

DECLARATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS
AND RESERVATIONS
FOR
DISCOVERY POINT

ARTICLE 3. CONSTRUCTION ON LOTS AND USE OF LOTS

Section 3.1 Uniformity of Use and Appearance . One of the purposes of this Declaration is to assure within the property: (i) a uniformity of use and quality of workmanship, materials, design, maintenance and location of Structures with respect to topography and finish grade elevation. It is in the best interests of each Owner that such uniformity of use be maintained as hereinafter provided. No building (except for Accessory Structures) shall be erected, altered, placed or permitted-to remain on any Lot other than one single family dwelling. Accessory Structures including storage buildings are permitted only as allowed by the requirements of the Article 3.6.20 Notwithstanding anything herein set forth, the Construction of any Structure shall comply with the more restrictive of either (I) the terms and conditions of this Declaration or (ii) the laws, codes, ordinances and regulations of any governmental entity having jurisdiction.

Section 3.15 Building Materials. All homes constructed on each Lot shall be built of new materials, with the exception of “decor” items such as used brick, weathered planking, and similar items. The Board will determine whether a used material is a “decor” item. In making this determination, the Board will consider whether the material harmonizes with the aesthetic character of DISCOVERY POINT development and whether the material would add to the attractive development of the subdivision. All roofs are to be cedar shake, pine shake, WoodRuf roofing or an equivalent approved by the Board. Siding and trim are to be resawn wood, lap or vertical siding or an

equivalent to be approved by the Board. No T-111 product shall be allowed on the front elevation or side elevation facing streets of the structure. Resawn cedar plywood will be allowed for soffits and accent panels.

The exterior of all construction on any Lot shall be designed, built, and maintained in such a manner as to blend in with the natural surroundings and landscaping within DISCOVERY POINT. Exterior colors must be approved by the Board. Exterior trim, fences, doors, railings, decks, eaves, gutters, and the exterior finish of garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the structure they adjoin. Generally, colors shall be muted earth tones, grays, beiges and similar shades.

Section 3.2 Submission of Plans. At least ten (10) days before commencing Construction of any Structure on any Lot, the Owner shall submit to the Board two (2) complete sets of detailed building plans and a site plan showing the location of all proposed Structures (the plans, specifications and site plans are individually and collectively referred to herein as the "Plans"). The Plans shall be submitted in a form satisfactory to the Board, which may withhold its approval by reason of its reasonable dissatisfaction with the location of the Structure on the Lot; color scheme; finish; architecture; height; impact on view from another Lot or Lots; appropriateness of the proposed Structure; materials used therein; or because of by reasonable judgment of the Board, would render the proposed Structure inharmonious with the general plan of development of the Property or other Structures nearby. The Board's approval or disapproval of Plans shall be in writing and approval shall be evidenced by written endorsement on such Plans, one copy of which shall be delivered to the Owner of the Lot upon which the Structure is to be constructed. In any judicial action to enforce the Board's decision the losing party shall pay the prevailing party's attorney's fees and costs including those incurred in connection with any appeal. BUILDING PLANS AND PLOT PLANS SUBMITTED BY CAPSTONE HOMES HAVE BEEN PRIOR APPROVED BY THE BOARD.

Section 3.3 Construction. No structure shall be Constructed or caused to be Constructed on any Lot unless the Plans for the Structure have been approved in writing by the Board (this includes storage sheds). The Board's review and approval or disapproval of Plans on the basis of cost, aesthetic design, harmony with previously approved Structures on or about other Lots in the Property, location, or consistency with this Declaration shall be absolute and enforceable in any court of competent jurisdiction. The Board's approval of any Plans, however, shall not constitute any warranty or representation whatsoever by the Board or any of its members that such Plans were examined or approved for engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes,

ordinances, regulations, and setbacks and each Owner hereby releases any and all claims or possible claims against the Board or any of them, and their heirs, successors and assigns, or of any nature whatsoever, based upon engineering or structural integrity or sufficiency of compliance with applicable governmental laws, codes, ordinances, regulations, and setbacks.

If, after the expiration of three (3) years from the closing of any sale or other conveyance of a Lot to Owner, Owner shall not have in good faith commenced the construction of an acceptable Structure thereon, Declarant may, at its option rescind such sale or conveyance, refund all or such portion of the purchase price as has been paid, if any, without interest thereon, and enter into possession of such Lot.

Section 3.4 Minimum Size

3.4.1 Floor Area. The floor area of the main house structure, exclusive of open porches and garages shall be not less than: (i) 1100 square feet for a dwelling containing a single level; and (ii) 1400 square feet for a dwelling containing two levels or more. All structures shall contain a minimum of two (2) car garages.

3.4.2 Lot Size. No lot or portion of a lot in this plat shall be divided and sold or resold, or ownership change or transferred whereby the ownership of any portion of this plat shall be less than one area required for the use district in which the lot is located.

Section 3.5 Maximum Height. All buildings or Structures shall be Constructed in accordance with Pierce County and other applicable Codes.

Section 3.6 USE RESTRICTIONS

3.6.1 Residential Use. The dwellings within the Structures are intended for and restricted to use as single family residences only, on an ownership, rental, or lease basis, and for social, recreational, or other reasonable activities normally incident to such use. In addition to the foregoing, Declarant and any Participating Builder may use dwellings it owns as temporary sales offices and models for sales of other lots and homes.

3.6.2 Maintenance of Buildings and Lots. Each Owner shall, at the Owner's sole expense, keep the interior and exterior of the Structure on the Owner's Lot, as well as the Lot itself, in a clean and sanitary condition, free of rodents and pests, and in good order, condition and repair and shall do all redecorating, painting, landscaping, and maintenance at any time necessary to maintain the appearance and condition of the Structure and the Lot.

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

3.6.4 Parking. Other than operable passenger automobiles in regular use, all trucks, campers, trailers, boats, motorcycles, vehicles under repair or other vehicles, or portions thereof will be prohibited from parking or remaining on any Lots; unless the same is placed in a garage, or fenced side or rear yard which places the vehicle(s) totally out of public view. Overnight vehicle parking will be prohibited on streets adjoining any Lot or tract, except occasional guest parking shall be permitted for a maximum of twenty-four (24) hours.

3.6.5 Signs. No sign of any kind, except for political signs and then only for a period of 30 days prior to said election, shall be displayed to the public view on or from any Lot without the prior written consent of the Board, except for "For Rent" or "For Sale" signs not to exceed three (3) square feet in a form not prohibited by any rules and regulations of the Board. In any case, any displayed sign shall be constructed professionally, designed and displayed in a tasteful manner acceptable to the Board.

3.6.6 Animals. Animals, including horses, livestock, poultry, reptiles or pigs shall not be kept on any lot. Household pets cannot exceed three (3) in number; provided that unweaned puppies or kittens may be kept. All animal enclosures must be kept in a clean, neat and odor free condition at all times. All household pets are to be licensed. All animals must be kept at a distance of not less than 50 feet from abutting Structures and erosion control Structures if directed by the Board. The Board may at any time require the removal of any pet which it finds disturbing other Owners or tenants unreasonably, in the Board's determination, and may exercise this authority for specific pets even though other pets are permitted to remain. Notwithstanding anything set forth herein all Owners shall comply with all applicable governmental laws, codes, ordinances, regulations and licensing requirements pertaining to animals.

3.6.7 Temporary Structures. No Structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be installed, placed or used on any Lot as a residence, either temporarily or permanently. Jobsite trailers and the like may be kept on site during construction of residence, so long as their appearance is kept up.

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

3.6.9 Radio and Television Aerials. No television or radio aerial shall be erected or placed on any Lot which is more than six (6) feet in height above the highest point (exclusive of chimneys) on the Structure upon which it is erected. No rotary beams, separate towers or other similar devices shall be constructed on any Lot without the written approval of the Board. No large satellite receiving dishes or other such electronic receiving devices shall be located on any Lot. All aerial dishes less than 24” in size must receive prior written approval from the Board.

3.6.10 Trash Containers and Debris. All trash shall be placed in sanitary containers either buried or screened so as not to be visible from adjoining Structures or streets or roadways. No Lot or any portion thereof shall be used as a dumping ground for trash or rubbish of any kind. Yard rakings, dirt and debris resulting from landscaping work or Construction shall not be dumped onto adjoining Lots or streets or roadways. Compost piles may be kept upon the Lots provided they are kept in a clean, neat, sanitary condition.

3.6.11 Offensive Activity. With the exception of mineral recovery operations, operating pursuant to valid rights and operating permits, no noxious or offensive trade, craft, business, profession, commercial or manufacturing enterprise or commercial activity of any kind, shall be conducted or permitted on any Lot, nor shall goods, equipment, vehicles or materials used in connection therewith, be kept, parked, stored, dismantled or repaired outside of any Lot or any street within the Property. Limited child day care, so long as no more than four (4) children are in attendance at any one residence is permitted. Any such day care must be strictly limited in scope of operation. Business activities such as home offices, bookkeeping, data processing, etc. are not considered to be offensive and are permitted. No noxious or offensive activity, including but not limited to the creation of excess levels of noise, shall be carried on in any Lot, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners or tenants.

3.6.12 Setbacks. Set backs will be per Pierce County requirements. For purposes of this Section, eaves, steps and open porches shall not be considered as part of the Structure; provided that this Section shall not be construed to permit any portion of a Structure on any Lot to encroach upon any other Lot. All Structures shall also comply with all applicable governmental laws, codes, ordinances and regulations pertaining to setbacks.

3.6.13 Fences. No fence shall be constructed on any Lot without prior written approval of the Board, which approval may be granted or denied in the Board's sole discretion. All fences shall be constructed in a good and workman-like manner of suitable fencing materials and shall be artistic in design and shall not detract from the appearance of any adjacent Structures. No fence higher than three feet shall be constructed in areas from the front of Structure to Street. See Addendum #A for pre-approved fence detail.

3.6.14 Underground Utilities. All utility lines or wires located outside a dwelling unit shall be in utility conduits attached to such units or underground.

3.6.15 Drainage. All building downspouts, footing drains, and drains from all impervious surfaces, shall be connected to the approved permanent storm drain. Individual lot filtration systems, where permitted, shall be constructed at the time of the building permit and shall comply with said plans on file with Pierce County unless otherwise approved by Pierce County. Any and all drainage from a Lot, which in the reasonable opinion of the Board causes erosion problems, shall be piped at the Lot Owner's expense to the nearest underground public storm sewer line. All roof drains that are allowed shall be connected to public storm water system. Absolutely no dumping of any pollutants into any storm water systems shall be permitted.

3.6.16 Damage. Any damage to streets, plat improvements, entry structure, fences, landscaping, mailboxes, lights and lighting standards by Lot Owners, their children, contractors, agents, visitors, friends, relatives or service personnel shall be repaired by such Owner to its original condition and approval of the Board within twelve (12) days from the occurrence of such damage.

3.6.17 Driveways. All driveways shall be paved with Portland cement concrete from the edge of the paved street to the garage. If the drive exceed 40' then blacktop is acceptable, but in any event the remaining 20' to the Structure shall be cement.

3.6.18 Tract Maintenance. Tract B shall be maintained in accordance with the Development Regulations for the plat of Discovery Point. No clearing, grading, fill, or construction of any kind will be allowed within Tract B except for the removal of diseased or dangerous trees and the placement of supplemental landscaping. A diseased tree shall be defined as one that has a strong likelihood of infecting other trees or brush in the area or becoming dangerous as a result of the disease, as determined by an expert approved by Pierce County. A dangerous tree shall be any tree which, in the opinion of an expert approved by Pierce County (such as, but not limited to, an experienced landscaper), has a strong likelihood of falling in the event of a 60 mph wind.

Disposal or placement of any and all materials, onto Tract B, including but not limited to yard waste (including lawn clippings), household waste, vehicles or parts thereof or any other item will be prohibited. Tract B will be maintained in compliance with notes 3, 10, 12 and 19 under Condition of Approval as appear on sheet 2 of 6, plat of DISCOVERY POINT.

3.6.19 View Control Plan. The Board shall have the authority to promulgate, alter, amend and enforce a view control plan for the purpose of providing a uniform and equitable system for the maintenance of views from Lots within the Property. Such plan may obligate Owners to prune, trim or remove trees, shrubs or other vegetation as necessary to protect and maximize views. The expense of any such required pruning, trimming or removal shall be borne as agreed between affected parties or as determined by the Board.

3.6.20 Accessory Structures. No storage structures, outbuildings, carports, garages, sheds, or other structures not deemed to be residential dwelling units, except for the originally constructed garage, shall be allowed on any lot without written approval of the Architectural Control Committee. Further, any approved structure must be located within the side and/or rear yard and must be screened from view from all other lots.

3.6.21 Mailboxes. All mailboxes must be of a standard accepted by the U.S. Postal Authorities and must be located in those areas so designed by the U.S. Postal Department. Structures containing mailboxes must be approved by the Board, and must be grouped.

3.6.22 Compliance with Laws. Notwithstanding anything to the contrary set forth herein, each Owner and the Association shall comply with the more restrictive of either (i) terms and conditions of this Declaration, or (ii) the laws, codes, ordinances, and regulations of any governmental entity having jurisdiction.

Section 3.7 Solar Panels. Solar panels on any structure shall be prohibited.

Section 3.8 Maintenance of Lots During the Construction Period. Each Lot Owner, exclusive of the Declarant shall have a responsibility to generally maintain the Lot in either a natural forested condition prior to any clearing, or in a neat and clean appearance after construction commences for a Residence on said Lot. After clearing of vegetation for construction, the debris from the clearing operation shall be promptly removed from the Lot and disposed of off site in an approved location or burned on site. In no case shall any vegetation cleared from one Lot be deposited on an adjacent Lot, with the exception of joint clearing on adjacent lots.

During construction of each Residence, periodic efforts shall be made by the Owner, or the Owner's construction representative, to pick up scrap materials and other construction debris and to periodically dispose of said materials. No dumping of any such debris or refuse shall be allowed on adjoining Lots or on any Common Area or Common Maintenance Areas within the Plat of DISCOVERY POINT. Upon completion of the construction on any Lot and prior to the occupancy of the structure, the Lot Owner shall be responsible for keeping the landscaping improvements and the structure itself in a clean and neat appearance. This shall include the responsibility for regular landscape maintenance, watering, trimming, and upkeep to present a finished, manicured appearance of said premises from the adjacent right-of-way. In the event that the Lot Owner, or Owner's construction representative(s), fails to meet standards set forth in this Section, the Board shall have the right to complete such clean-up activity in accordance with the provisions as set forth in Article 6 and 7.