the ensuing fiscal year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owners from the obligation to pay assessments during that or any subsequent year, and the assessment amount and payment method established for the preceding fiscal year (if any) shall continue until a new assessment is established. Upon the request of any Owner or Mortgagee or prospective Owner or prospective Mortgagee of a Lot, the Board will furnish a statement of the amount, if any, of unpaid assessments charged to the Lot. The statement shall be conclusive upon the Board and the Association as to the amount of such indebtedness on the date of the statement in favor of all purchasers and Mortgagees of the Lot who rely on the statement in good faith. All assessments and other receipts received by the Association shall belong to the Association.

Section 7.3 Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots at such time as the Board in its absolute discretion deems advisable. The first annual assessment shall be adjusted according to the number of months remaining in the fiscal year.

ARTICLE 8 LIEN AND COLLECTION OF ASSESSMENTS

Section 8.1 Assessments Are a Lien; Priority. All unpaid sums assessed by the Association for the share of the common expenses chargeable to any Lot and any sums specially assessed to any Lot under the authority of this Declaration shall constitute a lien on the Lot and all its appurtenances from the date the assessment becomes due and until fully paid. The lien for such unpaid assessments shall be subordinate to tax liens on the Lot in favor of any assessing unit and/or special district, and to all sums unpaid on all First Mortgages of record but, to the extent permitted by applicable law, shall have priority over all other liens against the Lot. A First Mortgagee that obtains possession through a Mortgage foreclosure or deed of trust sale, or by taking a deed in lieu of foreclosure or sale, or a purchaser at foreclosure sale, shall take the Lot free of any claims for the share of common expenses or assessments by the Association chargeable to the Lot which became due before such possession, but will be liable for the common expenses and assessments that accrue after the taking of possession. The Lot's past due share of common expenses or assessments shall become new common expenses chargeable to all of the Lot Owners, including the Mortgagee or foreclosure sale purchaser and their successors and assigns, in proportion to the number of Lots owned by each of them. Notwithstanding any of the foregoing, however, the Owner and the real estate contract purchaser shall continue to be personally liable for past due assessments as provided in Section 8.3. For purposes of this Section, "Mortgage" does not include a real estate contract and "Mortgagee" does not include the vendor or the assignee or designee of a vendor of a real estate contract.

Section 8.2 Lien May Be Foreclosed. The Lien for delinquent assessments may be foreclosed by suit by the Board, acting on behalf of the Association, in like manner as the foreclosure of a mortgage of real property. The Board, acting on behalf of the Association, shall have the power to bid on the Lot at the foreclosure sale, and to acquire and hold, lease, Mortgage and convey the same.

Section 8.3 Assessments Are Personal Obligations. In addition to constituting a lien on the Lot, all sums assessed by the Association chargeable to any Lot, together with interest, late charges, costs and attorney's fees in the event of delinquency, shall be the joint and several personal obligations of the Owner and any contract purchaser, and their grantees, of the Lot when the assessment is made. Suit to recover personal judgment for any delinquent assessments shall be maintainable without foreclosing or waiving the liens securing them.

Section 8.4 Late Charges and Interest on Delinquent Assessments. The Board may from time to time establish late charges and a rate of interest to be charged on assessments delinquent for a period of more than ten (10) days after the date when due. In the absence of another established, non-usurious rate, delinquent assessments shall bear interest at the lesser of 12% per annum or the maximum periodic interest rate permitted by law. If an installment on an assessment against a Lot is not paid when due, the Board may elect to declare the entire assessments against the Lot for the remainder of the fiscal year to be immediately due and payable.

Section 8.5 Recovery of Attorney's Fees and Costs. In any action to collect delinquent assessments, the prevailing party shall be entitled to recover as a part of its judgment a reasonable sum for attorney's fees and all costs and expenses reasonably incurred in connection with the

action, in addition to taxable costs permitted by law.

Section 8.6 Remedies Cumulative. The remedies provided herein are cumulative and the Board may pursue them, and any other remedies which may be available under law although not expressed herein, either concurrently or in any order.

Section 8.7 No Avoidance of Assessments. No Owner may avoid or escape liability for assessments provided for herein by abandoning his or her Lot.

ARTICLE 9

FAILURE OF BOARD TO INSIST ON STRICT PERFORMANCE NO WAIVER

The failure of the Board in any instance to insist upon the strict compliance with this Declaration or rules and regulations of the Association, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition or restriction. The receipt by the Board of payment of any assessment from an Owner, with knowledge of any breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing and signed by the Board.

ARTICLE 10

LIMITATION OF LIABILITY

So long as a Board member, or Association member, or Declarant has acted in good faith, without willful or intentional misconduct, upon the basis of such information as is then possessed by such Person, then no such Person shall be personally liable to any Owner, or to any other Person, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of such Person; provided that this Article shall not apply where the consequences of such act, omission, error or negligence are covered by any insurance actually obtained by the Board or the Association.

ARTICLE 11

INDEMNIFICATION

Each Board member and Declarant shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed in connection with any proceeding to which he/she may be a party, or in which she/he may become involved, by reason of holding or having held such position, or any settlement thereof, whether or not she/he holds such position at the time such expenses or liabilities are incurred, except to the extent such expenses and liability are covered by insurance and except in such cases wherein such Board member or Declarant is adjudged guilty of willful misfeasance in the performance of his or her duties; provided, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association.

ARTICLE 12 INSURANCE

At such times as the Board deems appropriate, the Board shall cause the Association to purchase and maintain as a common expense a policy or policies which the Board deems necessary or desirable to provide casualty insurance and or comprehensive liability insurance, with such deductible provisions as the Board deems advisable, and insurance, if available, for the protection of the Association's directors and representatives from personal liability in the management of the Association's affairs, and such other insurance as the Board deems advisable. The Board shall review the adequacy of the Association's insurance coverage at least annually.

ARTICLE 13 DAMAGE AND REPAIR OF DAMAGE TO PROPERTY

In the event of any casualty, loss or other damage to the Common Area for which the then current assessments by the Association are insufficient to complete repairs or restoration, or for which there are not insurance proceeds or insufficient insurance proceeds available for such restoration or repair, the Board may make a special assessment against each Lot for its pro rata share of the cost and expenses to repair and/or restore the Common Areas. The special assessment shall be payable, at the determination of the Board, in either monthly or quarterly installments or if less than \$300, in a single lump-sum amount. The Board shall notify each Lot Owner of any such special assessment not less than twenty (20) days prior to the date such special assessment or the first installment thereon is due and payable, which notice shall be accompanied by a reasonably detailed statement of the Board's estimated costs and expenses of repairing and/or restoring Common Areas.

ARTICLE 14 AMENDMENTS OF DECLARATION

Section 14.1 Amendment By Lot Owners. Any Lot Owner may propose amendments to the Declaration to the Board. A majority of the members may cause a proposed amendment to be submitted to the members of the Association for their consideration and vote. If an amendment is proposed by Owners of 40% or more of the Lots, then, irrespective of whether the Board concurs in the proposed amendment, it shall be submitted to the members of the Association for their consideration and vote at the next regular or special meeting for which timely notice may be given. Notice of a meeting at which an amendment is to be considered shall include the text of the proposed amendment. Amendments may be adopted at a meeting of the Association or by written consent of the requisite number of Owners entitled to vote, after notice has been given to all Owners entitled to receive notice of a meeting of the Association. The unanimous consent of all Owners shall be required for adoption of any of the following:

- (a) an amendment changing the voting power or portion of assessments appurtenant to each Lot;

- (b) an amendment of this Article 14;
- (c) an amendment which imposes or places any lien, encumbrance, condition, limitation, covenant or restriction on any or all of the Lots without the written consent and agreement of a Lot Owner and Mortgagee of the Lot;
- (d) an amendment which has the effect of causing or would in any way cause any condition, covenant, limitation or restriction on a Lot contained in this Declaration or in the Final Plat to be more restrictive, limiting, expansive or burdensome, in any manner, than prior to the proposed amendment, without the written consent and agreement of a Lot Owner and Mortgagee of the Lot;
- (e) an amendment which would change, amend or add to, in any way, the conditions and or exceptions to title of any deed held by a Lot Owner or any Deed of Trust or Mortgage then of record, without the written consent and agreement of a Lot Owner and Mortgagee of the Lot.

All other amendments shall be adopted if approved by at least eighty percent (80%), rounded up to the next whole number, of the Lot Owners. Once an amendment has been adopted by the Association, the amendment will become effective when a certificate of the amendment, executed by a member of the Board, has been recorded in the real property records of Skagit County, Washington.

ARTICLE 15 ANNEXATION

Residential property other than Common Areas may be annexed or added to the Property only with the unanimous consent of the Association.

ARTICLE 16 DURATION

The covenants, conditions and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Owners, their respective legal representatives, heirs, successors and assigns, for a period of thirty (30) years from the date this Declaration is recorded, after which time the covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by eighty percent (80%) of the Lot Owners has been recorded agreeing to terminate the covenants, conditions and restrictions.

ARTICLE 17 RESERVATION OF DECLARANTS' RIGHT TO AMEND TO COMPLY WITH FNMA, FHLMC OR FHA REQUIREMENTS

Section 17.1 Amendment by Declarant. Declarant reserves the right to amend the Declaration as may be necessary to comply with Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA) or Federal Housing Administration (FHA) regulations or requirements as necessary to enable the holders of first mortgages or deeds of trust to sell first mortgages or deeds of trust to FHLMC or FNMA or if such amendment is necessary to secure funds or financing provided by, through or in conjunction with FHLMC, FNMA or FHA.

Section 17.2 Authorization to Amend. If Declarant, at their option, determine that it is necessary to so amend the Declaration, then Declarant is hereby authorized to execute and to have recorded (or filed, in the case of the Articles) said required amendment or amendments for and on behalf of those Lots and Lot Owners identified and designated by the affirmative vote of the Declarant. Declarant is hereby granted a full and complete power of attorney, to take any and all actions necessary to effectuate and record said amendment or amendments and agree that said amendment or amendments shall be binding upon their respective Lots and upon them and their heirs, personal representatives, successors and assigns to the same extent as if they had personally executed said amendment or amendments. All Lot Owners hereby acknowledge and agree that the power of attorney granted herein shall be deemed coupled with an interest and shall be irrevocable.

Section 17.3 Duration. Declarants' rights under this Article shall exist only until the Transition Date.

ARTICLE 18 SEVERABILITY

The provisions of this Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision, if the remainder affects the common plan.

ARTICLE 19 EFFECTIVE DATE

This Declaration shall be effective upon recording.

ARTICLE 20 ASSIGNMENT


The Declarant, Tartan Properties LLC reserve the right to assign, transfer, sell, encumber, lease or rent all or any portion of the Property owned by each of them, and reserve the right to assign all or any of their rights, duties and obligations created under this Declaration.

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DATED effective as of the 8th day of April, 2019.

TARTAN PROPERTIES, LLC, a Washington limited liability company


By: JAMES N. SCOTT Its: Member

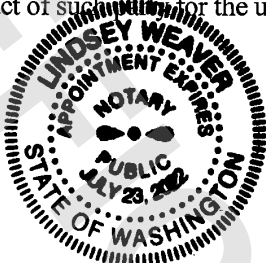

By: JOSHUA J. SCOTT Its: Member


MATTHEW J. O'BRYAN


MEGAN S. O'BRYAN

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that JAMES N. SCOTT is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as a MEMBER of TARTAN PROPERTIES, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 04-19-2019

Lindsey Weaver
(Signature)

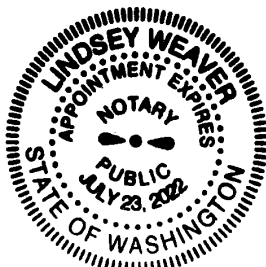
NOTARY PUBLIC

Lindsey Weaver
Print Name of Notary

My appointment expires: 07-23-2022

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that JOSHUA J. SCOTT is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as a MEMBER of TARTAN PROPERTIES, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 04-15-2019

Lindsey Weaver
(Signature)

NOTARY PUBLIC

Lindsey Weaver
Print Name of Notary

My appointment expires: 07-23-2022

State of Washington)
) ss
County of Skagit)

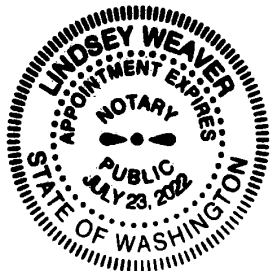
I certify that I know or have satisfactory evidence that MATTHEW J. O'BRYAN is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 4-18-2019
Lindsey Weaver
(Signature)
NOTARY PUBLIC
Lindsey Weaver
Print Name of Notary
My appointment expires: 07-23-2022

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that MEGAN S. O'BRYAN is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 4-18-2019
Lindsey Weaver
(Signature)
NOTARY PUBLIC
Lindsey Weaver
Print Name of Notary
My appointment expires: 07-23-2022

EXHIBIT A
 Map of Spring Breeze

EXHIBIT "A"

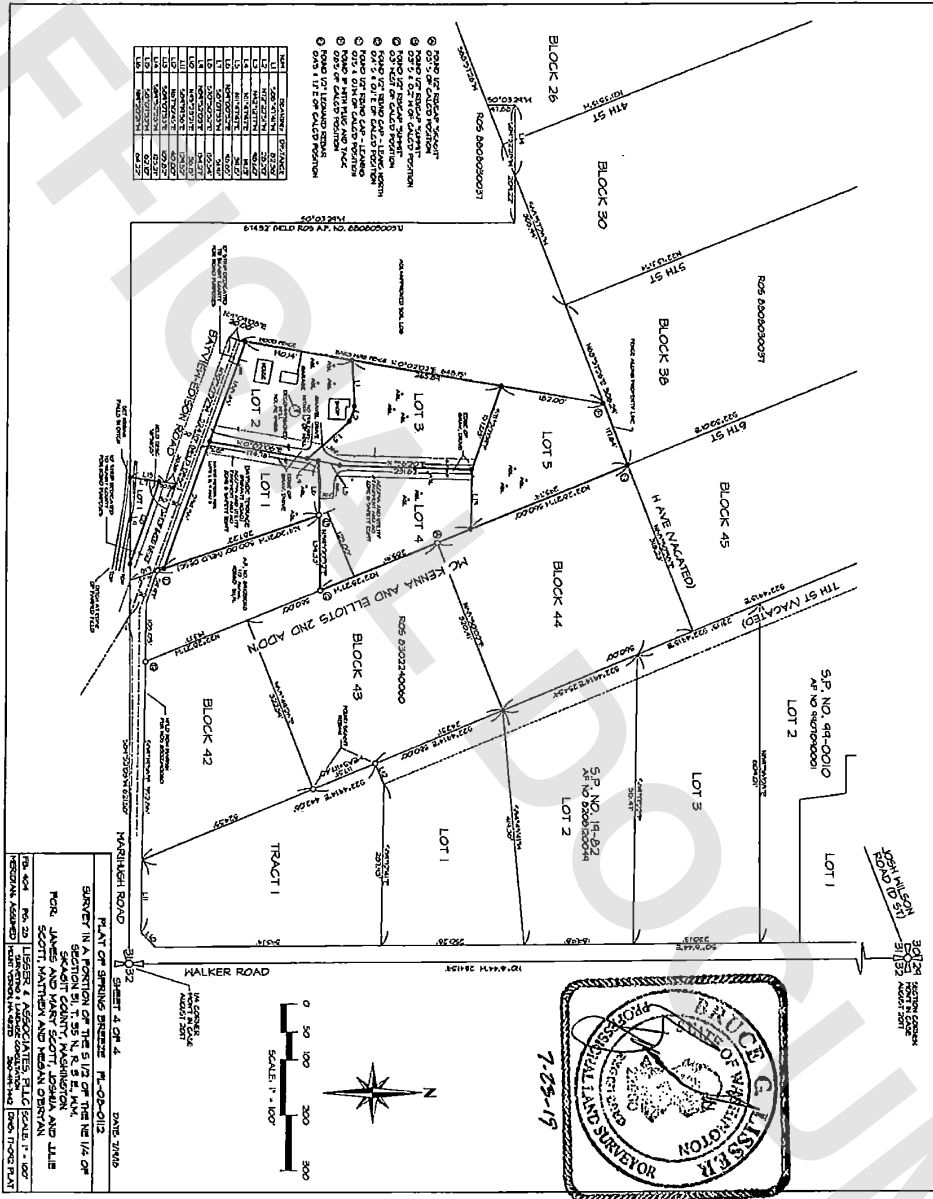


Exhibit A
 Map of Spring Breeze

EXHIBIT B
Legal Description for Plat of Spring Breeze

EXHIBIT "B"

DESCRIPTION FOR THE PLAT OF SPRING BREEZE

PARCEL "A"

THAT PORTION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., ALSO BEING KNOWN AS THOSE PORTIONS OF VACATED BLOCKS 39, 40, AND 41, "PLAT OF BAY VIEW", MCKENNA AND ELLIOTT'S SECOND ADDITION, AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 19, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE SOUTH 89°53'30" WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION A DISTANCE OF 621.58 FEET;
THENCE NORTH 70°49'25" WEST ALONG THE CENTER LINE OF THE EXISTING COUNTY ROAD KNOWN AS BAYVIEW-EDISON ROAD, A DISTANCE OF 524.10 FEET TO THE BEGINNING OF A CURVE IN SAID COUNTY ROAD;
THENCE NORTH 19°10'35" EAST 20.00 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID ROAD AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE NORTH 10°03'29" EAST A DISTANCE OF 647.29 FEET TO THE CENTER LINE OF VACATED "H" STREET, AS SHOWN ON THE MAP OF "PLAT OF BAY VIEW," MCKENNA AND ELLIOTT'S SECOND ADDITION, AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 19, RECORDS OF SKAGIT COUNTY, WASHINGTON;
THENCE NORTH 68°58'20" EAST ALONG SAID CENTER LINE A DISTANCE OF 134.31 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE CENTER LINE OF VACATED 6TH STREET, AS SHOWN ON THE MAP OF "PLAT OF BAY VIEW," MCKENNA AND ELLIOTT'S SECOND ADDITION, AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 19, RECORDS OF SKAGIT COUNTY, WASHINGTON;
THENCE SOUTH 21°34' EAST ALONG THE CENTER LINE OF SAID VACATED 6TH STREET TO THE MOST NORTHERLY CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO DAVID G. DIXON, ET UX, BY INSTRUMENT RECORDED OCTOBER 31, 1989, UNDER AUDITOR'S FILE NO. 8910310118, RECORDS OF SKAGIT COUNTY, WASHINGTON;
THENCE SOUTHWESTERLY, ALONG THE NORTH LINE OF SAID DIXON TRACT, A DISTANCE OF 125 FEET TO THE NORTHWEST CORNER THEREOF;
THENCE SOUTHEASTERLY, PARALLEL TO THE CENTER LINE OF VACATED 6TH STREET, TO THE NORTH LINE OF BAYVIEW-EDISON ROAD;
THENCE NORTHWESTERLY, ALONG SAID NORTH LINE, TO THE TRUE POINT OF BEGINNING.

PARCEL "B"

THAT PORTION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., LYING SOUTHWESTERLY OF THE SOUTHERLY MARGIN OF BAYVIEW-EDISON ROAD AND SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE SOUTH 89°53'30" WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION A DISTANCE OF 621.58 FEET;
THENCE NORTH 70°49'25" WEST ALONG THE CENTER LINE OF THE EXISTING COUNTY ROAD KNOWN AS BAYVIEW-EDISON ROAD, A DISTANCE OF 247.13 FEET;
THENCE SOUTH 08°09' WEST A DISTANCE OF 20.37 FEET TO THE NORTH LINE OF SAID BAYVIEW-EDISON ROAD AND THE TRUE POINT OF BEGINNING OF THIS LINE DESCRIPTION;

P:\Office\Legal\17-097 EX B 7-23-18.doc

Exhibit B
Legal Description for Plat of Spring Breeze

THENCE CONTINUING SOUTH 08°09'WEST A DISTANCE OF 62.10 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID NORTHEAST 1/4 AND THE TERMINUS OF THIS LINE DESCRIPTION.

(ALSO KNOWN AS A PORTION OF BLOCK 60, "PLAT OF BAY VIEW," MCKENNA AND ELLIOTT'S SECOND ADDITION, AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 19, RECORDS OF SKAGIT COUNTY, WASHINGTON).

ALL OF THE ABOVE BEING SUBJECT TO AND TOGETHER WITH EASEMENTS, RESERVATIONS, RESTRICTIONS, COVENANTS, LIENS, LEASES, COURT CAUSES AND OTHER INSTRUMENTS OF RECORD.

ALL OF THE ABOVE SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.



P:\Office\Legal\17-097 EX B 7-23-18.doc

Exhibit B
Legal Description for Plat of Spring Breeze

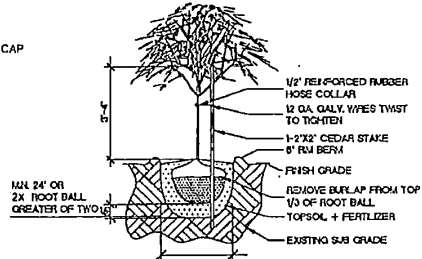
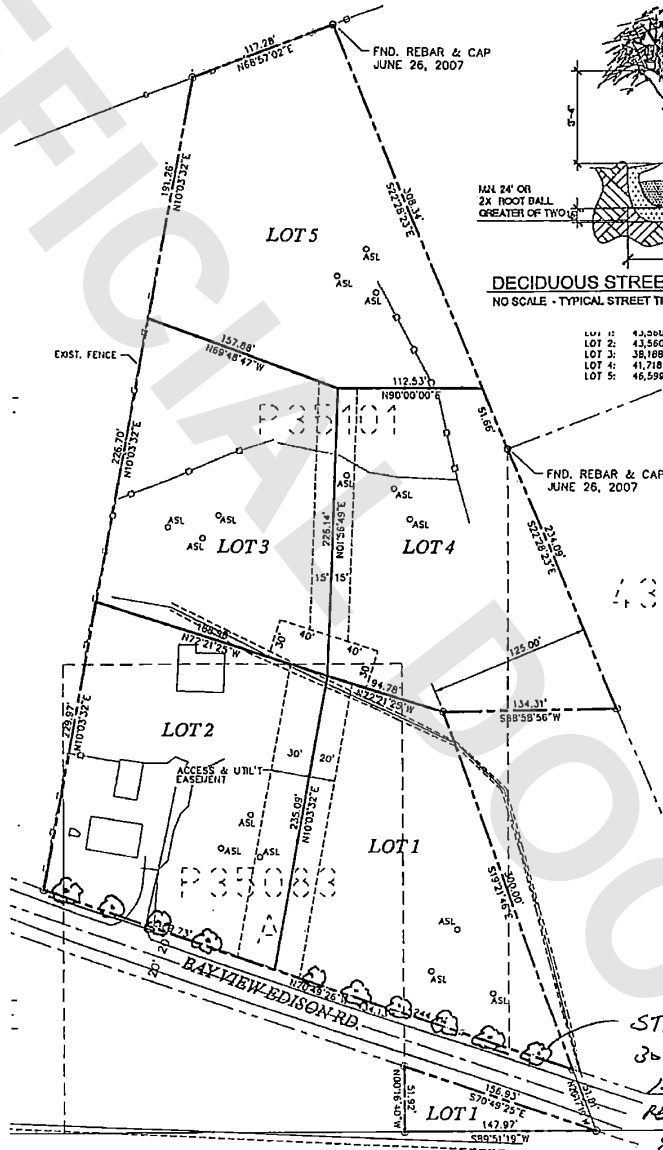
EXHIBIT C
Landscaping Plan for Plat of Spring Breeze

SKAGIT COUNTY
PERMIT CNTR.

MAR 04 2008

RECEIVED
PLUS CNTR.

Landscaping Plan



DECIDUOUS STREET TREE PLANTING

NO SCALE - TYPICAL STREET TREE SPACING 30' O.C.

LOT 1:	43,304 SQ FT
LOT 2:	43,560 SQ FT
LOT 3:	38,188 SQ FT
LOT 4:	41,718 SQ FT
LOT 5:	46,598 SQ FT

Exhibit C
Landscaping Plan for Plat of Spring Breeze

EXHIBIT D
SPRING BREEZE CONSTRUCTION STANDARDS

DEVELOPMENT AND CONSTRUCTION STANDARDS AND GUIDELINES (INCLUDING ARCHITECTURAL SITE AND LANDSCAPE STANDARDS) AND DESIGN REVIEW PROCEDURES FOR CONSTRUCTION IN THE PLAT OF SPRING BREEZE.

I. Introduction

The Development and Construction Standards, Development Guidelines and Design Review Procedures (“Design Guidelines”) are part of the restrictions governing the development of Spring Breeze. These Design Guidelines will serve as the framework of design concepts, with the flexibility to guide the designs for a wide-range of architectural styles. These Design Guidelines also set forth procedures to insure performance and implement quality standards. Re-evaluation and updating of the criteria will occur as deemed necessary.

These Design Guidelines deal with both site and development concepts. As necessary, certain details of construction are discussed to enhance the architectural quality and aesthetic value of Spring Breeze. To insure compliance with the concepts and standards outlined in these Design Guidelines, a review process has been formulated and included to guide the development of Spring Breeze.

These Design Guidelines do not create rights in any third party or bind Tartan Properties LLC (the “Developer”), or Spring Breeze Homeowners Association, (the “Homeowners Association”). The Developer and the Homeowners Association expressly reserve the right to modify or amend these Design Guidelines or to waive the application of any specific provision of them.

In the event of any conflict between the terms of these Design Guidelines and the terms of the Protective Covenants, Conditions and Restrictions for Spring Breeze as amended or supplemented from time to time (the “Declaration”), the terms of the Declaration shall control.

II. Design Review Procedure

A. The Architectural Control Committee. The Architectural Control Committee (“ACC”) has been formed to promulgate these Design Guidelines and the application and review procedures for new construction in the Spring Breeze project. The ACC shall consist of three (3) to five (5) members appointed by Developer. Members will be selected from Spring Breeze Lot Owners, and members must be a Spring Breeze Lot Owner to serve. Each member of the ACC shall have an equal vote, and the majority of all members of the ACC shall constitute a quorum for approval or denial of an application. The ACC shall meet to review applications as needed. The ACC will be controlled by the Developer until the Developer turns over control of the ACC to the Homeowners Association.

B. Purpose of the ACC. The purpose of the ACC is to assure the protection of the covenants, the

Exhibit D - Spring Breeze Construction Standards

Page - 1

environment, and individual property values through the establishment of high standards of architectural review. In order to accomplish this objective, the ACC reviews applications for all new construction, including landscaping, in Spring Breeze. Each application is evaluated on its own merits. The ACC will use these published standards and guidelines for purposes of review but may individually consider the merits of any design due to special conditions that, in the opinion of the ACC, provide benefits to the adjacent lots, the specific lot, or to the Plat of Spring Breeze as a whole. The ACC may also consider the lack of conformity of a design as objectionable to the Spring Breeze community as a whole. The ACC does not seek to restrict individual creativity or preferences, but rather to maintain within Spring Breeze the aesthetic relationship between homes and natural amenities.

C. The ACC shall have jurisdiction over any modifications, additions or alterations made on existing residential improvements. Until such time as the ACC establishes different standards, rules and procedures to govern such areas, the standards, rules and procedures in these Design Guidelines governing new construction shall, except to the extent waived by the ACC, be applied to govern modifications.

D. Design Review Process. The following is an outline of the design review process, its conferences, approvals and submittal requirements. The sequence of submittals may be altered subject to approval by the ACC. If necessary, intermediate reviews and meetings may be requested at the discretion of the ACC. All conferences, approvals and submittal requirements set out below are requirements to be complied with before any clearing, grading, cutting, landscaping, or cutting of trees, underbrush or understory takes place, unless expressly waived in writing by the ACC in its sole discretion. The ACC will, at the request of the owner, meet with the owner and/or his representative to discuss the schedule and design review process.

1. Application for Homesite Construction. Each lot owner desiring to build a new single-family residence on a lot within Spring Breeze must submit to the ACC a fully completed Application for Homesite Construction (Attachment A), together with the applicable application fee.
2. Application for Additions, Improvements, Alterations or Modification. Each owner of a unit or lot who plans to add to or modify in any manner or respect any structure, the exterior of any structure or the grading, excavating, tree removal, extensive landscaping changes, or other substantive change to the property must first submit an Application for Addition, Improvement, Alternation or Modification to the ACC prior to making any such addition or change. The primary goal of this design review procedures is to determine whether the proposed addition or modification conforms to the development standards and architectural criteria adopted by the ACC and is in harmony with the overall design of the Spring Breeze community. Planting of plants, trees, bushes and/or flowers will not require written permission from the ACC if these plantings are not a nuisance to the neighbors or neighborhood.
3. Commencement of Construction. Construction must begin within ninety (90) days after the date of the approval of the application or forfeit all approvals, in which event, a new application must be submitted, and approval obtained before commencement of construction. For purposes hereof, the phrase "commencement of construction" shall

mean the pouring of the footers, or in the event of an addition, improvement, alteration or modification event such as may be determined by the ACC. In addition, construction must be completed, and a Certificate of Occupancy obtained, within 360 days of commencement of construction as defined as above.

4. **Variances.** All variance requests shall be made in writing. Any variance granted must be in writing and shall be considered unique and will not set any precedent for future decisions.
5. **Construction Reviews.** The ACC shall have the right to review the construction process in order to insure to conformance with the approved application and the standards set forth in these design guidelines.
6. **Fees.** All applicants for homesite construction or an addition, improvement or modification may be charged an application fee at the time of application in accordance with the fee and deposit schedule determined by the ACC, as the same may be amended from time to time.

III. Development and Construction Standards and Guidelines

The following standards and guidelines shall apply to any and all construction, improvement, alteration of any structure, to any change to the exterior of any structure, and to grading, excavating, tree removal, landscaping or any other change to the grounds of a Lot within the Plat of Spring Breeze.

A. Start of Construction. No lot clearing or placement of portable toilets will be permitted until all required governmental permits are obtained and formal written approval of the ACC has been granted.

B. Construction Hours. Construction working hours shall be from 6:30 am to 8:00 pm, Monday through Saturday, except on certain holidays. Additional hours may be provided upon approval of the ACC.

C. Site Clean-Up. All construction sites must be maintained in a neat and orderly fashion. Trash from construction work must be contained in a trash dumpster or other suitable method that will assure constant containment and stockpiling of the trash until removal from the site. The Lot Owner is responsible for trash that blows off the site and shall retrieve such trash immediately. There will be no stockpiling or dumping on adjacent lots or on streets. Trash not promptly and properly removed may be removed by the Spring Breeze Association and billed to the responsible Lot Owner. Contractors may use only the utilities provided on the immediate site on which they are working.

D. Clearing of Site. Any plants, vegetation or trees uprooted or cut down on the job site shall be removed from the job site and from the Spring Breeze community as soon as is practicable but no later than ten working days.

E. Builder's Signage. During construction, one standard sign approved by the ACC shall be allowed within the front set-back of the lot to help sub-contractors and others locate the

particular lot within the development. This sign must be removed upon issuance of the Certificate of Occupancy unless the home was built for sale.

F. Construction Damage. Any damage to streets and curbs, drainage inlets or ditches, plat landscaping, sidewalks, street lights, street markers, mailboxes, walls, etc., shall be promptly and properly repaired and/or replaced by the responsible Lot Owner. At the Spring Breeze Association's election, any such damage may be repaired by the Association and billed to the responsible contractor.

G. Telephone/Cable TV, and Utility Lines. If any telephone, cable television, electrical, water, etc. lines are cut, it is the Lot Owner's responsibility to report the accident to the ACC within one business day, and to immediately repair any damage at Lot Owner's sole expense.

IV. Design and Development Guidelines

The Following guidelines shall apply to any and all construction, improvement, or alteration of any structure, to any change to the exterior of any structure, and to grading, excavating, tree removal, landscaping or any other change to the grounds of a lot within the Spring Breeze community.

A. Architectural Design. Each architectural design shall be considered on an individual basis with specific emphasis on impact and harmony with surrounding homes and styles. No one particular architectural design is mandated. All designs, however, must be traditional in style and executed with emphasis on authentic materials.

B. Elevations. All elevation treatments shall follow the common architectural design of the residence as nearly as possible. The elevation treatment of each residence will be considered on an individual basis as to conformity with surrounding homes and styles. Elevation approval shall consist of review of front, side and rear elevations.

C. Exterior Material and Colors. Artificial, simulated, or imitation materials (e.g. aluminum siding, simulated brick, etc.) are not permitted on the exteriors of a residence. The following exterior materials, in most cases, are acceptable and appropriate; provided, however, they are consistent with the architectural design:

1. Stucco – smooth or textured finish; or
2. Masonry – stone, brick, split rock, and ceramic; or
3. Metals – factory finished durable anodized or baked on enamel, wrought iron, or copper; or Corten.
4. Wood – timbers, boards, board and batten, tongue and groove, solid wood siding and rough sawn lumber.
5. Quality, proven composite siding materials, such as James Hardie fiber cement products, shall be considered on a case-by-case basis.
6. Exterior colors and textures which in the opinion of the ACC would be inharmonious, discordant or incongruous shall not be permitted. The color of roofs, exterior walls, doors

and trims shall be harmonious with the exterior color scheme of the residence. Bright colors, other than white, are prohibited at the discretion of the ACC as a dominant color of the residence.

The ACC shall have final approval of all exterior color plans and each owner must submit to the ACC prior to initial construction and development on any lot, a color plan and a materials sample board to include stucco, fascia, soffit, decking, pavers, roof tile or shingles, and any building highlights, etc. If a color board is not available at that time, the minimum requirement is submission within 30 days after permitting; provided, however, in no event may any colors be applied prior to approval by the ACC.

Repainting an approved building the existing colors will not require permission of the ACC.

D. Roofs. Dimensional shingles, tile or cement tile are the required roof materials on all roofs. Roof color shall be an integral part of the exterior color scheme of the residence.

The fascia and roof overhangs must be in proportion and blend with the rest of the residence.

E. Gutters and Downspouts. Gutters and downspouts shall be painted to match the color of the surface to which they are attached. Storm water flow must be directed so as not to affect adjacent property or the common areas of Spring Breeze.

F. Skylights and Solar Collectors. Skylights should have a low profile, preferably be flat or with a slight curve and shall be installed so they are parallel with the roof ridge and edges. The skylight frame shall be painted to match the color of the roof.

Solar collectors on pitched roofs must lie flat on the roof and be placed so that the edges are parallel with and perpendicular to the roof ridge and edges. No part of the installation may be visible above the ridge line. Support brackets, collector frames and exposed pipes shall be painted the roof color and any pipes, wires and control devices shall be concealed. Collectors must be harmoniously integrated with the building and the Lot topography. Collectors placed on roofs shall be located so they cannot be seen from nearby properties. Large solar arrays designed to provide the primary heating source for a building shall appear to be integral with the building.

G. Windows, Doors, Awnings and Shutters. Unfinished aluminum, bright finished, or bright plated metal on exterior doors, windows, frames, screens, louvers, exterior trim or structural members shall not be permitted. Metal frames shall be either anodized or electrostatically painted and be in harmony with the exterior color and texture of the residence. Wood frames must be painted, sealed or stained.

The use of reflective tinting or mirror finishes on windows is prohibited. Jalousie windows and doors shall not be permitted.

Awnings, canopies, and shutters shall not be permitted or affixed to the exterior of the residence without prior approval of the ACC. Awnings, canopies must have straight forward design and be

consistent with the architectural style and scale of the residence to which they will be attached. The color of the fabric must be compatible with the existing building colors, and any exposed frames must be painted to match the trim or the dominant color of the building. If the awning is removed, any and all exposed frames supporting the awning must be removed as well.

Shutters that are functional and operational will be allowed on an individual basis as approved by the ACC. The style of the house must be appropriate for shutters. The shutters should be properly proportioned and sized to match the windows or doors and shall be installed in pairs. The color of the shutters should be coordinated with the colors of the house.

H. Screened Porches, Enclosures and Patios. All screen framing, doors, door frames, and structural portions of the enclosures shall be anodized or electrostatically painted in black or a color in harmony with the exterior color and texture of the residence.

I. Decks. A deck has a significant impact on the appearance of a house. Decks may also affect the privacy and right of enjoyment of adjacent residents. These two factors are weighted heavily in the review of decks. The configuration, detail and railing design of a deck should relate harmoniously with the architectural style of the house.

Wood decks should be constructed with rot-resistant wood and, in many cases, may be left to weather naturally. If decks are stained, the color must relate to the colors of the house. A skirt board must be constructed, and landscape planting should be provided to screen structural elements and to soften the structure visually.

J. Garages, Driveways and Walkways. Each single family detached residence must have a private, fully enclosed garage for not less than two full-size automobiles. Conversion of any garage to living area shall be prohibited. Garages shall be in keeping with the architectural style of the residence.

Double garage doors shall be a minimum of sixteen (16) feet in width and doors for individual stalls shall be a minimum of eight (8) feet in width. All garage doors must be in keeping with the architectural style and material used on the residence. Automatic garage door openers are required on all overhead doors.

Finished concrete, pattern concrete, pavers, brick, interlocking pavers, and impregnated stone finishes are encouraged. Driveways must be of a stable and permanent construction.

K. Walls and Fencing. Walls and fencing can be an intrusion on the open character of the Spring Breeze community and may have both a visual and physical impact on adjoining property. Therefore, privacy walls and fences will be considered on an individual basis. The location of all fences and walls must be approved by the ACC prior to installation. Decorative entry walls, entry gates, courtyard walls, and privacy walls are considered structures appurtenant to the residence and may be allowed within the building set-back.

Any and all walls may not exceed a height of six (6) feet exclusive of pillars or ornaments. The

Exhibit D - Spring Breeze Construction Standards
Page - 6

walls shall be designed and constructed of material compatible with the materials, colors, finishes, textures and architectural style of the principal structure and must be approved by the ACC prior to construction.

L. Swimming Pools, Spas, Hot Tubs and Tennis Courts. Swimming pool design and construction details must be submitted for review and approved by the ACC.

Details pertaining to privacy or visual separation must be included in the submittal.

Pools, spas, and hot tubs shall be located away from adjacent property so that their use, presence, and noise of the mechanical equipment do not adversely affect the use of the adjacent property. Mechanical equipment should be concealed and located so as not to have an adverse effect on the use of adjacent property.

M. Exterior Lighting. All exterior lighting must be approved by the ACC prior to any and all installation of said lighting. Exterior lighting which, in the opinion of the ACC, would create a nuisance to the adjoining property owners, will not be permitted. Motion-activation may be required after Midnight for high-mounted lighting and highly visible lighting. Colored lighting is prohibited. White and yellow lights are acceptable in coach lights and post lights. Seasonal lighting is acceptable without written permission of the ACC.

V. Site Standards and Criteria

The following site standards and criteria shall apply to any and all lots within the Spring Breeze community. To ensure preservation of the natural character of the site and to maintain and enhance the open character of the lots, no construction or alteration of the site shall commence in any manner or respect until the ACC has approved the site plan.

A. Site Plan. A site plan shall be submitted to the ACC prior to any construction or alteration to the homesite for approval.

B. Grading and Drainage. No grading or clearing of trees shall be commenced until the site plan showing the nature and location of the work has been submitted to and approved by the ACC. Fill shall not be deposited at any location without the prior written approval of the ACC. Existing trees and vegetation shall not be disturbed by grading unless otherwise approved by the ACC.

The flow of water shall be directed to existing drainage structures in such a manner as not to allow run-off onto adjacent property. Existing drainage structure shall not be altered or affected in any way.

Paved areas shall be designed so that surface waters shall be collected at intervals in a manner that will not obstruct the movement of vehicular or pedestrian traffic and will not create puddles or ponding in paved or swale areas.

C. Minimum Building Set-Back Requirements. With the exception of driveways, walks, and mailboxes, no structures shall be allowed on any lot outside the building set-back lines.

Minimum building set-back requirements are as follows:

Minimum Front Set-Backs Per County Code

Minimum Rear Set-Backs Per County Code

Minimum Side Set-Backs Per County Code

Accessory structures shall maintain a 20-foot setback from all interior lot lines to preserve views. (The existing shop on Lot 2 is exempt from these set-back requirements.)

D. Size of Residence. The living area of each residence shall contain a minimum of 1,800 square feet for single-level dwellings, and 2,500 square feet for dwellings of more than one level. Living area is defined as heated and/or air-conditioned areas exclusive of garages, porches, patios and terraces.

The placement of the building within the set-back limitations shall be in the most advantageous position to ensure that the views and privacies of surrounding residences are not adversely affected.

E. Maximum Heights. The maximum height of a residence shall be thirty-five (35) feet with no more than three stories. The height restriction or limit for each Lot shall be measured from the crown of the private Roadway at the midpoint of the Lot's longest common boundary with said private Roadway.

ATTACHMENT A REVIEW PROCEDURE FOR HOMESITE CONSTRUCTION

1. Phase One: Preliminary Review

The purpose of the Preliminary Review phase is to determine if the proposed structure meets the general criteria of acceptable design, size, setback, placement, and elevation. Approval by the ACC indicates acceptance of the preliminary plans and design, and allows the Lot Owner to proceed to Phase Two where more specific information, final plans, material specifications, and colors are required. It does not, however, allow the Lot Owner to commence construction.

The following must be submitted for this phase:

- (a) Application for Homesite Construction with the appropriate application fee.
- (b) Site Plan showing property lines, easements, setbacks, placement of structure including driveways, sidewalks, patios, pool, walls appurtenant to the structure, existing grade, fill, finished elevation, and proposed drainage.
- (c) Floor Plans, Elevations, and Building showing elevations (all sides), detail wall sections, detail roof sections, pitch, material type, minimum first floor elevation.

Two sets of the above materials must be submitted to the ACC. The ACC will review the application and return one set of plans to the Builder with the appropriate comments within ten (10) business days.

2. Phase Two: Pre-Construction Review

The following must be submitted for this phase:

- (a) Final construction plans (two sets).
- (b) Material specification and sample board, for all exterior surfaces, showing type and sample of roofs, walls, fascia and trim, windows, doors and garage doors, patios, decks, enclosures and driveways.
- (c) Exterior color plan, showing color samples and textures of all exterior surfaces. If a color board is not available at the time of submission, the minimum requirement is submission within 30 days after permitting; provided, however, in no event may any colors be applied prior to approval by the ACC.
- (d) Mechanical equipment, solar panels, trash containers, etc. location and screening details.

The ACC will review all above materials and return one set of plans to the Builder with the appropriate comments within ten (10) business days. The official date of receipt of all necessary
Exhibit D - Spring Breeze Construction Standards
Page - 9

submittals will be determined by the date entered on the "Receipt for Required Submittals" form. Approval by the ACC of the pre-construction phase submittal will allow the Builder to apply for the necessary permits and commence construction.

SPRING BREEZE CONSTRUCTION APPLICATION

TO: Spring Breeze Architectural Control Committee:

As required by the Declaration of Restrictions for Spring Breeze, this application and required fees for homesite construction are hereby submitted for review by the Architectural Control Committee.

I understand that no construction shall commence in any manner or respect until approval by the Architectural Control Committee has been granted.

Applicant _____

Date _____

Signature _____

Lot _____ Builder _____

Owner _____ Address _____

Address _____

Phone _____

Phone _____

Architect _____

Address _____

Phone _____

Anticipated Start Date _____ Project Completion Date _____

REQUIRED SUBMITTALS

Required for Application Review Phase (Check all items submitted):

- 1) Application Fee (\$250)
- 2) Site Plan; 2 sets showing:
 - a. Property lines, easements, and setbacks
 - b. Placement of structure including driveways, sidewalks, patios, pool and walls appurtenant to the structure.
 - c. Existing grade, fill, finished elevation and proposed drainage.
- 3) Floor Plans – 2 sets showing:
 - a. Elevations, all sides
 - b. Detail wall sections, detail roof sections, pitch, material type
 - c. Minimum first floor elevation

Required for Pre-Construction Review (Check all items submitted);

- Final Plans on all the above – 2 sets
- Exterior Material Specification and Sample Board. Type and sample of roofs, walls, facia and trim; sample or manufacturer’s illustration of windows, doors and garage doors, patios, decks, enclosures and driveways
- Exterior Color Plan showing color samples and textures of all exterior surfaces.

GENERAL INFORMATION

of Stories:

of Bedrooms:

of Baths:

Garage Capacity:

Square Footage:

1st Floor _____

2nd Floor _____

3rd Floor _____

Garage _____

Total Gross Sq. Footage _____

Setbacks

Front: _____ Rear: _____

Side: _____

Height: _____ (35’ Maximum)

Finished floor elevation: _____

Exterior features (include color chips, materials, samples of product, photos, etc. with application)

Exhibit D - Spring Breeze Construction Standards

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COLOR/FINISH DESCRIPTION

Wood Siding _____

Stone _____

Brick _____

Stucco _____

Roofing _____

Facia _____

Soffit _____

Gutters _____

Chimney _____

Windows _____

Trim & Raised Bands _____

Entry Door _____

Garage Door _____

Shutters, Awnings _____

Porch/Patio/Deck Floor _____

Driveway _____

Design Review Procedure for an Addition, Improvement or Modification:

Application by a property owner for an addition, improvement, alteration, modification, or change to the existing property is a two-phase process as follows:

Application and Review. The purpose of this phase is to determine if the proposed alternation conforms to the development standards and architectural criteria established by the ACC and that there will be no adverse effect to neighboring properties.

The applicant is required to submit the following:

- A. Application letter with application fee.
- B. Detailed, thorough explanation of the proposed change, including plans, drawings, and any other pertinent information helpful to the ACC in its review.

Depending on the nature of the proposal, the ACC may also require specifications, material samples, color charts, spot surveys, or any other information deemed necessary for its review process, including approvals in writing from abutting property owners.

Once all required materials and information have been submitted, the ACC will review the application and forward a decision to the Applicant within ten (10) business days.