

**Emerald Highlands  
Homeowners Association  
P. O. Box 3783  
Sequim, WA 98382**

**2008-1218845**

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## **Emerald Highlands Homeowners Association**

### **FIFTH (2015) AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS OF RECORD (CC&Rs)**

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#### **DECLARATION**

Declarant, Emerald Highlands Homeowners Association, a Washington corporation organized pursuant to the Washington Non-Profit Corporation Act, (herein, the "Association") successor by written assignment to the rights of the previous Declarant, Emerald Highlands LLC, a Washington limited liability company (See Exhibit B), being the former record owner of Emerald Highlands Planned Unit Development Lots 1 through 152, as the plat (herein, "Plat") thereof is recorded in Volume 12 of Plats, Pages 32 through 42, records of Clallam County, Washington (herein, the "Property"), does hereby establish the Covenants, Conditions & Restrictions upon which and subject to which all platted lots (each, a "Lot") and portions of Lots shall be improved or sold and conveyed by owners thereof. Each and every one of the Covenants, Conditions & Restrictions is and all are for the benefit of each owner of land in the Property as platted for residential use and shall inure to and pass with each and every Lot or portion of the Property, and shall bind the respective successors in interest of the present owners thereof.

**ARTICLE I**  
**Membership & Voting**

**A. Members**

Every owner in fee, contract purchaser, or grantor under deed of trust of one or more platted Lots shall be deemed for all purposes to be a Member of the Association, and shall be subject to the payment of all assessments, annual or special. Membership shall be inseparably appurtenant to the Lot owned or being purchased by the Member, and upon the transfer of ownership the membership appurtenant thereto shall be deemed to be transferred to the contract purchaser or grantee. In the event of the death of a Member, the membership passes in the same manner and to the same persons as does the Lot. No Member may withdraw except upon the transfer of title to or contracting for the sale of the Lot or Lots to which the membership is appurtenant. No compensation shall be paid by the Association upon the transfer of membership.

**B. Voting**

All owners shall be entitled to one voting interest for each Lot owned. Where a Lot is held by more than one owner, the owners collectively shall have one voting interest, with a majority being decisive. In advance of any meeting of the Association, the sharing owners shall report to the secretary which one of them will exercise the voting interest for the group. In the event of any dispute among them, the decision of the presiding officer of the meeting shall be final. Where the owners of a Lot are married and a dissolution proceeding is pending, the current occupant owner shall be entitled to exercise the voting interest for said Lot.

**ARTICLE II**  
**Covenant for Assessments**

**A. Power to Impose Assessments**

The Board of Directors of the Association shall have the power to impose an assessment on each Lot for the purposes of the Association. These purposes shall include, but not be limited to, defraying the administrative costs and expenses of the Association, the operation and maintenance of the real property owned by the Association for the common use and enjoyment of the owners (herein, the "Common Areas"), enforcement of compliance by the owners with the provisions of this Declaration, and otherwise protecting the interests of the members.

**B. Annual Assessments**

The Board of Directors shall impose on each Lot, at the time and in the manner and amount determined by the Board, an assessment each year for the purposes stated above. Such assessment shall be the same for each Lot.

**C. Special Services Assessments**

The Board of Directors may impose on any Lot, as appropriate and particular to that Lot, a charge for the incurred expense of any special services rendered on behalf of the owner of that Lot. Without limitation, examples would be the cost incurred by the Association for the mowing of weeds on the Lot prior to building, which the owner failed to mow after appropriate notice has been sent to the owner, or for failures of an owner to maintain the landscaping in good condition after appropriate notice.

**D. Creation of the Lien and Personal Obligation of Assessments**

Each owner of any Lot, by acceptance of a deed or contract of purchase therefor, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay to the Association any and all assessments or charges levied against the Lot. Such assessments shall be established and collected as the Bylaws and this Declaration more particularly provide. After the fixing of the assessment

or assessments by the Board of Directors of the Association, such assessment or assessments shall be and become a charge upon the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest after default at a rate of 6% over the prime rate of interest as published in the Wall Street Journal, and including costs and reasonable attorneys fees, shall also be the personal obligation of the person who was the owner in fee, contract purchaser or contract vendor of such Lot at the time of the imposition of the assessment charge. In the event a Lot is transferred subject to delinquent assessments, both the prior owner and the successor in title shall be liable jointly and severally for the payment of any such delinquencies, subject, however, to the provisions of Article II F below.

**E. Enforcement of Lien and Collection of Assessments**

In the event any assessment or assessments shall remain unpaid for a period of sixty (60) days after the stated due date, or date of notice to the owner of its imposition, whichever is later, the same shall be deemed in default and may be collected, at the option of the Association, by such lawful methods of enforcement, judicial or extra-judicial, as are provided by law. The lien here imposed shall be prior to all other liens except (1) tax liens upon property in favor of any assessing unit or special district, and (2) all sums unpaid on all mortgages of record. In any suit or action brought to foreclose the lien herein claimed, or for collection in any other manner whatsoever, in addition to the amount of the assessment or assessments, the Association may collect interest from date of assessment to date of collection, costs of suit (including title searches), and reasonable attorneys fees.

**F. Subordination of lien to Mortgages**

The lien of the assessments provided for in this Declaration shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment or lien.

**G. Exempt Property**

Property exempt from the payment of assessments include all properties dedicated to and accepted by a public authority, and the Common Areas set aside for nonresidential use.

**ARTICLE III**  
**Architectural Committee**

**A. Appointment**

The Architectural Committee shall be appointed by the Board of Directors of the Association and shall consist of no fewer than three (3) nor more than five (5) persons. Members of the Architectural Committee shall serve at the pleasure of the Board of Directors of the Association and may be replaced or removed with or without cause at the discretion of the Board.

**B. Meetings**

Except as otherwise provided herein, a majority of the members of the Architectural Committee shall have the power to act on behalf of the Committee. The Committee shall act only upon written instruments setting forth the action taken, and shall be signed by the members of the Committee consenting to the action and present thereat.

**C. Plan Approval**

All landscaping and building plans shall be submitted for consideration to the Architectural Committee, together with the appropriate filing fee as fixed by the Board of Directors. No plan shall be approved that does not conform to all the stipulations in the CC&Rs, and no variance from an approved plan is allowed without the approval by the Committee of a revised plan. The Committee shall recognize that there can be an infinite number of architectural concepts and ideas for the development of the Property. For the protection of all members of the association, the Architectural Committee shall not

interpret the CC&Rs in an overly restrictive manner. The overall goal of the CC&Rs is to preserve view to the extent reasonably possible, maintain neat landscaping and ensure a high quality residential neighborhood while restricting enjoyment of the residential use of the lots to the minimum extent possible.

**D. Time**

The Architectural Committee shall have fifteen (15) working days from the date of submission of any plan to approve or reject the same in accordance with the standards set out in paragraph C above. The same stipulation shall apply in the case of the filing of revised plans and specifications, or plans, which provide for the modification, rebuilding, or revision of existing structures.

**E. Costs**

The Architectural Committee shall have the authority to retain architects and engineers and other experts to review original plans and specifications and plans and specifications for improvements. The reasonable cost thereof shall be paid by the owner submitting for approval, and payment thereof shall be a condition to any such approval. Prior to taking such action the owner shall be notified.

**F. Empowerment**

The Architectural Committee has been authorized by the Board of Directors to take whatever steps may be required to ensure compliance with the provisions of the Covenants, Conditions & Restrictions enumerated in Articles IV & V below. If it should become necessary to seek redress through legal action, the Committee shall consult with the Board of Directors of the Association, which has sole authority to file such an action.

**ARTICLE IV**  
**Building Covenants, Conditions & Restrictions**

**A. Building Plans**

Before construction of any kind begins, plans and specifications for all structures or exterior additions must be submitted to the Architectural Committee for assessment concerning their conformity with the provisions of the CC&Rs, as well as the quality of materials, size and harmony of exterior design, relation to any existing structures, and its placement with respect to topography, setbacks and original grade elevation prior to commencement of any construction. All building plans shall be to scale. All construction must conform to city building codes. Plans for any exterior remodeling or repainting must also be approved by the Architectural Committee. Requirements for application and necessary accompanying documents shall be determined by the Architectural Committee. All agreements, approvals and decisions of the Committee shall be communicated in writing.

**B. Set Backs**

No more than one single-family dwelling shall be constructed per Lot. Subject to variances granted by the Architectural Committee for good cause, no building shall be erected or maintained on any Lot in such a manner that any part of the primary structure shall be nearer than twenty-two (22) feet from any front Lot line, nor nearer than ten (10) feet from any rear Lot line, nor nearer than eight (8) feet from any side Lot line, nor nearer than fifteen (15) feet from any side Lot line bordering on a road, provided however, that the Architectural Committee may reasonably request greater setbacks to help preserve the views as pursuant to Article V B of this Declaration. On a corner Lot, either street may be considered the front of the Lot. Whichever street is considered the front, the setback shall be 22 feet from the property line and the setback from the other street property line shall be 15 feet.

**C. Minimum Dwelling Size**

Subject to variances granted by the Architectural Committee for good cause, the ground floor

area of the main structure, exclusive of open porches, patios, and garages shall not be less than 1,600 square feet in single story structures, nor less than 1,250 square feet of floor area on the ground floor of two level structures. The construction of detached garages or unenclosed garages or carports is prohibited.

**D. Building Heights**

In general, all dwellings may be one or two story, which includes tri-level or split-level, and shall be used as single-family residences only. Views from all Lots shall be safeguarded to the extent possible. Except as otherwise approved by the Architectural Committee for good cause, building heights shall be no more than eighteen (18) feet measured from the original grade at the high corner of the foundation footprint. Elevation drawings shall show building heights from original grade and finished grade. In the event the terrain of a specific Lot would make it difficult to determine original grade during construction, the Architectural Committee may require the owner to establish a survey point from which to measure building height above original grade. This survey point shall remain in place until the structure's top plate has been installed and the Architectural Committee has reviewed the height and given final approval. Any variations of said height limit must be approved by the Architectural Committee.

**E. Exterior Construction Materials and Colors**

New materials on all exterior surfaces shall be required unless otherwise approved by the Architectural Committee. Used brick, however, will be permitted. Exterior siding and paint color shall be in harmony with the norm of the neighborhood. In the application package the Architectural Committee shall be provided with information for the type of siding and other exterior materials, paint swatches and samples or other information as may be requested.

**F. Factory Built/Modular Houses** The use of Factory Built or Modular residences (where sections of, or an entire home is constructed elsewhere and moved on to the Lot) shall be at the sole discretion of the Architectural Committee. Their decision for approval or disapproval will be based on the determination that the proposed home will be comparable or better in materials, design and appearance, than "conventionally" built homes. Mobile homes shall not be permitted.

**G. Unapproved structures**

Buildings which are not physically connected to and part of the principal residence structure shall not be allowed. This prohibition includes, but is not limited to, all outbuildings such as garages, workshops, storage sheds or bins.

**H. Structural Buildouts**

Roof eaves may overhang into the setback a maximum of 24 inches. However, bay windows, fireplaces or other structural extensions shall not encroach the setback.

**I. Decks and Patios**

Decks and any attached stairs above ground level shall comply with all building setbacks. Patios at grade level are not affected by the setbacks.

**J. Roofs**

All residences shall have pitched roofs, except as approved by the Architectural Committee for good cause shown.

**K. Driveways**

All driveways and parking areas shall be of hard surface material, such as asphalt, concrete, or other materials approved by the Architectural Committee. Driveways may extend into the setback. Parking is not permitted on yards or landscaped areas of any Lot.

**L. Drainage**

Owners must ensure adequate drainage of any water runoff from roof gutters and any type of peripheral drainage system. This shall consist of a pipe to the city storm drain system or to a properly constructed dry well. Any open-ended-piping shall be concealed as much as possible and extend to the street gutter to enable proper flow to the storm drainage system. Ground water runoff shall be controlled to the extent necessary to avoid excessive water drainage to neighbors' property.

**M. Wood Stoves and Fireplaces**

No more than one wood stove or wood-burning fireplace may be installed per Lot. This provision does not limit the number of permissible propane or electric fireplaces.

**N. Entry Lights**

Upon completion of construction and prior to occupancy, an automatic photoelectric pole light of decorative and attractive construction, as approved by the Architectural Committee, shall be erected within ten (10) feet of the front property line and adjacent to the front walk or driveway. Such light shall be not less than five (5) feet nor more than eight (8) feet in height with an enclosed light of not less than 40 watts nor more than 100 watts, such lighting being considered a necessary safety factor and convenience. The use of equivalent low-energy bulbs is encouraged. In order to perform its function properly, the entry light shall be a customary white light. Maintenance in proper operating condition is the responsibility of the owner.

**O. Antennas**

No radio or television antennas shall be permitted on the outside of any residence or structure. Satellite dish antennas shall be no larger than one meter in diameter and shall be discretely placed in a location to blend inconspicuously with overall property appearance. The Architectural Committee may grant variance from this restriction for good cause.

**P. Mailboxes**

Mailboxes must meet the minimum requirements of the Postal Service regulations.

**Q. Prosecution of Work**

The construction work on all buildings and structures shall be prosecuted diligently and continuously from commencement of construction until exteriors of such buildings are completed and painted or otherwise suitably finished. Exterior work on any building shall be completed within nine (9) months from the start of construction. Said construction shall conform to the requirements of the applicable city, county, and state agencies and architectural conditions as herein set forth.

**R. Maintenance and Appearance of Work Site**

Owners are responsible for ensuring that their contractors maintain the construction site in a professional manner by periodically (at least weekly) removing debris and cleaning up any dirt and mud that may get on the street. Heavy equipment and truck operators should be cautioned to avoid breaking road, curb, sidewalk, and pavement edges, and owners shall be responsible for the repair of damage to any such. Ditches should be filled promptly to avoid a potential safety hazard. Work on a construction site, except for quiet interior work, shall not commence before 7:00 AM nor extend past 9:00 PM.

**S. Inspection**

Upon completion of any home or improvement to the home, the owner shall promptly notify the Committee in writing. The Committee shall have a period of fifteen (15) days from the date of the receipt of notice in which to examine and inspect the improvement for the purpose of determining whether it complies with the plans and specifications as approved by the Architectural Committee. In the event the Committee determines that such improvement does not comply with such plans and specifications and the

provisions of the CC&Rs, it shall notify the owner within the fifteen (15) day period. The owner, within such time as the Committee shall specify, but not less than thirty (30) days from the date of notice, shall either remove such improvement or alter the same so that it shall comply with the plans and specifications as submitted and approved by the Committee.

## **ARTICLE V**

### **Landscaping Covenants, Conditions & Restrictions.**

#### **A. Timing**

The owner shall submit a landscaping plan to the Architectural Committee for consideration within 90 days of final inspection. Landscaping of a Lot as approved by the Architectural Committee shall be completed as soon as possible, preferably within 120 days of final inspection. Longer completion schedules for good cause may be approved by the Architectural Committee. The plan shall identify all structures, fences, retaining walls, shrubs, trees and all other significant features. Any plants that will exceed six (6) feet when mature shall be identified by name. The plan shall provide a schedule for when the landscaping shown on the plan will be completed. Completion of landscaping as discussed above shall refer only to the front yard and any other sections that clearly impinge on the views of others. Backyard landscaping for all Lots shall be done in a reasonable period of time following occupancy, and shall conform to all landscaping requirements described in this Article.

#### **B. View**

Owners shall restrict the height of improvements and the height of trees and vegetation growing on the Lots to the end that the view of other owners shall be preserved to the greatest extent reasonably possible. Subject to variances granted by the Architectural Committee for good cause, the height of trees and vegetation growing on any Lot shall not exceed 18 feet from original grade before mounding unless the planting is in a position not to interfere with any other property owner's view. The Architectural Committee shall have the responsibility of determining whether trees or other vegetation on any Lot unreasonably interfere with the view from other Lots. In any case in which the Committee shall determine that there is such interference, it shall send a notice in writing to the owner of such Lot, which notice shall set forth the extent to which the trees or other vegetation shall be pruned or removed. If within thirty (30) days after the receipt of such notice, the owner has not caused such trees or other vegetation to be pruned or removed to the extent required, the Committee, acting on behalf of the Association, may cause its work to be done at the expense of the offending owner. Within the thirty (30) day period after such notice, the owner may appeal to the Association by written notice to the president of the Board. The Board shall have the authority to negotiate a settlement with the owner mitigating the view impact.

#### **C. Fences, Hedges and Mass Plantings**

No fence, wall, hedge or mass planting shall be erected or maintained on any Lot exceeding six (6) feet in height or unreasonably restrict or block the view from an adjoining Lot or materially impair the continuity of the general landscaping plan of the property. Any side fence shall extend toward the front no farther than five (5) feet back from the front edge of the residence, except for decorative, short fences to enhance landscaping or to conceal utilities, transformers, etc. Fences shall be well constructed of materials generally considered to be suitable for and complimentary to a residential neighborhood. Although not preferred, chain link fences, if approved by the Committee, shall be black or dark green.

Such chain link fences shall be given consideration for use only in the rear of the residence where visibility by other residences is limited. All plans for fencing shall be submitted to the Architectural Committee for prior approval.

**D. Decorative Structures**

Any decorative structures such as fountains, hot tubs, gazebos or arches must meet the view standard. These items must be included in the landscaping plan approved by the Architectural Committee.

**E. Landscaping Changes**

Any changes to previously approved landscaping that involve the addition of plantings that may exceed six (6) feet in height, new fences, or new structures, shall be submitted to the Architectural Committee for consideration. Attention shall be given to the view concerns expressed in B above.

ARTICLE VI

**General Covenants, Conditions & Restrictions**

**A. Signs**

No sign or billboard of any description, except the usual and ordinary name and address signs and public notices required by law, shall be erected or displayed upon any lot or street, except temporary signs of the following types, not more than 6 square feet in area and (except for sale signs) located not less than 15 feet from any street: a) one "For Sale" or "For Rent" sign when applicable; b) builder and/or landscaper signs that advertise their work during construction and landscaping (these signs shall be removed within one month of completion of the project); c) political yard signs for up to six weeks prior to a primary or general election (these signs shall be removed within one week after an election). The Emerald Highlands sign located within the Common Area is exempted from these restrictions.

**B. Animals**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or building thereon. Dogs, cats or other household pets may be kept provided that such keeping is not for commercial purposes or in such quantities or under such conditions that would be reasonably objectionable in a residential neighborhood. Household pets must be kept within the confines of the owner's property or on a leash at all times. The straying or roaming of any household pets is specifically prohibited. Frequent barking or howling of dogs, or overly aggressive dogs, shall constitute a nuisance and shall be sufficient basis for taking action as described in the enforcement paragraph of these Covenants. Feeding of wild life, such as deer, raccoons or geese, may create a neighborhood nuisance, and is discouraged.

**C. Care and Appearance of Premises**

Each owner shall maintain the grounds of the Lot in a neat and attractive manner and free of any material that could create a fire hazard. Grass shall be kept cut and shrubbery pruned. The owner shall control the growth and spread of weeds and brush and remove any dead trees, shrubbery or plants. Any unattractive material or items that detract from the natural appearance of the Lot, such as building materials, junk items, landscaping maintenance equipment such as mowers, wheel barrows, etc., shall be stored indoors or in an enclosure out of view of roadways or adjacent sites.

Owners shall maintain the improvements on their Lot such as drains, walks, retaining walls and fences in a good state of repair and condition, and shall maintain the external building trim, siding, paint and roofing.



**D. Unapproved Residences**

No structure, other than an approved residence, shall be used as a residence, either temporary or permanent. The definition of “structure” includes trailers, mobile homes, campers, basement, tent, shack, garage or shelter of any kind, including RVs.

**E. Nuisances**

No noxious, illegal or offensive use of land shall be carried on or permitted upon any Lot. Nothing shall be done on the property that may be or may become an annoyance or nuisance to the neighborhood. Practice session for a rock band or continuously barking dogs would be an example of such nuisances.

**F. Trash Disposal**

No Lot or tract shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in conventional sanitary containers for proper disposal, said container to be placed out of view from roadways or adjacent sites except p.m. the day before collection and removal on normal day of collection. The removal and disposal of all such materials shall be the sole responsibility of the individual Lot owner. Burning barrels or incinerators are not permitted. Burning of brush, yard waste, trimmings, or other landscaping debris is not permitted on any Lot.

**G. Business Activity**

No trade, manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried out upon any Lot or within any building located in the Property, with the exception of lawful cottage industries that do not significantly increase neighborhood traffic or street side parking. Examples of such allowed business would be authors, telemarketing and computer programming. Non-commercial hobbies or crafts are permitted provided that they do not become an annoyance or nuisance to the neighborhood.

**H. Renting of Residences**

Owners who rent to others shall notify the Association in writing and in advance of occupancy, the name and phone number of the lessee. Only one family per home is permitted. Owners must provide the lessee with a copy of the CC&Rs, and shall be fully responsible for their compliance.

**I. Commercial vehicles**

No vehicles (including buses and trailers of any description) used in connection with any trade, service or business, wherever the same may be conducted, may be stored, dismantled or repaired outside of any building on any Lot, except that pickup trucks, vans and passenger vehicles used for business may be parked in driveways.

**J. Storage of Supplies and Equipment**

No equipment, goods or supplies used in any commercial enterprise may be displayed openly or stored outside a building on any Lot, nor any kind of cleaning or maintenance of such material be done on any Lot.

**K. Storage of Vehicles**

Buses, trailers, campers, or boats may not be parked continuously in a driveway. They may be parked behind the front setback line as set forth in Article IV B of this Declaration, if screened from the sight of adjacent owners and not restricting views. It is recommended that large recreational vehicles, such as RVs, be stored in commercial storage lots.

**L. Use of RVs**

Recreational Vehicles may be parked in a front driveway for trip preparation for not more than two (2) overnights. City code allows RVs to be parked on a city street for a maximum of seven (7) days.

**M. Easements**

Easements and right-of-way are hereby expressly reserved for the creation, construction and maintenance of all water, telephone, television, electrical power, gas or utility lines of whatsoever kind. All utilities herein described shall be installed and maintained underground, excepting only that such transformers, hydrants, and other service points and connecting terminals may be installed at ground level where such installation is necessary and convenient to the utility operator.

**N. Empowerment**

The Board of Directors of the Association may appoint a Committee for oversight and enforcement of the General Covenants, Conditions and Restrictions enumerated in this Article VI. Such Committee shall have the authority to take whatever steps may be necessary to ensure compliance with these provisions. If it should become necessary to seek redress through legal action, the Committee shall consult with the Board of Directors, which has the sole authority to file such action.

**ARTICLE VII**

**Duration of Covenants & Enforcement**

**A. Term**

The Covenants, Conditions & Restrictions herein set forth shall run with the Property and shall be binding on all parties and all persons claiming under them until thirty years after the original date of this Declaration (Dec. 2, 1997), at which time these provisions shall be automatically renewed for successive periods of ten years, unless a majority of the Members of the Association vote to terminate this Declaration.

**B. Jointly and Severally Enforceable**

Each and every one of the Covenants, Conditions & Restrictions contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of such Covenants, Conditions & Restrictions shall for any reason be held to be invalid or unenforceable, all remaining Covenants, Conditions & Restrictions shall nevertheless remain in full force and effect.

**C. Enforcement**

In the event of any violation or attempted violation of any of the Covenants, Conditions & Restrictions herein contained, the Board of Directors, either directly or through its appointed committee or committees, shall attempt to resolve the issue through consultation with the perceived violator. If such attempts fail, or if an emergency situation exists, the Association or any owner shall have the right to bring an action to restrain and enjoin the violations or attempted violations, and to receive all necessary equitable relief to prevent the same, including the modifying or removal of any offending structure, object or animal and shall, in addition, have the right to recover damages suffered as a result of any violation. Failure by the Association or by any owner to enforce any Covenant, Condition, or Restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.

**D. Notification**

Any demand to be made upon, or any notice to be given to, the owner of any Lot to which this Declaration relates shall be in writing. This demand or notice may be given to such owner either by

personal delivery or by sending same by United States mail to the record owner of the Lot with respect to which the demand or notice relates, or to the street address of the dwelling house situated upon the relevant lot. Notification, addressed and sent as aforesaid, shall be deemed to have been fully communicated upon the expiration of four (4) days after the time of mailing.

**E. Attorney Fees**

In any action brought by the Association or by any owner against any Lot owner to enforce any Covenant, Condition or Restriction herein contained, or by any Lot owner against the Association to require the Association to enforce the same, the prevailing party shall be entitled to recover, in addition to costs, a reasonable sum fixed by the court as and for attorneys fees.

**ARTICLE VIII**  
**Amendments**

**A. Recording**

These Fifth Amended and Restated Covenants, Conditions and Restrictions amend and supersede in their entirety the Covenants, Conditions and Restrictions, previously recorded in Volume 1067 of Deeds, Pages 609 through 624, under Auditor's File No. 711650, records of Clallam County, Washington and the Amended Declaration of Covenants, Conditions and Restrictions of Record of Emerald Highlands previously recorded in volume 1097 of Deeds, Pages 67 through 82, records of Clallam County, Washington, the Second Amended Declaration of Covenants, Conditions and Restrictions of Record of Emerald Highlands previously recorded in the year 1997, Clallam County recording #19971001129000, the Third Amended and Restated Declaration of Covenants, Conditions and Restrictions of Record of Emerald Highlands previously recorded in the year 2002, Clallam County recording #20021079673 and the Fourth Amended and Restated Declaration of Covenants, Conditions and Restrictions of Record of Emerald Highlands previously recorded in the year 2005, Clallam County recording #20051169560.

**B. Approval**

This Fifth Declaration was approved by over 97% of the voting interests present, either in person or by proxy, at a meeting of the Association held on November 13, 2007, at which a quorum was certified.

**C. Amending**

This Declaration may be amended by the approving vote of not less than thirty-four percent (34%) of all of the voting interests present and voting in person or proxy at any duly called meeting of the Association at which a quorum has been certified.

\*\*\*\*\*

IN WITNESS WHEREOF, the undersigned Declarant has signed this Amended and Restated Declaration this 20<sup>TH</sup> day of OCTOBER, 2015

EMERALD HIGHLANDS HOMEOWNERS ASSOCIATION

By Sue A. Nelson  
Sue A. Nelson, President

State of Washington  
County of Clallam

I certify that I know or have satisfactory evidence that Sue A. Nelson is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the President of the Emerald Highlands Homeowners Association, a Washington Non-Profit Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 20<sup>th</sup> day of October, 2015



Bobbi L. Stringer  
Notary Public for the State of Washington

Residing at Port Angeles, WA

Print Name Bobbi L. Stringer

My Appointment Expires 8-1-2016

\*\*\*\*\*

EXHIBIT A  
To  
DECLARATION

Legal Description

*Emerald Highlands Planned Unit Development Lots 1 through 152 as recorded in volume 12 of Plats, Pages 32 through 42, records of the Clallam County, Washington*

\*\*\*\*\*

WITNESS WHEREOF, the undersigned Declarant has signed this Amended and Restated Declaration this \_\_\_\_\_ day of \_\_\_\_\_, 2015

EMERALD HIGHLANDS HOMEOWNERS ASSOCIATION

By \_\_\_\_\_  
Sue A. Nelson, President

State of Washington  
County of Clallam

I certify that I know or have satisfactory evidence that Sue A. Nelson is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the President of the Emerald Highlands Homeowners Association, a Washington Non-Profit Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Notary Public for the State of Washington

Residing at \_\_\_\_\_

Print Name \_\_\_\_\_

My Appointment Expires \_\_\_\_\_

\*\*\*\*\*

EXHIBIT A  
To  
DECLARATION

Legal Description

*Emerald Highlands Planned Unit Development Lots 1 through 152 as recorded in volume 12 of Plats, Pages 32 through 42, records of the Clallam County, Washington*

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