

*Return recorded document to:
David J. Sprinkle
Lasher Holzapfel Sperry & Ebberson P.L.L.C.
2600 Two Union Square
601 Union Street
Seattle, Washington 98101*

**DECLARATION OF EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PLAT OF BAKER VISTA**

Grantor: Ray Moore Construction, Inc., a Washington corporation
Homestead NW Dev. Co., a Washington corporation

Grantee: Baker Vista Homeowners Association, a Washington non-
profit corporation

Legal Description: Ptns. of Sections 5 & 6, Twp. 29 N, Range 6 East, W.M.
(Full legal description on pages 23-24)

Tax Parcel Nos.: 062906-4-027; 062906-4-004; 062906-4-005; 062906-4-008;
062906-3-010

THIS DECLARATION is made on the date hereinafter set forth by Homestead NW Dev. Co., a Washington corporation (“Homestead”) and Ray Moore Construction, Inc., a Washington corporation, hereinafter designated and referred to as “Declarant.”

W I T N E S S E T H

WHEREAS, Homestead and Declarant own certain real property located in the City of Lake Stevens, Snohomish County, State of Washington, known as the Plat of Baker Vista, such plat being recorded in the office of the Snohomish County Auditor, and are desirous of subjecting the real property described in said plat to the easements, restrictions, covenants and conditions hereinafter set forth, each and all of which is and are for the

benefit of said property and for each owner thereof and shall inure to the benefit of and pass with and bind the successors in interest and any owner thereof. These easements, restrictions, covenants and conditions are intended to protect the value and desirability of the aforesaid real property, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, Declarant is designated and appointed as the Declarant by the parties; and is hereby vested with the authority of the Declarant as defined in the Articles of Incorporation and Bylaws for the Association, and this Declaration, as the same now exist or are hereinafter amended or supplemented.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, transferred, sold and conveyed subject to the following easements, restrictions, covenants and conditions hereinafter referred to as the **DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLAT OF BAKER VISTA.**

ARTICLE I
Interpretation; Definitions

Section 1. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation, maintenance, construction, appearance and harmony of the Plat, and providing the Declarant (during the Development Period) and thereafter the Association control and flexibility in managing and controlling activities within the Plat. Any rules of strict construction or constructing any ambiguities in this Declaration or other documents utilized to implement the Development Plan against the Declarant or the Association after the Development Period are not applicable.

Section 2. Definitions:

a. "Association" shall mean and refer to BAKER VISTA HOMEOWNERS ASSOCIATION, a Washington nonprofit corporation, its successors and assigns.

b. "Common Area" shall mean all real property owned, used and/or maintained in common by the Lots, including property designated as Common Area, Open Space, NGPA, Drainage Facilities and Mini Park on the final plat. The Common Area includes ownership and maintenance obligations for Tracts 501, 502 and 503 and any other obligations of the Association as set forth in the Declaration. All of these Tracts are subject to an emergency maintenance easement in favor of Snohomish County.

Also, included in the definition of “Common Area” for purposes of maintenance obligations is the maintenance and payment for repair and/or operation expenses for the plat entry private lighting system, entry monuments and boulevard strip, NGPA buffers, mailbox shelters, and maintaining all landscaping and fencing in the public right of ways in the interior portions and frontage of the Plat or within any private easement upon a lot tract or adjoining property which may be granted to the Association on the face of the recorded final plat or in the future via a recorded easement document.

c. “Development Period” shall mean and refer to that period of time beginning on the date of this Declaration and ending at the earlier of (i) 10 years from the date hereof, or (ii) written notice from the Declarant to the Association in which the Declarant elects to terminate the Development Period or (iii) the date that none of the Lots is owned by the Declarant.

d. “Lot” shall mean and refer to all parcels of land shown upon the recorded final plat map(s) of the Plat, with the exception of (1) Common Areas and (2) any land conveyed or dedicated to the City of Lake Stevens.

e. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Plat, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

f. “Subdivision” shall mean and refer to that certain real property hereinabove described and as may be amended in the future through annexation of additional properties.

g. “Native Growth Protective Area/Drainage Easement” (hereinafter “NGPA”) shall mean the real property designated a Native Growth Protection Area/Drainage Easement on the face of the Plat. All Native Growth Protection Area shall be left in a substantially natural state. No clearing, grading, filling, building construction or placement, fence construction of any kind shall occur within these areas; provided that the installation and maintenance of storm drainage facilities if necessary in such location and if expressly approved by the City of Lake Stevens, Snohomish County or other governmental authority may be placed in such areas and 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. Removal of vegetation by the property owner shall be limited to that which is hazardous. No adjustment to the boundary of any such area shall occur unless first approved through the formal replat process.

h. “Plat” shall mean the final plat of Baker View, as shown on the plat map(s) recorded with the Snohomish County Auditor.

i. "Development Plan" shall mean the Declarant's intended use and development of this property and future divisions which may be made a part of this Association through annexation, provided however that the Development Plan includes and is subject to any and all regulations imposed by the state, federal and local law or as otherwise set forth in the final plat map, or conditions imposed as a part of the approval of the Subdivision.

ARTICLE II **Property Rights**

Section 1. Owners' Right of Enjoyment. Every Owner shall have a right and easement of enjoyment, subject to the restriction set forth herein, in the final Plat or applicable laws, in and to the Common Area by virtue of membership in the Association. Any interest of an Owner in and/or to the Common Area shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable assessments of fees for use, maintenance, preservation, insurance and other costs related to the Common Area.

(b) the right of the Declarant to make use of or occupation of, or utilize for purposes of ingress, egress, utilities and other similar purposes, in the Common Area for the duration of the Development Period.

(c) the right of the Association to adopt reasonable rules for the use of the Common Area, and to restrict an Owner's right to make use of the Common Area for non-payment of assessments authorized herein.

(d) the right of the Declarant, during the Development Period, to grant or convey perpetual easements in, over or upon all or any part of the Common Area.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his or her right of enjoyment to the Common Area and facilities to the members of his or her family, his or her tenants, or contract purchasers who reside on the property. The easement in favor of the Owners for the Common Area shall be appurtenant to and shall not be separated from the ownership of each Lot and shall not be assigned or conveyed in any way except upon the transfer of title to such Lot and then only to the transferee of such title. The easement shall be deemed so transferred and conveyed whether or not it shall be so expressed in the deed or other instrument conveying title.

ARTICLE III
Membership and Voting Rights

Section 1. Membership. Every Owner of a Lot which is subject to assessment and all Lots within the Subdivision held for sale by Declarant shall be a member of the Association. Membership shall be appurtenant to and may not be separate from Ownership of any Lot which is subject to assessment.

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

Class A: Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B: Class B members shall be the Declarant (or its nominee) and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the expiration of the Development Period.

ARTICLE IV
Association Regulations and Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each improved Lot owned within the Subdivision, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association:

- (a) annually, semi-annually, quarterly or monthly assessments or charges; and
- (b) special assessments to be established and collected as hereinafter provided.

Assessments shall be adopted in accordance with the Bylaws of the Association and this Declaration. The assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon and shall attach to the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees incurred in collecting the same, shall also be the

personal obligation of the person who was the Owner of such property at the time when the assessment fell due, irrespective of the ownership of the Lot at the date of collection.

Section 2. Purpose of Assessment. The assessment levied by the Association shall be used to promote the recreation, health, safety, welfare and asset preservation of the residents in the Subdivision, including but not limited to the improvement, construction, repair, maintenance, insurance and other expenses related to or arising from Common Area or improvements thereon (e.g., taxes, utility charges, gardening, landscaping, storm water retention facilities and associated conveyance systems, and NGPA preservation); any other responsibilities or obligations of the Association such as right of way landscaping, NGPA signage, insurance, etc.; or other items or obligations deemed necessary and proper by the Association to keep the Subdivision in a good, clean, attractive and safe condition in compliance with all applicable codes, laws, rules and regulations.

Assessments may also be levied to pay for any professional services or consultation incurred by the Association in carrying out its duties, including but not limited to biologists, management companies, certified public accountants and legal counsel.

Section 3. Maximum Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment shall not exceed five hundred and no/100 dollars (\$500.00) per year. The assessments shall be established, reviewed and/or adjusted by the Board of Directors, subject to member ratification, as provided in the Bylaws of the Association.

Section 4. Special Assessments. In addition to the assessments authorized above, the Association may, in accordance with and to the provisions of the Bylaws of the Association and any applicable laws, levy special assessments through the use of a special budget as authorized by the Bylaws of the Association. The special assessments may be used to cover unanticipated financial shortfalls, and/or for the purpose of defraying, in whole or in part, extraordinary expenses such as the cost of any construction, reconstruction, repair or replacement of a capital improvement of the Common Area, property, street lighting maintenance and liability expenses, fixtures or improvements of the Association, including repairs or renovation.

Section 5. Reserves for Repair or Replacement. As a common expense and as a part of the Association budget, the Association may establish and maintain a reserve fund for repair or replacement of improvements and community facilities thereon by the allocation and payment to such reserve fund of an amount to be designated from time to time by the Association. The reserve fund shall be expended only for the purpose of repair, replacement or improvement to the Common Area and any improvements and community facilities for which the Association is responsible, and for start up expenses and operating contingencies of a non-recurring nature. The proportional interest of any Owner in any such reserve shall be considered an appurtenance of such Owner's Lot and shall not be

separately withdrawn, assigned, or transferred, or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot in the event of a transfer or sale.

Section 6. Common Area Exempt. The Common Area and any other property dedicated to and accepted by a government or public authority shall be exempt from assessments by the Association.

Section 7. Exception to Maximum Assessment Limitation. The limitations of maximum assessments shall not apply with respect to fines or other charges imposed against a member by the Board pursuant to this Declaration or the Bylaws of the Association.

Section 8. Notice and Quorum for Establishing a Budget. Written notice of any meeting called for the purpose establishing a budget from which the assessments are based shall be personally delivered or mailed to all members in a manner consistent with the provisions of the Bylaws of the Association.

Section 9. Uniform Rate of Assessments; Lots Owned by Declarant Exempt. Except as otherwise authorized herein all assessments must be fixed at a uniform rate for all Lots, provided, however, that (1) any vacant or unimproved Lot owned by Declarant shall not be subject to any assessment or charge herein, and (2) any Lot sold to a builder shall not pay assessments until the month following the sale or occupancy of the house (whichever comes first).

Section 10. Date of Commencement of Assessments; Due Dates. The assessments provided for herein shall not commence prior to the first day of the month following the conveyance of the first Lot from the Declarant. As to each particular Lot involved, the assessments shall begin on the first day of the calendar month following the date of any deed or contract of sale for the Lot, or on the first day of the calendar month following occupancy of the premises, whichever is earlier, unless a later date is set forth in section 9 above.

The assessments may be budgeted on an annual basis (referred to herein as “annual assessment”) subject to adjustments according to the number of months remaining in the calendar year. The due dates shall be established by the Board and shall be payable on a monthly, quarterly, semiannual or annual basis as determined by the Association. The Owner may prepay one (1) or more installments on any assessment without a prepayment penalty.

Section 11. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum or the maximum permitted by

law, whichever is less. Unpaid assessments, plus interest, costs and attorneys' fees incurred by the Association in collecting assessments, filing and recording liens, enforcing the provisions of this Declaration or the Bylaws of the Association, or defending itself in any litigation shall constitute and create a lien on the property, provided however, before the arrearage is actually assessed against an Owner, the Owner shall be provided an opportunity to be heard by the Board of Directors or such representative as is appointed by the Board of Directors. Said notice shall be deemed given when sent to the home address of the Owner. The failure to provide an opportunity to be heard as provided herein does not eliminate the accumulation of extra fees and charges, provided such opportunity is afforded before the extra fees and charges are actually assessed against the Owner and collected. The Association may bring an action at law against the Owner personally obligated to pay the same for collection of the assessments or other charges pursuant to this Declaration, and/or foreclose the lien against the Lot(s). No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his or her Lot.

Section 12. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage (and to the lien of any second mortgage given to secure payment of the purchase price) now or hereafter placed on the Lot, only in the event that the lien for delinquent assessments has not been recorded with the Snohomish County Auditor at the time of the recording of the mortgage lien. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 13. Real Property Taxes. In the event that there are real property taxes on the Common Area, the Association shall pay the same as an expense of the Common Area. If the tax becomes delinquent, the total amount of the delinquent taxes shall be divided equally among all the Owners, and said portion of each Owner's share of delinquent taxes shall be a lien on said Owner's Lot to the same extent as if the delinquent tax was on the Owner's Lot.

Section 14. Maintenance Responsibility: Common Area and Other. The Common Areas shall be owned, together with maintenance obligations, by the Lots comprising the Subdivision, each with an equal and undivided interest therein, with the Common Areas remaining an appurtenance to and inseparable from each Lot. Maintenance, repair, replacement, improvements, taxes, insurance and other obligations and expenses or assessments arising from or through this Declaration or the final Plat shall be the responsibility of the Association unless otherwise specified in this Declaration. In addition to the maintenance of the Common Area, the Association shall maintain the landscaping and signage installed by the Declarant or Association, the entry monuments, private lighting system, signage or improvements, NGPA buffers and any storm water detention facilities outside of the public right-of-way (including but not limited to any and all

detention ponds and associated conveyance systems whether within a tract, Common Area or Lot as defined herein). In the event of a dissolution of the Association, all Lots owing an interest in the Common Areas shall be jointly responsible for maintenance of the Common Areas and other areas described above.

Each Lot Owner is required to continually maintain the landscaping within the City of Lake Stevens' right-of-way that abuts said Lot Owner's Lot.

Section 15. Rules and Regulations. The Association shall have the power through corporate resolution, and the Declarant during the Development Period shall have the power, to adopt and enforce rules and regulations governing the use of the Common Area or activities within the Subdivision, so long as such rules and regulations are consistent with law and this Declaration. The Association or the Declarant may prescribe penalties for the violation of such rules and regulations, including but not limited to suspension of the right to use the Common Area or portions thereof. Any such rules and regulations shall become effective thirty (30) days after promulgation or amendment and shall be mailed to all Owners within thirty (30) days after promulgation or amendment. A copy of the rules and regulations then in force shall be retained by the secretary of the Association and shall be available for inspection by any Owner during reasonable business hours. Such rules shall have the same force and effect as if set forth herein.

Section 16. Indemnification of Board Members and Officers. Directors, officers and committee members of the Association shall not be liable to the Association or its members for damages caused by an action taken on behalf of the Association in good faith. This provision may not limit liability for failure to exercise the degree of care and loyalty required under RCW 24.03. Directors, officers and committee members of the Association shall be indemnified and held harmless from and against any damages, liabilities, judgments, penalties, fines, settlements and reasonable expenses (including attorney fees) actually incurred as a result of all actions undertaken by said person in good faith, and (a) in the case of conduct in his or her official capacity with the Association, he or she reasonably believed his or her conduct to be in the Association's best interests, or (b) in all other cases, he or she reasonably believed his or her conduct to be at least not opposed to the Association's best interests, or (c) in the case of any criminal proceedings, he or she had no reasonable cause to believe his or her conduct was unlawful. Said persons shall be indemnified and held harmless to the full extent permissible under Washington law.

The foregoing right of indemnification shall not be exclusive of other rights to which such director, officer or committee member may be entitled to as a matter of law. The Board of Directors may obtain insurance on behalf of any person who is or was a director, officer, employee, or agent against any liability arising out of his or her status as such, whether or not the Association would have power to indemnify him or her against such liability.

ARTICLE V
Acceptance of Covenants

In consideration of the acceptance hereby, the purchasers and grantees of deeds or contracts to the Lots in said Subdivision, their heirs, assigns, personal representatives, successors and assigns, and all persons or concerns claiming by, through or under such grantees, declare and agree with each and every person who shall be or who shall become an Owner of any of said Lots, that said Lots shall be and hereby are bound by the covenants set forth herein and shall be held and enjoyed subject to and with the benefit and advantage of the protective covenants, restrictions, limitations, conditions and agreements set forth herein.

ARTICLE VI
Restrictions and Easements

Section 1. Occupancy and Use. No Lot, building or structure thereon, or any part thereof shall be used or occupied for any purpose other than as a single family residence unless specifically authorized by zoning laws and regulations, this Declaration, the Association, and the Declarant during the Development Period. The conduct or carrying on of any manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever, upon any such Lot or any part thereof, or in any building or structure thereon erected, shall constitute a breach of this restriction. Notwithstanding the foregoing, and subject to this Declaration and all rules promulgated hereunder, the Owners are permitted to (i) lease or rent their Lot and improvements to one family for residential use, in which case this Declaration and all rules promulgated hereunder will also apply with full force and effect to the lessee/tenant, or (ii) operate a home business approved in advance by the Board.

Section 2. Residential Site. No portion of any Lot shall be owned, used or occupied except as a single residential site. A residential site shall consist of:

- (a) one or more full Lots;
- (b) one or more full Lots and portions of a contiguous Lot or Lots; or
- (c) contiguous parts of Lots which shall form one plot of land suitable for use as a site for a residence, provided that each residential site shall extend from the fronting street to the existing rear property line of the component Lots and shall have front and rear dimensions, neither of which are less than those of the smallest component Lot shown on the plat of the Plat as of the date of this Declaration. A component Lot shall be deemed to be a Lot and any portion of which is included in such residential site.

Section 3. Construction of Improvements. For the purpose of further insuring the development of the lands in this Subdivision as a residential area of uniform and high standards during the Development Period, Declarant reserves the right to control the buildings, structures and improvements, including the location, placed on each Lot and the Common Area. The Owner or occupant of each Lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees to the same and agrees that any improvements placed or constructed thereon shall conform to this Declaration and the Residential Design Guidelines attached hereto as Exhibit "B" and incorporated herein by this reference.

Section 4. Architectural Control. The Owner or occupant of each Lot by acceptance of title thereto or by taking possession thereof covenants and agrees that no building, garage, carport, storage shed, rockery, hot tub, or spa (including decks, patios or coverings for same), mailbox, sports court, landscaping device or object, wall, fence, outbuilding, pet house, masonry, signs, lamp post, swimming pool, or other structure or improvement (hereinafter "structure" or "building") shall be placed upon said Lot unless and until the plans, specifications and plot (site) plans have been approved in writing by the Declarant or its nominee as provided herein, in which case only those plans receiving such approval may be placed, constructed or maintained on the Lot.

The Declarant may nominate the Association or an Architectural Control Committee to perform the duties identified in this Section. The Architectural Control Committee shall have three (3) members who shall serve three (3) year terms. The Declarant may appoint the members until such time as all Lots in the Subdivision have been sold and all plans approved, at which time the Declarant shall transfer said appointment power to the Board of Directors of the Association.

Application for approval of plans to the Declarant or Architectural Control Committee shall be accompanied by a fee not to exceed Two Hundred Fifty and no/100 Dollars (\$250.00), as adjusted every five (5) years by changes in the Consumer Price Index for the City of Everett. Refusal or approval of plans and specifications may be based on any ground, including purely aesthetic grounds, which the Declarant or the Architectural Control Committee shall deem sufficient, in its sole and uncontrolled discretion. No alteration of the exterior appearance (including, without limitation, the color of any buildings or structures) shall be made without like written approval.

As to all construction and alterations within or upon the Subdivision, the Declarant or the Architectural Control Committee shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations, which is not suitable or desirable in the opinion of the Declarant or the Architectural Control Committee for any reason, aesthetic or otherwise, that does not comply with this Declaration or that does not comply with the Residential Design Guidelines attached hereto, and in so passing upon such design, the Declarant or the Architectural Control Committee shall have the

right to take into consideration the suitability of the proposed building or other structure, the material of which it is to be built, the exterior color scheme to the site upon which it is proposed to erect the same, the harmony thereof with the surrounding Lots and improvements, and the effect or impairment that said structures will have on the view from surrounding building sites, and any and all facts which, in the opinion of the Declarant or the Architectural Control Committee, shall affect the desirability or suitability of such proposed structure, improvements or alterations. The Declarant or Architectural Control Committee may adopt general or specific standards for all or any part of the design or construction of buildings within the various divisions in the Subdivision, if any. Any action or inaction by the Declarant or the Architectural Control Committee shall be solely discretionary and all parties, members and/or potential members shall hold and save Declarant, the Association and the Architectural Control Committee harmless to the maximum amount permitted by law, provided any such actions or inactions were in good faith.

In connection with said approval, complete plans and specifications of all proposed buildings or structures and exterior alterations, together with detailed plans showing the proposed location of the same on the particular building site, shall be submitted to the Declarant or the Architectural Control Committee at least thirty (30) days prior to the proposed construction starting date, and such construction or alteration shall not be started until written approval thereof is given by the Declarant or the Architectural Control Committee.

Should the Declarant or the Architectural Control Committee fail to approve or disapprove the plans and specifications submitted by an Owner of a residential site within the Subdivision within thirty (30) days after written request therefor, then the applicant may request in writing a response within an additional fourteen (14) days. In the event there remains no response, the plans shall be deemed approved, provided, however, the plans must still comply with the Declaration and governmental requirements in all other respects. No building, wall, fence, pet houses, signs, swimming pool or other structure shall be erected or be allowed to remain on any residential site which violates any of the covenants or restrictions contained in the Declaration.

Any actions or inactions of the Declarant, its agents or nominees, or the Architectural Control Committee shall be solely discretionary and all parties, members, potential members and Lot Owners shall hold and save harmless, to the maximum extent permitted by law, the Declarant, its agents or nominees, and the Architectural Control Committee and its members, provided such actions or inactions are in good faith.

Section 5. Minimum Size Requirements/Height Restrictions. No building shall be allowed on any residential site in the Subdivision except one single-family dwelling house, all for the use and occupancy of one immediate family and attendant bona fide domestic servants only. Any auxiliary building must be so designed and constructed as to be

compatible in appearance with the main building and must have Architectural Control Committee approval. Said dwelling house shall have a fully enclosed living area, excluding attached garage or carport, which has a floor area of not less than 1400 square feet. No auxiliary building, with the exception of garages and carports, shall have a ground coverage in excess of three hundred (300) square feet. No dwelling house shall exceed two (2) stories (excluding the basement), be more than thirty five (35) feet in height, or materially obstruct the mountain view from the top floor of any other dwelling house on another Lot, without prior written approval of the Declarant or the Architectural Control Committee and the owner of the other Lot. Height of buildings shall be measured from the highest point at which the natural contour of the ground comes in contact with such building or structure. The above requirements do not supersede any governmental requirements that are more restrictive, and may be changed at any time by the Declarant by written document recorded with the Snohomish County Auditor.

Section 6. Construction. All construction of properly authorized improvements on any residential site which have been commenced, shall be diligently pursued to completion thereof in a manner and at a rate reasonably consistent with the Residential Design Guidelines and building standards prevailing in the immediate area relating to high quality construction of a similar type, and in no event shall the period of construction of any improvement exceed nine (9) months from the date of commencement of construction to completion as to external appearance, including finished painting. No structure or vehicle, other than a completed permanent dwelling house as contemplated by these restrictions and limitations, shall be used on any Lot at any time as a residence, either permanently or temporarily. No auxiliary building shall be deemed completed as long as the dwelling house is incomplete.

The construction of residences shall also comply with the minimum floor elevations, if any, specified for each Lot on the Subdivision. All residences and other structures shall comply with all governmental setback standards and, if applicable, any further recorded setback restrictions impressed upon any Lot by the Declarant.

Section 7. Landscaping. Each Lot shall be landscaped in accordance with plans and specifications as now or hereafter adopted by the Declarant. All front, side and rear yards and landscaping must be completed within thirty (30) days from the date of completion of the building or structure constructed thereon. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval by the Declarant or the Architectural Control Committee. Except as otherwise set forth herein, including but not limited to as set forth in Article IV, Section 14, all landscaped areas in the Common Area and rights-of-way shall be maintained by the Declarant or the Association after the Development Period, and may be reduced or eliminated if deemed necessary for or detrimental to City of Lake Stevens road purposes.

Section 8. Window Coverings. All window coverings within any residence shall be permanent in nature (e.g., other than sheets, blankets or towels), provided however, during the first thirty (30) days from the date of occupancy temporary window coverings may be used in bedrooms and bathrooms.

Section 9. Vegetation and Fences. No hedge more than six (6) feet in height, nor any fence, wall or other similar structure more than six (6) feet in height, shall be constructed, erected, placed, planted, set out, maintained or permitted on any residential site. Provided, however, that no fences over 42” in height are permitted between the street and a line running parallel to and five (5) feet behind the front of the house, and chainlink fences are prohibited. Variety in fencing styles should be considered to avoid repetition from lot to lot. All fencing and walls must be specifically approved by the Declarant or the Architectural Control Committee prior to their installation. The Declarant or the Architectural Control Committee is free to adopt a fencing policy detailing acceptable styles of fencing if it deems appropriate. The location and height of all fences and other obstructions within an easement as dedicated to the City of Lake Stevens on the Subdivision shall be subject to the approval of the Director of Public Works or his designee. Notwithstanding anything herein to the contrary, no fence, tree, hedge or vegetation shall materially obstruct the mountain view from the top floor of any other dwelling house on another Lot.

Section 10. Antennas and Satellite Dishes. No television antennas, including satellite communication dishes, or such similar devices (other than (1) “mini dishes” with a diameter of less than 24 inches placed in the back yard and not visible from any Lot or street in the Subdivision or (2) free-standing antennas that are not obtrusive, all in a location approved by the Architectural Control Committee or the Declarant), radio aerials, ham radio broadcast or receiving apparatus shall be erected, maintained or placed on any residential site without specific written approval by the Association. Rotary beams or other similar devices shall not be constructed on any residential site.

Section 11. Changing Lot Contours and Drainage; Subdivisions. The surface grade or elevation of the various Lots and other residential sites in the Subdivision shall not be substantially altered or changed in any manner which would affect the relationship of such Lot or other residential sites adjoining, or which would result in materially obstructing the view from any other Lot or residential site in the Subdivision, or which would otherwise produce an effect out of harmony with the general development of the immediate area in which said Lot or other residential site is located. Whether or not such alteration or change in the elevation or grade of any Lot or any residential site would be prohibited shall be determined by the Declarant or the Association in its sole and uncontrolled discretion. No drainage swales shall be graded, impeded or materially altered. Following the original reasonable grading of the roads and ways in the Subdivision, no drainage waters on any Lot or Lots shall be diverted or blocked from their natural course so as to discharge upon any public road rights-of-way or to hamper proper road drainage. The Owner of any Lot or

Lots prior to making any alteration in the drainage system after the recording of the Plat, must make application to and receive approval from the Director of the Department of Public Works for said alteration. Any enclosing of drainage waters in culverts or drains or re-routing thereof across any Lot as may be undertaken by or for the Owner of any Lot shall be done by and at the expense of such Owner. The sale of lease of less than a whole Lot in the Subdivision is expressly prohibited except in compliance with the City of Lake Stevens Municipal Code.

Section 12. Maintenance by Owners. Unless otherwise specifically provided herein, the Owner of each Lot shall be responsible for the maintenance and upkeep of the improvements and landscaping located thereon, as well as the landscaping in adjacent alley and sidewalk areas and as described in Article IV, Section 14. All such Owners shall likewise maintain their hedges, plants, shrubbery, trees, and lawns in a neat and trim condition at all times. Garden tools, associated equipment, and supplies should be stored out of public view. Maintenance, repair and/or reconstruction and costs of all private drainage easements shown on the Plat shall be the responsibility of the individual Lot Owner whose Lot is encumbered by said easement.

After notice to an Owner from the Association of such Owner's failure to maintain said lot, landscaping and/or improvements in accordance herewith, and after approval by a majority vote of the Board of Directors or other Association committee to which such oversight responsibility shall have been delegated, the Association shall have the right, through its agents and employees, to enter upon any Lot or improvement which has been found to violate the foregoing standards in order to repair, maintain and/or rectify the same to such standards, provided that the Board of Directors or its representative has given the Lot Owner notice and an opportunity to be heard as provided for in Article IV, Section 11. The cost of such work shall be a special assessment on such Owner and such Owner's Lot and improvements, and the provisions of this Declaration regarding the collection of assessments shall apply thereto.

Section 13. Garbage Disposal. The Owners of the residential sites in the Subdivision shall be responsible to assure that no garbage can or other receptacle will be visible from any place outside the premises except on collection day. For Lots that border Alleys A, B, C or D, as shown on the Plat, trash enclosures shall be located on said Alley.

Section 14. Clotheslines. No Owner or occupant of any residential site shall place or permit clotheslines thereon which are visible from any Lot or street in the Subdivision.

Section 15. Building Materials. All roofs and building materials shall be in accordance with specifications as to type, style, color and other criteria as adopted by the Declarant or the Architectural Control Committee. Until such adoption, all building materials must be wood, masonry, brick, stone, tile and synthetic materials of a natural appearance and plywood type wood and T1-11 shall not be permitted. Acceptable roofing

materials would include tile (except Spanish tile), three dimensional architectural asphalt shingles, and slate. Wood shake roofs shall not be used. Roof flashing should match in color to the adjacent wall. Vents shall be painted to blend in with the roof.

Section 16. Underground Utilities. All utilities, on and in public dedicated areas, private property, or on and in the Common Area, including water, cable television and Internet, natural gas, storm sewer, and power shall be installed underground in compliance with all governmental regulations for the installation and maintenance of the same.

Section 17. Nuisance. Nothing shall be done or maintained on the Common Area, any Lot or other residential site which may be or become an annoyance or nuisance to the neighborhood. No livestock, animals, poultry or fowl shall be kept on any Lot or other residential site other than animals or birds of the type and species generally recognized as common household pets in the immediate area, such as dogs, cats, canaries and parakeets which are kept on said property solely as household pets, provided that no such household pet which is or becomes an annoyance or nuisance to the neighborhood shall thereafter be kept on any Lot or residential site. No dog houses, dog runs or dog kennels may be placed on any Lot or residential site unless they are screened from the view of neighboring properties and the streets and do not create an annoyance or nuisance. All dogs which become a nuisance by barking at inappropriate hours shall be kept in the residence or garage at night so as to eliminate disturbances related to barking dogs while other residents are trying to sleep.

Section 18. Trash and Accumulations. No trash, refuse pile, vehicles, underbrush, compost pile, or other unsightly growth or objects shall be allowed to grow, accumulate or remain on any Lot so as to be a detriment or unreasonable annoyance to the Subdivision or become a fire hazard. In the event any such condition shall exist upon any Lot, Declarant or the Association may enter upon said Lot and remove the same at the expense of the Lot Owner who, on demand shall reimburse Declarant or the Association for the cost thereof, and such entry and removal shall not be deemed a trespass.

Section 19. Non-Permitted Parking. No boats, boat trailers, house trailers, campers, motor homes, or any part thereof, shall be stored or permitted to remain on any residential site or Lot for more than forty-eight (48) hours unless the same is stored or placed in a garage or other fully enclosed space, or is entirely screened so as not to be visible from any street and abutting Lots. Disabled and/or non-operational vehicles shall be subject to the same restrictions. All screening is to be approved by the Declarant or the Architectural Control Committee. No vehicle may be parked or stored on any Alley, and prolonged maintenance of vehicles in an Alley is prohibited.

Section 20. Signs. No signs of any kind shall be placed on any Lot or residential site in the Subdivision where the same is visible from any Lot or street in the Subdivision, except in accordance with such rules and regulations as may from time to time be adopted

by the Declarant or Association. In the absence of such rules and regulations, no signs whatsoever other than conventional house numbers indicating the address of the premises shall be placed on any Lot or residential site. One "For Sale" or "For Rent" sign which does not exceed the maximum size of two feet by three feet may be placed on a Lot without the approval of the Declarant or Association. During the Development Period, Declarant may require all signage on Lots and homes to be uniform in the dimension and general character regardless of the builder or Realtor or other person involved in marketing the Lot or home. Uniformity standards may be adopted by the Declarant or the Architectural Control Committee.

Section 21. Automobile Storage Areas. Each residence shall have an enclosed garage providing sufficient storage for at least two automobiles. No automobile garage shall be permanently enclosed or converted to other use without the substitution of another automobile garage. Automobiles shall not be parked on a front yard, alley or street in lieu of being parked in an available space in the garage. Garage doors shall be kept closed at all times practicable so as to maintain the sightliness of the Subdivision as a whole.

Section 22. Mailboxes. Mailbox shelters shall be constructed in locations and according to plans approved by the Declarant or the Architectural Control Committee. The Mailbox shelters' maintenance, repair, or replacement shall be the responsibility of the Association. If the Architectural Control Committee approves, in its sole discretion, locating a mailbox on a Lot, it shall be maintained by the Owner of said Lot.

Section 23. Commercial, Inoperable and Unsightly Automobiles. Commercial or inoperable cars or other unsightly vehicles shall not be stored on any Lot in view of the streets within the Subdivision or the other homes of other Lot Owners. This shall include but not be limited to automobiles which display any type of commercial signage on the automobile. Additionally, vehicles shall be adequately maintained to ensure that leaking fluids from the vehicles will not occur. If any leaking occurs on the driveway of the home, the leaking shall be promptly cleaned and the driveway returned to its normal condition.

Section 24. Woodpiles. Woodpiles or wood supplies shall not be stored on any front yard, or be visible from any street within the Subdivision after completion of the residence.

Section 25. Assessments for Lighting, Water and Utilities. The budget of the Association shall provide necessary funds to pay the cost for obligations and responsibilities such as the lighting, water and utilities in the Subdivision, including the Common Area and the reasonable maintenance of such facilities. The assessments herein provided for may be prorated, assessed and collected in the same manner as set forth hereinabove with respect to any other assessment provided herein, and shall constitute a lien on the respective Lots and plats and an obligation of the Owner thereof, as herein provided.

Section 26. Deviation. During the Development Period, Declarant hereby reserves the right to enter into an agreement with the grantee of any Lot or Lots (without the consent of the Owner of any other Lot) 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 in the Subdivision and the same shall remain fully enforceable as to all other Lots located in the Subdivision.

Section 27. Additional Restrictions. Declarant may from time to time during the Development Period impose or eliminate restrictions on all or any part of the Subdivision, including but not limited to designation of specific height restrictions, reservation of view corridors, color restrictions and fencing restrictions. Such restrictions shall be enforceable by the Declarant and/or the Association.

Section 28. Easements and Restrictions on Final Plat. Easements and restrictions set forth in the recorded final Plat map or notes are incorporated herein and hereby reserved on each Lot.

Section 29. Sales and Construction Facilities. Notwithstanding any other provision in this Declaration to the contrary, it is expressly permissible during the Development Period for the Declarant, and its agents, employees or nominees, to maintain on any portion of the property owned by the Declarant or the Common Area such facilities as the Declarant may reasonably feel are required, convenient or incidental to the construction and/or sales of lots or improvements thereon. The Declarant may permit, in writing, an individual Owner to maintain temporary equipment and construction material on the Owner's Lot when the Declarant feels the same is reasonably required, convenient or incidental to construction activities for improvement on said Lot.

Section 30. Lighting. Each Alley shall be illuminated by Lot Owners adjoining said Alley with fixtures mounted on the garage facing said Alley of a height of eight (8) feet from the ground or less.

Section 31. Porches. Porches shall not be used as storage space. In particular, appliances, such as freezers, refrigerators, stoves, clothes washers and dryers, shall not be operated or stored on porches. Porches shall not be covered with artificial turf or carpeting.

Section 32. Pools and Hot Tubs. Pools and hot tubs must be in the back yard, in a location to be approved by the Declarant or the Architectural Control Committee, and shall not be visible from any Lot, street or Alley in the Subdivision. All pools and hot tubs shall be of a permanent nature, and no above-ground pools shall be permitted.

Section 33. Play Equipment. The approval of the Declarant or the Architectural Control Committee for installing play equipment shall not be required, but the play equipment shall be located in such a way, and landscaping and fencing shall be utilized, to minimize the impact of noise on adjoining dwelling houses.

Section 34. View Easements/Enforcement. No building, improvement, fence, tree, hedge or any other structure or vegetation of any kind shall exist on any Lot, Common Area or NGPA (the “burdened property”) that materially obstructs the mountain view from the top floor of any other dwelling house on another Lot (the “benefited property”). In the event that vegetation is planted or grows above this height limitation, and without limiting other remedies available under this Declaration or at law or in equity, the Owner of the benefited property or the Association may notify the Owner of the burdened property (or, in the case of a Common Area, the Association) of the benefited property’s Owner’s election to have the vegetation trimmed in a manner to decrease the height of the vegetation and bring it into compliance with this view easement. In the event the burdened property’s Owner (or the Association, as the case may be), has not trimmed the vegetation to bring it into compliance within five (5) days of such notice, the benefited property’s Owner or the Association may retain, at the burdened property’s Owner’s cost and expense, a licensed, qualified nursery or arborist to perform the work needed to trim the vegetation, and said person may enter the burdened property to perform the trimming work. Such entry and abatement or removal shall not be deemed a trespass.

ARTICLE VII

General Provisions

Section 1. Covenants to Run with Land. This Declaration shall constitute a servitude upon all Lots in the Subdivision conveyed by Declarant, its successors or assigns, to any grantee, and shall run with the land and be binding upon all such grantees and all persons claiming by, through or under them. The acceptance of any such conveyance by any such grantee shall constitute an agreement on the part of any such grantee, for himself or herself, his or her heirs, devisees, personal representatives and assigns, to all such covenants, restrictions, limitations, conditions and agreements.

This Declaration, as amended or supplemented, shall remain in full force and effect for a period of twenty (20) years from the date recorded, at which time it shall automatically extend for successive periods of ten (10) years each, unless by written agreement of the then Owners of a majority of the Lots in the Subdivision it is agreed to terminate or change this Declaration in whole or in part. Termination of this Declaration or modifications which materially affect the Common Area or obligations of the Association shall first receive approval from any governmental agency potentially impacted by the termination or modifications. Any termination or change shall become effective upon the recording of such agreement, duly signed and acknowledged by the necessary parties, as above provided, in the offices of the Auditor of Snohomish County, Washington.

Section 2. Breach of Covenants. In the event of the violation or breach or attempted violation or breach of any of these covenants, restrictions, limitations, conditions, duly adopted rules and regulations or agreements by any person or concern claiming by, through or under the Owner, or by virtue of any judicial proceedings, Declarant, the Owner of any Lot or the Association, or any of them, jointly or severally, shall have the right to institute, defend or intervene in litigation or administrative proceedings to compel compliance with the terms hereof or to prevent such violation or breach. The Association may be involved in its own name on behalf of itself or two or more Owners on matters affecting the Association, but not on behalf of Owners involved in disputes that are not the responsibility of the Association. In the event of such enforcement the prevailing party shall be entitled to, in addition to other relief, recovery of its attorney fees and costs.

In addition to the foregoing, Declarant, or its nominee, or the Association shall have the right whenever there is a violation of these restrictions (including, but not limited to the view easements described in Article VI, Section 34), to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owner, who, on demand and after notice and opportunity to be heard by the Board of Directors or its representative, shall reimburse the cost thereof including attorney fees and costs incurred. Such entry and abatement or removal shall not be deemed a trespass. Except in the event of an emergency, three (3) days' written notice must be given to the non-complying party before summary abatement or removal may occur.

Section 3. Failure to Enforce. The failure to enforce any right, reservation, covenant, restriction, limitation, condition or agreement herein contained, however long thereafter, either as to the breach or violation involved or as to any similar breach or violation occurring prior or subsequent thereto, shall not bar or affect the enforcement of any such right, reservation, covenant, restriction, limitation, condition or agreement as to any such breach or violation thereof, nor shall said failure in any way be construed as or constitute a waiver of said provision.

Section 4. Right to Assign by Declarant. The Declarant may assign any and all of its rights, powers obligations, privileges, and interest under this instrument to any other person or concern, and in any such case any such successor or assignee may exercise and enjoy such rights, powers, privileges and interest and shall be responsible for such obligations to the same extent as Declarant would have been had such assignment not been made.

Section 5. Amendment of this Declaration. Unless otherwise specifically addressed elsewhere, an amendment to any term or provision of this Declaration shall require the affirmative vote of seventy-five percent (75%) of the voting power of the Association. This Declaration may be amended during the Development Period by an affirmative vote

of fifty-one percent (51%) of the voting power of the Association. Amendments to any provision of this Declaration which expressly alter the rights, duties or obligations of Declarant shall require the affirmative written consent of the Declarant. In the event that the Declarant has the necessary votes and desires to amend the Declaration during the Development Period, the Declarant may waive any requirements to conduct a membership meeting if and to the extent permissible by law. Any amendment to this Declaration must be recorded with the Snohomish County Auditor.

Section 6. Severability. Should any of the provisions of this Declaration be declared void, invalid, illegal or unenforceable for any reason, it shall in no way affect the validity of the other provisions hereof, and such other provisions are hereby declared to be severable and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has set its hand and seal the
_____ day of _____, 2000.

DECLARANT:

Ray Moore Construction, Inc.,
a Washington corporation

By: _____
Raymond Moore, President

HOMESTEAD NW DEV. CO.

By: _____
James A. Wynstra, President

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that **Raymond Moore** 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 **President of Ray Moore Construction, Inc.** 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 _____, _____.

(printed name):

NOTARY PUBLIC in and for the State of
Washington, residing at _____

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that **James A. Wynstra** 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 **President of Homestead NW Dev. Co.** 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 _____, _____.

(printed name):

NOTARY PUBLIC in and for the State of
Washington, residing at _____

My Commission expires: _____

EXHIBIT A

(Legal Description)

Parcel A: (Tax Parcel No. 062906-4-027)

The North half of the following described parcel:

All that portion of Section 6, Township 29 North, Range 6 East, W.M., described as follows:

Beginning at the East one-quarter corner of Section 6, Township 29 North, Range 6 East, W.M.; Thence South along the East line of said section a distance of 313.54 feet to the true point of beginning; Thence S 88°30'00" W a distance of 682.11 feet; Thence S 0°32'00" W a distance of 299.40 feet; Thence N 89°41'00" E a distance of 682.90 feet to the intersection of the East line of said section; Thence N 0°19'26" E along said section line a distance of 313.47 feet to the true point of beginning; Less county road; And less additional road conveyed under Auditor's File Nos. 7610060179 and 7906080284. (Also known as Lot 1 of Short Plat recorded under Auditor's File No. 7609280298.)

Parcel B: (Tax Parcel No. 062906-4-004)

The South half of the following described parcel:

All that portion of Section 6, Township 29 North, Range 6 East, W.M., described as follows:

Beginning at the East one-quarter corner of Section 6, Township 29 North, Range 6 East, W.M.; Thence South along the East line of said section a distance of 313.54 feet to the true point of beginning; Thence S 88°30'00" W a distance of 682.11 feet; Thence S 0°32'00" W a distance of 299.40 feet; Thence N 89°41'00" E a distance of 682.90 feet to the intersection of the East line of said section; Thence N 0°19'26" E along said section line a distance of 313.47 feet to the true point of beginning; Less county road; And less additional road conveyed under Auditor's File Nos. 7610060179 and 7906080284.

(Also known as Lot 2 of Short Plat recorded under Auditor's File No. 7609280298.)

Parcel C: (Tax Parcel Nos. 062906-4-005 and 062906-4-008)

Beginning at the one-quarter section corner between Sections 5 and 6, Township 29 North, Range 6 East, W.M.;

Thence South on line between said Sections 5 and 6 for 627.08 feet to the true point of beginning; Thence continue South on said line for 627.08 feet; Thence N 87°56'00" W, 342.23 feet; Thence N 0°32'00" E to a point that is S 89°42'00" W, 341.45 feet from the true point of beginning; Thence N 89°42'00" E, 341.45 feet to the true point of beginning.

Parcel D: (Tax Parcel No. 052906-3-010)

The West half of the West half of the Northwest quarter of the Southwest quarter of Section 5, Township 29 North, Range 6 East, W.M., in Snohomish County, Washington; Except road.

All situate in the County of Snohomish, State of Washington.

All subject to easements, restrictions and reservations of record.

EXHIBIT B

Residential Design Guidelines

Architecture. Identical building elevations will not be allowed on adjacent lots. Front elevations shall have architectural diversity including, but not limited to stoops, porches, pediments, and portals at the entry of each home. A variety of window designs, porch styles, and entry treatments shall be used to create an architectural style while avoiding repetition from house to house. When more than one model home is used, the homes shall vary in size, material and color.

Building Materials: Building materials should be of a natural appearance and may include: wood, masonry, brick, stone, tile, synthetic material of a natural appearance, although T1-11 and plywood will not be permitted.

Colors: Colors shall be subtle, and non-intrusive. No adjacent homes shall be painted the same color. Trim shall be of a different color than the primary house color. Colors should also be compatible with neotraditional design. Colors schemes shall be called-out on plans for approval from the Declarant or the Architectural Control Committee.

Decks: Baker Vista is designed for neighborly interaction and an increased use of the front entrance and porch. Decks should be designed as a private retreat, and they should be located with respect for the privacy of nearby homes. The design, size, and location of decks should not be overpowering and must be listed on plans for approval from the Declarant or the Architectural Control Committee. Decks should fit the residence aesthetically and architecturally.

Doors and Windows: Baker Vista puts an emphasis on the appeal of residential street frontage. The use of wide front porches further accentuates the front entrance. Quality doors, windows and trim that match the architectural design of the residence are recommended to complete the emphasis on the front façade. While a variety of window treatments are encouraged, windows shall have a craftsman style finish and trim. For example, the neotraditional double-hung style fits well with the old-style neighborhood we are trying to achieve. Trim around windows shall be a minimum of 3” wide.

Exterior Stairs: Exterior stairs shall be painted to blend with the residence. Solid walls are preferred over open rails to be consistent with the neotraditional style.

Exterior Walls and Siding: No expanse of walls without substantial articulation or modulation at intervals of less than 20 feet will be permitted. Historical-style,

horizontal siding with a maximum 8" width shall be used, although a mix with shake siding may be acceptable.

Fences and Gates: Fences are important in community design. Ideally, the back and side of yards should be fenced to screen for sound and light. The back yard should be a private retreat. The front yard should be approachable, welcoming and unfenced. No fences over 42" in height are permitted between the street and a line running parallel to and 5' behind the front of the house. Chainlink fences are prohibited. Variety in fencing styles should be considered to avoid repetition from lot to lot.

Garages: Where alley access is available, garage entrances shall be accessed from the alley. The impact of garages on the street and front façade should be minimized. Side-loaded front garages are acceptable where the lot is not accessible from an alley. However, large expanses of blank wall shall be broken up by windows, articulation and modulation, or other architectural features. Where front loaded, garages should be recessed from front of house at least 5' to emphasize that people, not cars, live here.

Gutters and Downspouts: Gutters and downspouts should be of a color to blend in with the fascia and trim and should be architecturally aesthetic.

Porches: The Baker Vista design concept encourages attractive front entrances and yards. Porches provide an easy transition between the street and the living area. Where the front of a lot is elevated above the street, steps shall be built up to the porch rather than grading lot down to street level. Porches should be covered, and be an integrated architectural feature of the main structure. Porches should extend at least fifty percent of the width of the frontage of the home. Porches should be at least 6 feet deep to allow for porch swings, rocking chairs, and other amenities of front porch life. Front porches should be 12 feet long or more to fit the neotraditional architectural plan. Appliances shall not be installed on porches.

Roofs: To give a subtle simplicity to the roof line of the community, the view of the roof line from the street should be clear and unobstructed by vents, antennas, and other protrusions. Vents should be located in the back slope of the roof, facing the alley. Additional craftsman details in trim and finish should be used at gable ends. Colors should be consistent with the residence and neighborhood. Roof pitches may range from 5:12 to 12:12, to fit the neotraditional, old neighborhood look of a two-story bungalow. Roof material and color should be listed on plans for approval. Acceptable roofing materials would include tile (except Spanish tile), three dimensional architectural asphalt shingles, and slate. Wood shake roofs should not be used for fire safety reasons. Roof flashing should match in color to the adjacent wall. Vents should be painted to blend in with the roof. This treatment should minimize clutter on the roof line, increasing curb appeal of the residence.

Skylights: Skylights are recommended to provide natural lighting in residences, and to reduce energy consumption. Care should be taken to reduce the impact of skylights on the roof line. Colors of skylights should blend with the roof. Bubble style skylights are not acceptable. Minimum curb as listed in the manufacturer's installation instructions should be maintained for a low profile look.

Driveways and Carports: While alley access is preferred to minimize vehicle intrusion on pedestrian areas, some Lots do not have alley access. Front accessed driveways shall have good site distance to provide maximum safety for pedestrians. Fences and landscaping should not block view of the sidewalk. Carports should be integrated into the architecture of the home. Carports should not be temporary structures.

Newspaper and Mail Boxes: Mailbox kiosks may be used to centralize mail distribution, and to encourage the pedestrian-friendly atmosphere of Baker Vista. Where private mailboxes are needed, mailboxes should be installed by the builder and maintained or replaced by the homeowner. Mailbox designs must be approved by the Declarant or the Architectural Control Committee.

Signage: Any builder signs shall be of a high quality in order to enhance the curb appeal of the residence and the community as a whole. Sign plans for both temporary and permanent signs must be submitted to the Declarant or the Architectural Control Committee for approval. Address signs should not be plastic, two-dimensional or temporary. House numbers should be high quality metal or wood.

Fireplaces and Stoves: Any vents or chimneys that protrude from the roof and any associated flashing or sheet metal shall be painted to match the residence in order to present an uncluttered roof line to public view. Fire safety must be considered when installing chimneys, roof vents, fireplaces, stoves and inserts.

Landscaping: Planting of deciduous trees on the south side of residences to allow shade in the summer and sunlight in the winter is encouraged so long as the mountain view from the top floor of any other dwelling house on another Lot easement is not materially obstructed. Landscaping should enhance the privacy of nearby homes. Landscaping debris such as lawn trimmings, rocks, branches, and dirt shall be disposed of in a timely manner in order to present an attractive appearance. Additional landscaping criteria will be established during the development process of the Baker Vista Plat.

Buffers and Separation: Buffers are not recommended for separating two single-family residential areas.

Gardens: Garden tools, associated equipment, and supplies should be stored out of public view.

Hedges: Hedges, like fences, should be used to enhance the privacy of back yards and side yards. Front yards should be approachable and friendly. Hedges should not be used in front yards. Pedestrian safety shall be considered when designing hedges. In areas, such as driveways and alleys, where automobiles and pedestrians use the same space, landscaping shall not restrict vision in an unsafe manner.

Alley Lighting: Alleys shall be illuminated with fixtures mounted on the garage at a height of 8 feet from the ground or less. Lights shall be downward facing and shall not shine into the windows of adjacent buildings.

Landscape Lighting: Exterior lighting for play equipment, sport courts, workshops and garages shall not glare into windows of surrounding buildings. Bedroom windows should be considered especially sensitive to outside lighting.

Utilities: All utility lines shall be placed underground. Utilities, equipment, and meters should connect to the residence at the rear or side to minimize impact on the view from the street. Equipment and utility connections shall be marked on plans for approval by the Declarant or the Architectural Control Committee.