

# PSA EXHIBIT B

## THIRD AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CHINOOK MEADOWS TO ADD ADDITIONAL REAL PROPERTY

THIS THIRD AMENDMENT OF THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CHINOOK MEADOWS ("Third Amendment") is made this \_\_\_ day of \_\_\_\_\_, 2018, by BLE 7, LLC, a Washington limited liability company, assignee of a portion of the rights as Declarant held by Bonney Lake Estates, LLC, a Washington limited liability company ("Additional Declarant"), for the real property described in Exhibit A, and for the additional real property that the Additional Declarant elects to add to the Declaration by this Third Amendment, also described in Exhibit A and referred to in the public record as \_\_\_\_\_, the plat of which is recorded at Pierce County Auditor's number \_\_\_\_\_. This Third Amendment modifies the Declaration of Covenants, Conditions and Restrictions for Chinook Meadows recorded at Pierce County Auditor's Number 201312230406, and is preceded by the First Amendment to Declaration of Covenants, Conditions and Restrictions for Chinook Meadows recorded at Pierce County Auditor's Number 201705160115 (adding Phase 2) and the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Chinook Meadows recorded at Pierce County Auditor's Number 201806290791 (adding Phase 3). This Third Amendment shall be effective upon Recording.

For the purpose of this Third Amendment only, Declarant Bonney Lake Estates, LLC has assigned to the Additional Declarant the right of Declarant to make the Additional Property described herein a part of the Properties subject to the Declaration. Declarant joins with the Additional Declarant in the execution of this Third Amendment to effectuate the limited assignment of Declarant rights needed to subject the Additional Property to the terms of the Declaration.

A. Additional Property. The Additional Declarant is the owner in fee simple of the real property legally described in Exhibit A under the title "Additional Property" (hereafter referred to herein as the "Additional Property"). The purpose of this Amendment is to add the Additional Property to the Declaration, subject it to the terms of the Covenant, and to confirm the title to all Common and Community Areas located in the Additional Property in the Chinook Meadows Homeowners Association. The Additional Property qualifies under Article IX, Section 9.1 of the Declaration to be added to the definition of the "Properties" contained in the Declaration in Article II, definition number 2.24. Therefore, the Additional Declarant, which owns such Additional Property, elects to subject the Additional Property to the terms of the Declaration as permitted by Article IX. The Additional Property and the Property (including the portion of the Property added by the First and Second Amendments to the Declaration), collectively the "Properties," are henceforth subject to the terms of the Declaration, and the Owners of Units located on such Additional Property are hereby granted all the rights and benefits to which Members of the Association are entitled.

The undersigned hereby covenant, agree and declare that all of the Additional Property and Housing Units constructed on the Additional Property are and will be held, sold and conveyed subject to the Declaration, which are made for the purpose of enhancing and protecting the value, desirability and attractiveness of the Properties and the Additional Property for the benefit of all of the Properties, the Additional Property and the owners thereof. The covenants, restrictions, reservations and conditions contained in the Declaration and this Third Amendment shall run with the Properties and Additional Property as easements and equitable servitudes, and shall be binding upon the Properties and Additional Property and each portion thereof, and all persons owning, purchasing, leasing, subleasing or

---

occupying any Lot on the Properties and the Additional Property, and upon their respective heirs, successors and assigns.

B. Additional Common and Community Area. The portion of the land located in the plat of the Additional Property legally described in Exhibit B depicted on Sheet 2 of the Plat as the “Storm Tract” is hereby conveyed to the Chinook Meadows Homeowners Association as Common Area and Community Area, pursuant to Declaration Sections 2.9 and 2.11. The Association shall administer the Storm Tract consistent with Article VII of the Declaration.

C. Exclusive Common Area Located in Additional Property. The private road easements depicted on the Plat of the Additional Property are Exclusive Common Areas, as defined in the Declaration, Article XII, provided for the purpose of access of the Units to a public right-of-way. The private road easements are established for the benefit of all the Owners of Units located in the Additional Real Property regardless of whether any specific easement is utilized by the Owner of a Unit for gaining access to the Owner’s Unit, and may be used by guests, licensees and invitees of the Owners, as well as all safety and utility service personnel. The provisions of Articles XII shall apply to the maintenance, repair and replacement of the private road and all other improvements contained in the private road easements. All the Units located in the Additional Property are benefited by all of the private road easements, and shall share equally in the cost of their maintenance, repair and replacement. The Association shall administer for the benefit of the Owners of Units located in the Additional Property the maintenance, repair and replacement of the private road improvements, and shall assess the Unit Owners within the Additional Property described in this Third Amendment an additional annual assessment, separate from the Unit Owners located in other Plats administered by the Association, for the costs related to the private roads, privacy gates, any perimeter fencing, private storm system related items, phone line, electricity and any other item that is related to the specific operation unique to this Phase. Street lighting and all entrance landscaping costs are Common Area and Not Exclusive Common Area,. The Association shall establish and collect for reserves appropriate to perform maintenance, repair and replacement of the private roads for the Owners of Units located in the Additional Property.

D. Use Restrictions Applicable to the Additional Property Only. The Use Restrictions described in or adopted pursuant to Article III of the Declaration shall not apply to the Additional Property described in this Third Amendment. Exhibit B contains the Use Restrictions applicable only to the Additional Property. The Use Restrictions may be modified or new ones adopted by the Owners of Units located on the Additional Property, in the manner described in the Declaration but with only the Owners of Units located on the Additional Property participating in the vote.

E. Residential Design Review and Design Guidelines Applicable to the Additional Property Only. The Residential Design Review process and Design Guidelines described in or adopted pursuant to Article IV, Sections 4.2 and 4.3 of the Declaration shall not apply to the Additional Property described in this Third Amendment. Exhibit C contains the Residential Design Review and Design Guidelines applicable only to the Additional Property. The Design Guidelines may be modified or new ones adopted by the Owners of Units located on the Additional Property, in the manner described in the Declaration but with only the Owners of Units located on the Additional Property participating in the vote.

F. Assessments Applicable Only to Units Located on Additional Property. The assessments upon Units located in the Additional Property shall be the same sum assessed against all of the Property, increased by a sum specially assessed against the Owners of Units located on the Additional Property (“Surcharge”) made for the purpose of maintaining Exclusive Common Areas within

the Additional Property. The Surcharge may be modified by the Association in the same manner as any other assessment, but any vote to modify or reject the budget and Surcharge related to the Additional Property only shall be voted upon by the Owners of Units located on the Additional Property.

IN WITNESS WHEREOF, the undersigned Declarant and Additional Declarant have executed this Third Amendment of the Declaration the date and year first written above.

BONNEY LAKE ESTATES, LLC, a Washington limited liability company, Declarant

By: \_\_\_\_\_  
Kurt Wilson, Manager

STATE OF WASHINGTON     )  
  )  
COUNTY OF KING         )     ss.

I certify that I know or have satisfactory evidence that Kurt Wilson is the person who appeared before me, and that person acknowledged signing this instrument, on oath stated their authority to execute the instrument and acknowledged it as the Manager of Bonney Lake Estates, LLC, a Washington limited liability company, on behalf of whom instrument was executed to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED and SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
(printed name): \_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires: \_\_\_\_\_

BLE7, LLC, a Washington limited liability company,  
Additional Declarant

By: \_\_\_\_\_  
Kurt Wilson, Manager

STATE OF WASHINGTON     )  
  )  
COUNTY OF KING         )     ss.

I certify that I know or have satisfactory evidence that Kurt Wilson is the person who appeared before me, and that person acknowledged signing this instrument, on oath stated their authority to execute the instrument and acknowledged it as the Manager of BLE7, LLC, a Washington limited liability company, on behalf of whom instrument was executed to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED and SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
(printed name): \_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires: \_\_\_\_\_

**EXHIBIT "A"**

**The Property**

Phase 1:

Lots 1-38 and Tracts A, B, C, D, E, F and G of the plat of Chinook Meadows Scenic Point, according to the plat thereof recorded at Pierce County Auditor's Number 201312235001, records of Pierce County, Washington.

Phase 2:

Lots 1-30, Tracts A, B, C, D, E, F, G, H, and L of the plat of Wildwinds at Chinook Meadows Phase II, according to the plat thereof recorded at Pierce County Auditor's Number 201705165001, records of Pierce County, Washington.

Phase 3:

Lots 31-85, Tracts A, B, C, D and E of the plat of Elk Run at Chinook Meadows (Bonney Lake Estates - Phase 3), according to the plat thereof recorded at Pierce County Auditor's Number 201806295011, records of Pierce County, Washington.

**The Additional Property**

Lots 1-32 and the Storm Water Tract of \_\_\_\_\_, according to the plat thereof recorded at Pierce County Auditor's Number \_\_\_\_\_, records of Pierce County, Washington.

Situate in the County of Pierce, State of Washington.

## EXHIBIT "B"

### INITIAL USE RESTRICTIONS APPLICABLE TO ADDITIONAL PROPERTY ONLY

The following Use Restrictions shall apply to the Additional Property until such time as they are amended, modified, repealed, or limited by the Association and the Owners of the Additional Property, pursuant to Article III of the Declaration and paragraph D of the Third Amendment.

(a) General. The Properties shall be used only for residential, recreational, and related purposes. Residences shall be designed and constructed for use by a single family only.

(b) Restrictions. The following are prohibited within the Properties unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board:

(1) Temporary Structures Prohibited. No basement, tent, shack, garage, barn or other outbuilding or buildings or any structure of a temporary or moveable character erected or placed on the Properties shall at any time be used as living quarters except as specifically authorized by the PIC.

(2) Nuisances. No noxious or undesirable thing, activity or use of any Unit in the Properties shall be permitted or maintained. If the PIC shall determine that a thing or use of any Unit or any part of the Properties is undesirable or noxious, such determination shall be conclusive. The PIC may recommend and the Board may direct that steps be taken as is reasonably necessary including, without limitation, the institution of legal action or the imposition of fines in the manner authorized by RCW Chapter 64.38, to abate any activity, remove anything or terminate any use of property which is determined by the PIC or described in this Declaration to constitute a nuisance.

(3) Limitation on Animals. No animal, livestock or poultry of any kind shall be raised, bred or kept on any Lot for any commercial purpose, and they shall not be kept in numbers or under conditions reasonably objectionable in a residential community. Animals shall not be allowed to roam loose outside the limits of any Unit on which they are kept. Each Owner shall be responsible for cleaning up after his or her animal for any waste or damage to any portion of the Additional Property. In the event that any animal creates a nuisance based upon the noise or living conditions for the animal, whether such noise or conditions are normal for generally-recognized standards of husbandry, the Association may order the removal of the animal to abate the nuisance, in the Association's sole, subjective discretion.

(4) Limitation on Signs. The Association may regulate or prohibit all signs, to the full extent allowed by State law. The Association may establish guidelines or restrictions including duration, location and appearance of signs. In addition to other rights reserved to Declarant in the Declaration, Declarant hereby reserves for itself and all Builders, so long as Declarant or any Builders own any Lot, the right to maintain upon the Properties such signs as in the opinion of Declarant are required, convenient or incidental to the merchandising and sale of the Lots.

(5) Completion of Construction Projects. The work of construction of all building and structures shall be pursued diligently and continuously from commencement of construction until the structures are fully completed and painted. All structures shall be completed as to external appearance, including finish painting, within one year of the date of commencement of construction, except such construction as is performed by Declarant, which shall be exempt from the limitations contained in this

---

Section. Except with the approval of the Board, no person shall reside on the premises of any Unit until such time as the improvements to be erected on the Unit in accordance with the plans and specifications approved by the Board have been completed. The front yard, including up to the edge of the edge of asphalt or gravel shoulder in the adjacent right-of-way (or private road tract) fronting any Lot shall be landscaped. Landscaping must be completed within 90 days of completion of a Unit. If inclement weather conditions prevent the timely installation of said landscaping improvements, the Lot Owner must make application to the Committee for an extension of time until weather conditions sufficiently improve. The installation and maintenance of landscaping improvements up to the edge of gravel shoulder is required of each Owner. It is anticipated a manicured yard will be incorporated into a surround of maintained field grass in order to maintain the character of the community.

(6) Unsightly Conditions. No unsightly conditions shall be permitted to exist on any Unit. Unsightly conditions shall include, without limitation, laundry hanging or exposed in view for drying, litter, trash, junk or other debris; inappropriate, broken or damaged furniture or plants; non-decorative gear, equipment, cans, bottles, ladders and other such items; and no awnings, air conditioning units, heat pumps or other projections shall be placed on the exterior walls of any Unit unless prior written approval shall have been obtained from the PIC. Owners should insure garbage containers are secure from overflowing or spills and to keep litter and debris picked up around their property at all times.

(7) Antennas, Satellite Reception. Satellite dishes of no more than one meter in diameter or diagonal measurement are permitted on the Properties without PIC approval. All over-the-air reception devices shall comply with the Residential Design Guidelines or other applicable rules adopted by the Association pertaining to the means, method and location of antennas and satellite dishes. PIC approval will be consistent with FCC regulations.

(8) Setbacks. No building shall be located on any Unit nearer to the front lot line or nearer to the side street than the minimum building setback lines adopted by the governmental authority with jurisdiction over the Properties.

(9) Roofs. Roofs on all buildings must be finished with materials approved for use by the PIC. More than one type of material may be approved.

(10) Barriers. In order to preserve the aesthetics of the Properties, no fence, wall or hedge ("Barrier") shall be erected or placed on any Unit unless prior written approval has been obtained from the PIC. The design and color of any Barrier on the Additional Property, whether visible to the other Units or not, shall be constructed and finished according to the standard detail, as such detail is initially designated by the PIC. If a standard detail is attached to this Declaration, such e detail and any required color may be modified by the PIC. Barriers are only permitted on side and rear property lines. However, no Barrier shall be allowed on any side or rear property line closer to the front property line than the adjacent residential structure, unless specifically approved by the PIC. For corner Units, this applies to both street frontage measurements. Barriers are not permitted on front easement lines, or on side street property lines for corner Units, except as may be otherwise approved by the Declarant as part of the subdivision improvements, unless otherwise approved by the PIC. Electric wire may be attached to or erected inside of the Barrier for livestock corralling in a manner which minimizes its appearance. Any Barrier installed in the Plat on any Unit which does not meet the standards set forth by the PIC shall be removed at the Owner's expense upon demand by the PIC.

(11) Underground Utilities Required. Except for any facilities or equipment provided by the Declarant or any utility, all electrical service, telephone lines and other outdoor utility lines shall be placed underground.

(12) Sales and Construction Facilities. Notwithstanding any other provision in this Declaration to the contrary, it is expressly permissible for Declarant, a Builder, and their agents, employees or nominees, to maintain on any portion of the Properties owned by Declarant, a Builder or on the Common Areas such facilities as the they may reasonably feel are required, convenient or incidental to the construction and/or sales of Units or improvements thereon. Declarant may permit, in writing, an individual Owner or third-party purchaser to maintain temporary equipment and construction material on the Owner's Unit when the Declarant feels the same is reasonably required, convenient or incidental to construction activities for improvement of the Unit.

(13) Drainage Waters. Following original grading of the roads and ways of the Properties, no drainage waters shall be diverted or blocked from their natural course so as to discharge upon any public road rights-of-way. Each Owner shall be responsible to control surface flow of water so that it does not adversely affect neighboring Units. Collection of water to a point discharge onto neighboring Units is strictly prohibited. The Owner of any Unit, prior to making any alteration in the drainage system, must make application to and receive approval from the applicable governmental jurisdiction. Any enclosing of drainage waters in culverts or drains or rerouting thereof across any Unit as may be undertaken by or for the Owner of any Unit shall be done by and at the expense of such Owner.

(14) NBA Restrictions and Maintenance. All areas designated on the Plat as Native Growth Protection Area, Sensitive Area, Buffer, Natural Buffer Area, Wetland or Wetland Buffer (collectively, "NBA") shall be left permanently undisturbed in a substantially natural state. No clearing, grading, filling, building construction or placement, or road construction of any kind shall occur within these areas, except the activities approved by the Local Jurisdiction. Some activities that may be permitted are: (1) underground utility lines and drainage discharge swales may cross such areas, utilizing the shortest alignment possible if and only if no feasible alignment is available which would avoid such a crossing; (2) fences, when the NBA and its buffer are not detrimentally affected; and (3) removal of hazardous vegetation by the Owner of a Unit on which a NBA is located. The Association shall be responsible for operating, maintaining and restoring the condition of the NBA in the event any unauthorized disturbance occurs; however, in the event that this disturbance is determined to be the fault of a party, the Association may pursue a claim for reimbursement of damages to the NBA from the party disturbing the area.

(15) Deviation by Consent of Declarant. Declarant hereby reserve the right to enter into an agreement with the Owner of any Unit (without the consent of the Owner of any other Unit) to deviate from the conditions, restrictions, limitations or agreements contained in this Declaration. Any deviation shall be manifested in an agreement in writing and shall not constitute a waiver of any such condition; restriction, limitation, or agreement as to the remaining Lots located on the Properties; and the condition, restriction, limitation or agreement waived by Declarant shall remain fully enforceable as to all other Lots located in the Properties.

(16) Timeshares. No operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years, is permitted. However, the Declarant may operate such a program and may permit others to operate such a program in the Plat.

(17) Conversion of Carports or Garages. Conversion of any carport, garage, attic, or other unfinished space, other than a basement, to finished space for use as an apartment or other integral part of the living area on any Unit is prohibited.



(18) Irrigation Systems. No sprinkler or irrigation systems or wells of any type may draw upon water from lakes, creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within the Properties, except that Declarant and its designees shall have the exclusive right to draw water from such sources and to reduce the level of such bodies of water, if and to the extent allowed by the Permits.

(19) Burning. No open-air burning or use of wood stoves is permitted, except in compliance with Local Jurisdiction Ordinances. However, outdoor cooking facilities, such as barbeques, are permissible subject to rules, regulations, and Local Jurisdiction Ordinances.

(20) Limitation on Storage of Vehicles. Except as hereinafter expressly provided, the Units, Common Areas and/or streets located on the Properties shall not be used for the storage and/or overnight parking of any vehicle other than private family automobiles, trucks, motorcycles, boats, recreational vehicles and commercial vehicles operated by a person residing at the Unit (provided that such commercial vehicles contain a single rear axle). No inoperable vehicles of any kind shall be parked, stored, maintained, or constructed on any Unit or street unless stored in a garage. Owners who have guests visiting them intending to stay in a camper, trailer, or other form of recreational vehicle, may park a vehicle on the driveway of a Unit for a period of up to 72 hours, and not to exceed two weeks in any calendar year. An Owner that stores a recreation vehicle off-site may park the vehicle on the driveway of a Unit for the purpose of preparing for departure or upon return, to facilitate preparation and return from travel.

(21) Changing Unit Contours and Drainage; Subdivisions. The surface grade or elevation of the various Units shall not be substantially altered or changed in any manner which would affect the relationship of such Unit with other Units, or which would result in materially obstructing the view of Mount Rainier from any other Unit, or which would otherwise produce an effect out of harmony with the general development of the immediate area in which said Unit is located. Whether or not such alteration or change in the elevation or grade of any Unit would be prohibited shall be determined by the Declarant during the Class "B" Control Period in its sole and uncontrolled discretion. No further subdivision of any Unit without resubmitting for formal plat procedure is allowed. The sale or lease of less than a whole Unit in the Plat is expressly prohibited.

(22) Garbage Disposal. The Owners of the Units shall ensure that no garbage can or other receptacle will be visible from any place outside the residence except on collection day.

(23) Day Care Facilities for Children. An Owner may operate a licensed child day care business in a Unit, if approved by the Board. Such approval may only be granted, in the sole discretion of the Board, if the Owner can establish that: 1) all applicable governmental zoning and land use classifications lawfully permit such usage, 2) the business and Owner are licensed to operate such a day care business by the governmental authorities with jurisdiction over such operation, 3) the day care business will be operated only between the hours of 7 a.m. and 6 p.m. and only on Monday through Friday, 4) no more than (4) children, in addition to those children in the Owner's immediate family, are enrolled in either a part or full-time capacity in such day care program, 5) the Owner of the Unit operating such day care facility will fully oversee, restrict and supervise all children enrolled and will limit such activities strictly within the confines of their Unit, 6) the Owner of the Unit indemnifies and holds the Declarant, the Board and the Association fully harmless from any and all liability and causes of action of whatever kind arising by virtue of the Owner's operation of a day care, 7) prior to commencing such business operations and continuing for all times the business operates, the Owner of the Unit makes the

Association an additional insured in a policy of liability insurance in an amount not less than \$1,000,000.00, and 8) such day care operation does not interfere or otherwise violate any other provisions of this Declaration, including, but not necessarily limited to vehicle parking and signage restrictions. The Declarant, the Board, and the Association shall not be deemed to be a partner or joint venturer, nor shall be deemed to hold an interest in such business operation, because permission to operate such a day care business was given by the Board.

(24) Additional Buildings and Improvements. All buildings and improvements require prior PIC approval of construction materials, location, design, and overall aesthetic appearance. All sheds or outbuildings need to be of "stick-built" construction and shall match the appearance of the main dwelling. Swimming pools and sport courts are allowed but must meet all applicable county/city codes for security, setbacks and size.

## EXHIBIT C – DESIGN REVIEW AND GUIDELINES

(Replacing Sections 4.2 and 4.3 of the Declaration, applicable only to the Additional Property)

### 4.2. Design Review.

(a) By Declarant. Each Owner, by accepting a deed or other instrument conveying any interest in any portion of the Properties, acknowledges that Declarant has a substantial interest in ensuring that the improvements within the Properties enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market, sell, or lease their property. Therefore, each Owner agrees that no activity within the scope of this Article ("Work") shall be commenced on such Owner's Unit unless and until Declarant or Declarant's designee has given its prior written approval for such Work, which approval may be granted or withheld in Declarant's or Declarant's designee's sole discretion. So long as the Declarant is voting member of the Association, the Declarant shall have the right to waive Design Review for builders. Any such waiver shall not exempt said builder from any of the standards or restrictions articulated in the Declaration, and all structures and improvements shall meet all standards and restrictions contained in the Declaration and this Amendment, subject to any variations approved by the Reviewer.

In reviewing and acting upon any request for approval, Declarant or its designee shall be acting solely in Declarant's interest and shall owe no duty to any other Person. Declarant's rights reserved under this Article shall continue so long as Declarant owns any portion of the Properties or any real property described in Exhibit A, unless earlier terminated in a written instrument executed and Recorded by Declarant. Declarant may, in its sole discretion, designate one or more Persons from time to time to act on Declarant's behalf in reviewing applications hereunder.

Declarant may from time to time, but shall not be obligated to, delegate all or a portion of the Declarant's reserved rights under this Article to an architect, engineer, or other qualified persons who may or may not be Members of the Association. Any such delegation shall be in writing, specifying the scope of responsibilities delegated, and shall be subject to (i) Declarant's right to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (ii) Declarant's right to veto any decision which Declarant determines, in Declarant's sole discretion, to be inappropriate or inadvisable for any reason. So long as Declarant has any rights under this Article, the jurisdiction of the foregoing entities shall be limited to matters specifically delegated by Declarant.

(b) After Declarant's Control Ends. Upon delegation by Declarant or upon expiration or termination of Declarant's rights under this Article, the Association, acting through the architect, engineer or other qualified person appointed by the Declarant, shall assume jurisdiction over design, property modification and architectural matters in the Property until a residence design plan has been submitted and approved for each Unit contained within the Additional Property. After plans for a residence have been approved for each Unit located in the Additional Property, a Property Improvement Committee ("PIC") shall be appointed by the Association for future Design Review. The PIC, when appointed, shall consist of at least three, but not more than seven, persons who shall serve and may be removed and replaced in the Board's discretion. The members of the PIC need not be Members of the Association, the Board, or representatives of Members, and may, but need not, include architects, engineers, or similar professionals, whose compensation, if any, shall be established from time to time by the Board. If the PIC is not formed, or is determined to lack authority to exercise the powers assigned to it for any reason, the Board shall act as the PIC and may delegate any portion of the PIC's duties to

any person, subject to final approval or ratification by the Board. The PIC may be broken into or may form subcommittees to preside over particular areas of review (e.g., a new construction subcommittee and a modifications subcommittee.) Any reference herein to the PIC should be deemed to include a reference to any such subcommittee.

Unless and until such time as Declarant delegates all or a portion of its reserved rights to the PIC or Declarant's rights under this Article terminate, the Association shall have no jurisdiction over architectural matters. For purposes of this article, the entity having jurisdiction in a particular case shall be referred to as the "Reviewer."

(c) Reviewer Fees; Assistance. The Reviewer may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers, or other professionals. Declarant and the Association may employ architects, engineers, or other persons as deemed necessary to perform the review. The Board may include the compensation of such persons in the Association's annual operating budget as a Common Expense.

#### 4.3. Guidelines and Procedures.

(a) Residential Design Guidelines. Declarant may prepare the initial Residential Design Guidelines, which may contain general provisions applicable to all of the Properties as well as specific provisions which vary from area to area within the community. The Residential Design Guidelines are not the exclusive basis for decisions of the Reviewer and compliance with the Residential Design Guidelines does not guarantee approval of any application. Absence of adopted Residential Design Guidelines shall not limit the PIC's ability to exercise its powers; however, when disapproving an application for permission to perform Work, the PIC shall describe the basis for its decision if it is unable to refer to adopted Residential Design Guidelines as the reason for its election to disapprove an application.

Declarant shall have sole and full authority to amend the Residential Design Guidelines in a manner consistent with the Permits as long as the Declarant owns any portion of the Properties or has a right to expand the Properties pursuant to Section 9.1, notwithstanding a delegation of reviewing authority to the PIC, unless Declarant also delegates the power to amend to the PIC. Upon termination or delegation of Declarant's right to amend, the PIC shall have the authority to amend the Residential Design Guidelines in a manner consistent with the Permits, with the consent of the Board. Any amendments to the Residential Design Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. Except for conditions of the Permits, there shall be no limitation on the scope of amendments to the Residential Design Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Residential Design Guidelines less restrictive.

The Reviewer shall make the Residential Design Guidelines available to Owners and Builders who seek to engage in development or construction within the Properties. In Declarant's discretion, such Residential Design Guidelines may be Recorded, in which event the Recorded version, as it may unilaterally be amended from time to time, shall control in the event of any dispute as to which version of the Residential Design Guidelines was in effect at any particular time.

(b) Procedures. No Work shall commence on any portion of the Properties until an application for approval has been submitted to and approved by the Reviewer. Such application shall include plans and specifications ("Plans") showing site layout on a scale of one inch equals twenty feet (1"=20 feet), including topographical information if the Unit contains grade differences of more than ten vertical feet from one Unit boundary to another, structural design, exterior elevations, exterior materials and colors, landscaping, drainage, exterior lighting, irrigation, interior layout and other features of proposed construction, as applicable. The Residential Design Guidelines and the Reviewer may require the submission of such additional information as may be reasonably necessary to consider any application, and may specify the format for delivery of such information.

In reviewing each submission, the Reviewer may consider any factors it deems relevant, including, without limitation, harmony of external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.

The Reviewer shall respond in writing to the applicant at the address specified in the application. The response may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. The Reviewer may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections.

In the event that the Reviewer fails to respond in a timely manner (as provided in the Residential Design Guidelines), approval shall be deemed to have been given, subject to Declarant's right to veto approval by the PIC pursuant to this Section. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Residential Design Guidelines unless a differing design proposal has been approved pursuant to Section 4.5. Notice shall be deemed to have been given at the time the envelope containing the response is deposited with the U. S. Postal Service. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the applicant. The Board may also adopt other methods for providing notice, by promulgation of Rules describing such notice procedures.

Until expiration of Declarant's rights under this Article, the PIC shall notify Declarant in writing within three business days after the PIC has approved any application relating to proposed Work within the scope of matters delegated to the PIC by Declarant. The notice shall be accompanied by a copy of the application and any additional information which Declarant may require. Declarant shall have 10 days after receipt of such notice to veto any such action, in its sole discretion, by notice to the PIC and the applicant.

If construction does not commence on a project for which Plans have been approved within one year after the date of approval, such approval shall be deemed withdrawn and it shall be necessary for the Owner to reapply for approval before commencing the proposed Work. Once construction is commenced, it shall be diligently pursued to completion. All Work shall be completed within one year of commencement unless otherwise specified in the notice of approval or unless the Reviewer grants an extension in writing, which it shall not be obligated to do. If approved Work is not completed within the

required time, it shall be considered nonconforming and shall be subject to enforcement action by the Association, Declarant or any aggrieved Owner.

The Reviewer may, by resolution, exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

(c) Initial Residential Design Guidelines. The initial Residential Design Guidelines applicable to the Additional Property include the following:

1. Size/Height. No residence shall be constructed which exceeds the allowable height set forth in the Pierce County Zoning Code for this zone. No single structure shall be altered to provide residence for more than one (1) family. Rambler-type residences (residence consisting of a basement and one story, or residence consisting of a single story) shall contain at least 3,000 heated square feet. Multi-story residences (residence consisting of a basement and two or more stories, or residences consisting of two or more stories) shall contain at least 3,500 heated square feet. In computing the total square footage of a residence, the basement shall not be included, nor shall garages or enclosed decks be included.

2. Building Materials. All homes constructed shall be built of new materials, with the exception of "decor" items such as used brick, weathered planking, and similar items. The Reviewer will determine whether a used material is a "decor" item. In making this determination, the Reviewer will consider whether the material harmonizes with the aesthetic character of the Additional Property and its improvements, and whether the material would add to the attractive development of the community. All roofs are to be concrete shingle, tile, metal, cedar shake, cedar shingle, or architectural grade composition roofing (50-year minimum/CertainTeed Presidential Shake or equal) of a color approved by the Reviewer, or similar material, unless otherwise approved by the Reviewer. Metal roofs are encouraged for decor items or accents (example copper accents above windows, copper turret), which must be approved by the Reviewer.

All siding and trim are to be made of re-sawn wood, stucco, Drivit, "LP"-type siding, Hardie-Plank concrete, or similar material, all of a color approved by the Reviewer. All visible masonry shall be new or decorative brick or tile, or similar decorative masonry units, such as river rock or stone.

The exterior of all construction on any Lot shall be designed, built, and maintained in such a manner as to blend in with the natural surroundings and landscaping within the surrounding community. This includes portions of the Unit remaining as maintained field grass and differentiated as such on the landscape plan approved by the Reviewer. Exterior colors must be approved by the Reviewer. Exterior trim, fences, doors, railings, decks, eaves, gutters, and the exterior finish of garages and other accessory buildings shall be designed, built, and maintained to be compatible with the exterior of the structures on the Unit.

3. Setbacks. No structures shall be located within one Hundred (100) feet of the front Unit boundary line (tract line or public right-of-way) All interior boundary lines (side yard and rear yard) shall maintain a 25-foot setback regardless of the permitted setbacks in Pierce County code. However, on a corner lot, the abutting property line on a public right-of-way or private road tract that does not provide primary access must be set back a minimum of 50 feet. For the purpose of these Design Guidelines, eaves, steps, chimneys, and open porches shall not be considered as part of the dwelling; provided, however, that this shall not be considered to permit any portion of a dwelling on a Unit to encroach upon any required setbacks by local codes, or to encroach upon another Unit or upon any easements

identified on the face of the Plat or as otherwise recorded, or upon the Areas of Common Responsibility. In no event shall any structures violate any provisions of any applicable building or zoning ordinance, or any specific setbacks as set forth on the recorded Plat map, or any setbacks imposed through the establishment of easements for utilities or access.

4. Driveways. All driveways shall be paved with asphalt paving, concrete, paver materials or exposed aggregate concrete, unless otherwise approved by the Reviewer. A maximum of one (1) driveway per Unit will be allowed. In no circumstance will gravel driveways be permitted between the residence and the street.

5. Driveway Pilaster. Every residence constructed on the Additional Property is encouraged to provide at least one (1) pilaster (column) or lighted address post at one corner of the driveway. The pilaster or lighted address post shall conform with the character of the home using the same stone or brick accents, unless otherwise approved by the Reviewer.

6. Fireplace Chimneys. No metal flues nor metal chimneys will be allowed on any residences or other buildings constructed on any Unit, unless enclosed within appropriate wood or masonry materials. The height of the chase and spark arrester can exceed the maximum ridge height allowed, but only enough to comply to code requirements.

7. Garages. Each residence shall incorporate a minimum three (3)-car garage designed and constructed as an integral part of the residence. Upon approval of the Reviewer, a detached garage may be allowed but must be designed and constructed in a manner to match the main residence with respect to color, materials, and roofing. Detached garages are encouraged to include provisions for the storage of recreational vehicles, boats, tractors, trailers, etc. within the garage enclosure.

8. Natural Gas Connections. All structures must utilize natural gas for heating systems, unless otherwise approved by the Reviewer. A penalty of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) will be assessed against any Unit Owner's where natural gas is not utilized for home heating systems, unless a specific exemption in writing was first obtained by the Owner from the Reviewer. The Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) penalty shall be a lien upon the Unit and the residence not using natural gas is located, and shall also be the personal obligation of the Owner of the Unit.

9. Codes and Permits. All construction shall conform to the requirements of the State of Washington Rules and Regulations for Installing Electric Wires and Equipment, and Uniform Code (building, mechanical, plumbing), in force at the commencement of the construction, including the latest revisions thereof. No construction or exterior addition or change or alteration of any structure may be started on any portion of the Properties without the Owner first obtaining a building permit and other necessary permits from the proper local governmental authority, and written approval of such permits from the Reviewer or the Declarant.

10. Preliminary Information Worksheet. An application for approval by the Reviewer shall contain the worksheet detailed in this section, along with copies of all additional documents referred to in the worksheet. An application for approval shall not be deemed submitted until the worksheet and all related documentation is provided to the Reviewer (unless submission of the missing information is excused by the Reviewer:



**PRELIMINARY INFORMATION WORKSHEET  
PROJECT: BONNEY LAKE ESTATES 7**

Unit Address: \_\_\_\_\_  
\_\_\_\_\_

Unit No: \_\_\_\_\_

Unit Owner Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Phone No: \_\_\_\_\_

Fax No: \_\_\_\_\_

Builder: \_\_\_\_\_

Builder Address: \_\_\_\_\_

\_\_\_\_\_

Phone No: \_\_\_\_\_

Fax No: \_\_\_\_\_

**Section I – Plot Plan**

(Please include the following information on the plot plan and fill in blanks where provided)

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

1. Topographical Contours (2' intervals)
2. Show north arrow as well as arrow in direction of mountain view
3. Show proposed and future structure locations

Front Yard \_\_\_\_\_ Side Yard Setback (Left) \_\_\_\_\_

Side Yard Setback (Right) \_\_\_\_\_ Rear Yard Setback \_\_\_\_\_

4. Existing and proposed grade elevations around structure(s)
5. Indicate maximum ridge height dimensions
6. Show all easements affecting lot as reflected on the recorded final plat
7. Show driveway width and location
8. Show all utility trenching and driveway crossing locations
9. Construction Entrance with quarry spalls
10. Stormwater control- Dispersion/Infiltration Trench locations
11. Septic Drain field primary and reserve locations

B. Landscape Plan/Information: this may be submitted prior to occupancy permit for final approval

1. Show proposed planting by type, size and location
2. Show proposed lawn and planter areas as well as maintained field grass areas
3. Show proposed street planting per Exhibit "C" (private road only)
4. Show all proposed fence or barrier planting locations( include materials)
5. Show storm drainage facilities and septic locations

\* note- a general concept plan for hardscape, and landscape may be submitted at time of building plan review for general compliance if final plans are not yet complete.



**Section II – Residential Plan Requirements**

A. Complete set of building plans, elevations, and specifications, providing the following information at 1/4 scale, as minimum

1. Finished Floor areas (Rambler/3,000 sq. ft; Multi-Story/3,000 sq. ft)

Main Floor \_\_\_\_\_ SF  
Upper Floor \_\_\_\_\_ SF  
Basement \_\_\_\_\_ SF  
Total \_\_\_\_\_ SF

Garage \_\_\_\_\_ SF  
Unfinished \_\_\_\_\_ SF

2. Roofing materials \_\_\_\_\_

3. Exterior wall finishes \_\_\_\_\_

4. Number of fireplaces \_\_\_\_\_ and chimney finishes visible from exterior \_\_\_\_\_  
Main \_\_\_\_\_  
Other \_\_\_\_\_

5. Exterior color scheme (attach samples, manufacturer name and paint code/product number)

Main \_\_\_\_\_

Accent \_\_\_\_\_

Trim \_\_\_\_\_

Doors \_\_\_\_\_

6. Do you propose to install any antennas on exterior structure? \_\_\_Yes \_\_\_No  
(Note – Such structures require special approval from ACC Committee)

Please Describe \_\_\_\_\_

7. Main heating source: \_\_\_ Natural Gas \_\_\_ Electric \_\_\_ Other (if natural gas is not utilized for the main heating source, the builder/owner may be liable for a surcharge)

8. Driveway material \_\_\_\_\_

B. Fees

1. Plan check (new plan for this Unit, submit \$1,000.00)
2. Resubmittals \$250.00)
3. Final Landscape submittal if not submitted with initial plan application \$150.00

I, \_\_\_\_\_, am an authorized representative of Owner/Contractor for the residence to be constructed on this Unit, and certify that the information provided herein is accurate to the best of my knowledge. Any significant deviations from the above will be submitted to the Reviewer for approval.

\_\_\_\_\_  
Signature

Title \_\_\_\_\_

\_\_\_\_\_  
Company

Submittal Requirements:

1. Application Fees
2. One complete set of Building Plans in PDF as well as full size hard copy at 1/4 scale
3. One copy of Plat/Landscape Plan (as specified in application)
4. One copy of Preliminary Information Sheet
5. One color sample

Note – Plans submitted for review must be legible and will not be returned.

When Recorded, Return to:

Kurt Wilson  
Bonney Lake Estates, LLC  
P.O. Box 73790  
Puyallup, Washington 98373

**THIRD AMENDMENT OF DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR CHINOOK MEADOWS TO  
ADD ADDITIONAL REAL PROPERTY**

**Grantor:** Bonney Lake Estates, LLC; BLE 7, LLC

**Grantee:** Plat of \_\_\_\_\_; Chinook Meadows Homeowners Association;  
The Public

**Legal Description** (abbreviated): Lots 1-38 and Tracts A, B, C, D, E, F and G of the plat of Chinook Meadows Scenic Point, according to the plat thereof recorded at Pierce County Auditor's Number 201312235001, records of Pierce County, Washington;

Lots 1-30, Tracts A, B, C, D, E, F, G, H, and L of the plat of Wildwinds at Chinook Meadows Phase II, according to the plat thereof recorded at Pierce County Auditor's Number 201705165001, records of Pierce County, Washington;

Lots 31-85, Tracts A, B, C, D and E of the plat of Elk Run at Chinook Meadows (Bonney Lake Estates - Phase 3), according to the plat thereof recorded at Pierce County Auditor's Number 201806295011, records of Pierce County, Washington.

Lots 1-32 and the Storm Water Tract, Pierce County Auditor's Number \_\_\_\_\_, records of Pierce County, Washington.

Situate in the County of Pierce, State of Washington

**Assessor's Tax Parcel ID #:**

**Reference Nos. of Documents Related Documents:** 201312230406; 201705160115; and  
\_\_\_\_\_

---

---