

**COVENANTS, CONDITIONS AND
RESTRICTIONS**

Approved November 11, 2020

**FIRST AMENDMENT TO THE
SECOND AMENDED AND RESTATED
DECLARATION OF
PROTECTIVE COVENANTS, RESTRICTIONS,
LIMITATIONS, CONDITIONS AND AGREEMENTS
WITH RESPECT TO PLAT DIVISION NO. 1, 2 AND 3
NEWPORT SHORES**

THIS AMENDED AND RESTATED DECLARATION (the "Declaration") is made as of the 11th day of November, 2020, with respect to the following:

Whereas a certain Second Amended and Restated Declaration of Protective Covenants, Restrictions, Limitations, Conditions and Agreements with Respect to Plat Division No. 1, 2 and 3 Newport Shores (the "Declaration"), was recorded on December 21, 2004, under King County recording number 20041221001257, records of King County, Washington; and that Plat Division No. 1 and 2, Newport Shores was recorded in Volume 4024 of Plats, Page 402 under King County recording number 5146956, and any amendments thereto, and that Plat Division No. 3, Newport Shores, was recorded in Volume 95 of Plats, Pages 42-44, and any amendments thereto, and whereas under the provisions of Article 19 of the Declaration it may be amended, and

Whereas the procedures for such amendment have been followed, and

Now, therefore, the undersigned does hereby certify that, after approval by a majority of the Board prior to its adoption by the Owners, the vote of the then owners of a majority of the lots by written ballot was obtained to adopt the following amendments to the Declaration:

Replace Declaration Article 1. Ownership, Section (a) with the following:

(a) All owners of lots in Newport Shores shall be members of the Newport Yacht Club, a Washington nonprofit corporation and Homeowners Association, as that term is defined in RCW 64.38.010(11).

Delete Declaration Article 1. Ownership, Sections (c), (d) and (e) in their entirety.

Replace Declaration Article 2. Occupancy and Use, with the following:

2. Occupancy and Use.

(a) Lots may not be used or occupied for any purpose other than as a single-family residence. The conduct or carrying on of any manufacturing, trade, business, commerce, industry, profession, commercial activity or other occupation whatsoever, including but not limited to commercial schools or child care nurseries, upon any such lot or any part thereof or in any building or other structure erected thereon shall constitute a breach of this restriction. Provided, however a member may utilize the dwelling for home business activities that do not involve signs, retail sales, visits by customers, clients or non-resident employees or other

activities that would detract from the residential character of the property.

(b) With the exception of short-term rentals, a member may rent or lease his/her home. For the purpose of this provision, a short-term rental is any rental that's initial term is less than six-months. Use of Lots for hotel and/or transient purposes is prohibited. The member shall remain responsible for his/her guests and/or tenants observing the provisions of the covenants, and shall provide the Newport Yacht Club with contact information (addresses and phone numbers) for the member, tenants and occupants, and shall include or reference these covenant provisions in any lease or rental agreement.

Replace Declaration Article 7 Television Antennas, etc. with the following:

7. Satellite Dishes and Antennas. Satellite dishes and antennas are prohibited except as specifically authorized in this rule.

- (a) Permitted Satellite Dishes and Antennas. Permitted satellite dishes include antennas that are one (1) meter or less in diameter designated to receive: (a) direct broadcast satellite services, including direct-to home satellite services, (b) video programming services via multipoint distribution services, including multi-channel multipoint distribution services, instruction television fixed services and local multipoint distribution services, or (c) television broadcast signals (collectively, "Permitted Dishes")
- (b) Placement. Permitted Dishes must be placed on the rear or side portion of a Lot (behind the front of the exterior of the home closest to the street) in a manner that minimizes visibility from public thoroughfares. Such placement does not require prior Board approval. However, if an acceptable signal cannot be received from the rear or side of a Lot, a Permitted Dish may be placed on the front portion of a Lot provided that written notice is given to the Board prior to the installation of the Permitted Dish. The Board may not withhold its consent if an acceptable quality signal cannot be received from the rear or side of a Lot.
- (c) Screening. Any Permitted Dish must be painted or screened so that it blends into the background against which it is mounted, provided that such painting or screening does not interfere with reception or cause undue additional cost.

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Add the following Article 26 to the Declaration:

26. Assessments and Budgets.

- (a) Assessments. Each Member by acceptance of a deed or recording a contract of sale for a Lot is deemed to covenant and agree to pay Assessments as levied from time to time by the Club. Assessments are the personal obligation of each Member. In addition, Assessments shall be a charge and a continuing lien against each Lot they are assessed against, regardless of whether the lien is reduced to writing and recorded or not. The lien is subject to foreclosure and is exempt from homestead protection under RCW 6.13.080. The Board may restrict the residents of Lots whose Members' accounts are over sixty (60) days delinquent from using Club facilities until all

amounts owed to the Club have been paid in accordance with rules and regulations adopted by the Board.

- (b) **Budget Ratification.** Within thirty (30) days after adoption of any proposed budget by the Board, the Board must provide a copy of the budget to all Members and set a date for a meeting of the Members to consider ratification of the budget not less than fourteen (14) nor more than fifty (50) days after providing the budget. Unless at that meeting Members holding a majority of the votes in the Club vote to reject the budget, in person or by proxy, the budget is ratified, regardless of whether or not a quorum is present.

- (c) **Rejection of Budget.** In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Members shall be continued until such time as the Members ratify a subsequent budget proposed by the Board.

- (d) **Contents of Budget.** The proposed Budget must include:
 - (i) The projected income to the Club by category;

 - (iii) The projected common expenses and those specially allocated expenses that are subject to being budgeted, by category;

 - (iv) The amount of the Dues per Lot and the date the Dues are due;

 - (v) The current amount of regular Dues budgeted for contribution to the Reserve Account;

 - (vi) A statement of whether the Club has a reserve study that meets the requirements of RCW 64.90.550 and, if so, the extent to which the budget meets or deviates from the recommendations of that reserve study; and

 - (vii) The current deficiency or surplus in reserve funding expressed on a per Lot basis.

**SECOND AMENDED AND RESTATED
DECLARATION OF
PROTECTIVE COVENANTS, RESTRICTIONS,
LIMITATIONS, CONDITIONS AND AGREEMENTS
WITH RESPECT TO PLAT DIVISION NO. 1, 2 AND 3
NEWPORT SHORES**

THIS AMENDED AND RESTATED DECLARATION (the "Declaration") is made as of the 14th day of December, 2004, with respect to the following:

RECITALS

- A. WHEREAS, the following described real property ("Div. 1 and 2") is subject to that certain Declaration of Protective Covenants, Restrictions, Limitations, Conditions and Agreements with Respect to Plat Division No. 1 and 2, Newport Shores, recorded at Volume 4024 of Plats, Page 402, under King County Recording No. 5146946, as amended by that certain First Amendment to Declaration of Protective Covenants, Restrictions, Limitations, Conditions and Agreements with Respect to Plat Division No. 1, 2 and 3, Newport Shores, recorded under King County Recording No. 19991217002284 (the "Div. 1 & 2 CC&Rs"):

All of the land embraced within the Replat of Division # 1 of Newport according to the plat thereof recorded in Volume 61 of Plats, page 25, records of King County, Washington; and

- B. WHEREAS, the following described real property ("Div. 3") is subject to that certain Declaration of Protective Covenants, Restrictions, Limitations, Conditions and Agreements with Respect to Plat Division No. 3, Newport Shores, recorded under King County Recording No. 7309070560, as amended by that certain First Amendment to Declaration of Protective Covenants, Restrictions, Limitations, Conditions and Agreements with Respect to Plat Division No. 1, 2 and 3, Newport Shores, recorded under King County Recording No. 19991217002284 (the "Div. 3 CC&Rs"):

All the land embraced within the Plat of Division No. 3 of Newport, according to the plat thereof recorded in Volume 95 of Plats, Pages 42, 43, 44, Records of King County, Washington;

(Div. 1 and 2 and Div. 3 are hereinafter collectively referred to as "Newport Shores"); and

- C. WHEREAS, Newport Yacht Club, a Washington nonprofit corporation, as successor in interest to Newport Shores, Inc., the Declarant, exists *inter alia* for the implementation and enforcement of the Div. 1& 2 CC&Rs and the Div. 3 CC&Rs, referred to herein as "CC&Rs," said Div. 1& 2 CC&Rs and the Div. 3 CC&Rs having been previously

consolidated into one CC&R document by proper amendment; and

- D. WHEREAS, Paragraph 19 of the CC&Rs provides that the covenants, restrictions, limitations, conditions and agreements may be amended or changed at any time and from time to time upon the affirmative vote of the then owners of a majority of the lots by written ballot or as otherwise provided in the Newport Yacht Club Bylaws; and
- E.. WHEREAS, in this Second Amended and Restated Declaration the members seek to require those persons purchasing property in Newport Shores on or after January 1, 2005 to concurrently be Active Resident members as well as Resident members.;
- F.. WHEREAS, on December 14, 2004, the owners of a majority of the lots voted by written ballot to approve this Second Amended and Restated Declaration; and
- G. WHEREAS, Paragraph 19 of the CC&Rs provides that the Board of Governors of the Newport Yacht Club shall execute a written certification of the text of each approved amendment or change; and
- H. WHEREAS, the Board of Governors of the Newport Yacht Club has executed this document as written certification of the text of each approved amendment or change.

AGREEMENT

NOW THEREFORE, in consideration of the recitals and mutual covenants herein, the following Declaration is made, which supersedes the Div. 1 & 2 CC&Rs and the Div. 3 CC&Rs:

1. Ownership.

(a) All owners of lots in Newport Shores shall be members of the Newport Yacht Club, a Washington nonprofit corporation and Homeowners Association, as that term is defined in RCW 64.38.010(11).

(b) It is recognized that Newport Yacht Club presently and in the past has maintained two classes of resident membership, being defined as "resident members" and "active resident members." Whereas, the Board of Governors of the Newport Yacht Club and the membership of the Newport Yacht Club by authorized majority vote have determined in their collective wisdom for the benefit of all its members to eventually merge these two classes of membership into one class of "Active Resident Members" over time. Therefore, for those property owners established in Newport Shores as of December 31, 2004, the maintenance of a membership in either class will satisfy the terms of the restriction as set forth above in paragraph 1 (a). However, all residents are strongly encouraged to become "Active Resident Members" in order that they may fully participate in, and enjoy the services now and to be hereafter provided by the Newport Yacht Club. For those persons purchasing property in Newport Shores on or after January 1, 2005, concurrent membership in both the Active Resident Class as well as the Resident Member Class is required to satisfy the terms of the restriction as set forth above in paragraph 1 (a).

2. Occupancy and Use.

(a) Lots may not be used or occupied for any purpose other than as a single-family residence. The conduct or carrying on of any manufacturing, trade, business, commerce, industry, profession, commercial activity or other occupation whatsoever, including but not

limited to commercial schools or childcare nurseries, upon any such lot or any part thereof or in any building or other structure erected thereon shall constitute a breach of this restriction. Provided, however a member may utilize the dwelling for home business activities that do not involve signs, retail sales, visits by customers, clients or non-resident employees or other activities that would detract from the residential character of the property.

(b) With the exception of short-term rentals, a member may rent or lease his/her home. For the purpose of this provision, a short-term rental is any rental that's initial term is less than six-months. Use of Lots for hotel and/or transient purposes is prohibited.

The member shall remain responsible for his/her guests and/or tenants observing the provisions of the covenants, and shall provide the Newport Yacht Club with copies of leases and contact information (addresses and phone numbers) for the member, tenants and occupants and shall include or reference these covenant provisions in any lease or rental agreement.

3. **Residential Sites**. No portion of any lot in the subdivisions comprising Newport Shores shall be owned, used or occupied except as a part of 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 Replat of the subdivisions as of the date of this Declaration, provided that in the case of lots extending into the lake or any canal, for the purpose of this clause (c), the rear dimension shall be deemed to be the bulkhead line. A component lot shall be deemed to be a lot any portion of which is included in such residential site.

No lot or contiguous group of lots shall ever be divided, re-subdivided or re-platted in any manner which would bring about lots which would not qualify as residential sites under the provisions of this paragraph.

4. **Building Plans**. For the purpose of further ensuring the development of the lands in Newport Shores as a residential area of high standard, Newport Yacht Club reserves the right to control the buildings and structures placed on each residential site. The owner or occupant of each such site by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, fence, swimming pool, driveway, parking area, walkway, major landscaping revision, boathouse, wharf, float, boat lift, bulkhead, seawall, or other structure or development shall be placed upon said premises unless and until the plans and specifications therefore and the plot plan have been approved in writing by Newport Yacht Club. Each such building, wall, fence, swimming pool, driveway, parking area, major landscaping revision, boathouse, wharf, float, boat lift, bulkhead, seawall or other structure shall be placed on the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans and specifications may be based upon any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of Newport Yacht Club shall seem sufficient. No alteration of the exterior appearance (including, without limitation, the color) of any buildings or structures shall be made without like approval. Normal maintenance actions, including repainting, repair and replacement need not be submitted for review and approval, provided: existing and replaced features fully comply with all covenant requirements (setbacks, etc.) and materials, form, geometry and color of replaced or repaired features remains identical to existing features. All residences must be designed by an architect who is either registered to practice in the State of

Washington or is approved in writing by Newport Yacht Club, through its Board of Governors.

Should Newport Yacht Club fail to approve or disapprove the plans and specifications submitted by the owner of a residential site within thirty (30) days after written request therefore, then such approval shall not be required; provided, however, that irrespective of such approval or lack of it, no building, wall, fence, swimming pool, driveway, parking area, walkway, landscaping, boathouse, wharf, float, boat lift, bulkhead, seawall or other structure shall be erected or be allowed to remain on any residential site which violate(s) any of the covenants and restrictions contained in this Declaration.

5. **Single Family Residences Exclusively.** No building shall be allowed or erected on any residential site in Newport Shores except one single family dwelling house, all for the use and occupancy of one immediate family and attendant bona fide domestic servants only, provided that one boathouse and one other detached auxiliary building may be erected on each residential site occupied by a single family dwelling house, subject to the restrictions and limitations provided in paragraph 8 of this Declaration. All garages, carports, storage areas, tool cabins, garden houses, etc., (other than the boathouse and one other auxiliary building) must be attached to said dwelling house and be constructed so as to constitute one building only. Any auxiliary building must be so designed and constructed as to be compatible in appearance with the main building. Said dwelling house shall have a fully enclosed living area, including attached garage or carport, which either (a) occupies not less than 1,800 square feet of ground coverage, or (b) has a floor area of not less than 2,600 square feet, provided, however, that in computing such minimum area only one-half of the area of any such garage or carport shall be included. No such auxiliary building shall have a ground coverage in excess of 600 square feet. No such dwelling house shall exceed two stories nor be more than 30 feet in height, nor shall any such auxiliary building or other authorized structure be more than 14 feet in height. Height of buildings shall be measured from the highest point of the roof, and other structures from their highest point, based on a perpendicular measurement from the highest point at which the contour of the ground comes in contact with such building or structure on those sides facing platted streets. "Contour of the ground" shall be defined as the lower of either natural or finished grade. "Natural" grade means existing ground surfaces prior to demolition of any prior structures, or associated clearing and grading. "Finished" grade means ground surfaces at the completion and acceptance of all construction work. Any building or structure existing as of the date of this amended Declaration that complied with the height restrictions in effect prior to this amended Declaration shall not be required to be brought into compliance with this revised height restriction.

All construction of properly authorized improvements on any residential site which shall have been commenced shall be diligently prosecuted to completion thereof in a manner and at a rate reasonably consistent with building standards prevailing in the Bellevue area with respect 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. All landscaping and yard development must be completed within twelve (12) months of completion of construction.

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, except that a completed permanent auxiliary building containing living quarters may be used as auxiliary living quarters. No auxiliary building shall be deemed completed as long as the dwelling house is incomplete.

6. **Setback Line**. No building shall be erected upon any residential site so that any part thereof, including eaves and overhangs, shall be (a) closer than 25 feet to the boundary line of said premises which extends along a platted street; (b) closer than 25 feet to the top outside edge of the main bulkhead on said premises dividing the land portion and the waterway portion thereof; (c) closer than 25 feet to the rear boundary line of said premises if such residential site does not border on the lake or a canal; or (d) closer than 10 feet to any other boundary line of said premises. In the case of Lots 3, 4, 8, and 9, Block 2, Plat Division 3, the 25 foot rear setback shall apply to the main canal bulkhead line only.

No hedge over 6 feet in height, nor any open type fence over 4 ½ feet in height, nor any solid fence, wall or other structure over 3 feet in height, shall be constructed, erected, placed, planted, set out, maintained or permitted on any residential site within 25 feet of any boundary line thereof which extends along a platted street.

With respect to other boundaries of said residential sites, no hedge, fence, wall or other structure shall be constructed, erected, placed, planted, set out, maintained, or permitted (a) which exceeds 4 feet in height, within 25 feet of the top outside edge of the main bulkhead on any residential site bordering on the lake or any canal or within 25 feet of the center of Coal Creek, or (b) which exceeds 6 feet in height, within 10 feet of any other boundary line of said premises.

Where any such residential site has curved property lines or a curved bulkhead line, setback distances shall be taken at right angles with tangents to the curve; all other setback distances shall be measured at right angles to the property line or bulkhead line involved.

Except as limited and restricted by the provisions of this paragraph 6 above, and subject to the provisions of paragraph 4 above, terraces, plantings, swimming pools and similar low, unroofed and unscreened construction may be erected outside the setback lines, provided that no swimming pool shall be constructed within 10 feet of the side boundary of such residential site, and provided further, that no such construction or plantings shall interfere with the exposure or view or reasonable privacy or enjoyment of adjoining or facing properties. Whether or not construction or plantings of this type will interfere with the exposure or view or reasonable privacy or enjoyment of adjoining or facing properties shall be determined by Newport Yacht Club., in its sole and uncontrolled

discretion.

Trees, shrubs, and other plantings, not constituting a hedge or other solid screen shall be exempt from the height restrictions imposed by this paragraph 6 if the location thereof is approved in the manner provided in paragraph 4 above to the extent expressly provided by such approval. For the purpose of this provision paragraph 4 shall be deemed to extend to such plantings and Newport Yacht Club may impose such conditions upon the granting of such approval, as it in its uncontrolled discretion shall deem proper.

The limitations and restrictions imposed by this paragraph 6 shall not apply to boathouses, floats, boat lifts, wharves or piling, the location of which shall be governed by provisions of paragraph 8.

7. **Satellite Dishes and Antennas.** -Satellite dishes and antennas are prohibited except as specifically authorized in this rule.

(a) **Permitted Satellite Dishes and Antennas.** Permitted satellite dishes include antennas that are one (1) meter or less in diameter designated to receive: (a) direct broadcast satellite services, including direct-to home satellite services, (b) video programming services via multipoint distribution services, including multi-channel multipoint distribution services, instruction television fixed services and local multipoint distribution services, or (c) television broadcast signals (collectively, "Permitted Dishes")

(b) **Placement.** Permitted Dishes must be placed on the rear or side portion of a Lot (behind the front of the exterior of the home closest to the street) in a manner that minimizes visibility from public thoroughfares. Such placement does not require prior Board approval. However, if an acceptable signal cannot be received from the rear or side of a Lot, a Permitted Dish may be placed on the front portion of a Lot provided that written notice is given to the Board prior to the installation of the Permitted Dish. The Board may not withhold its consent if an acceptable quality signal cannot be received from the rear or side of a Lot.

(c) **Screening.** Any Permitted Dish must be painted or screened so that it blends into the background against which it is mounted, provided that such painting or screening does not interfere with reception or cause undue additional cost.

8. **Boathouses, Wharves, Floats, Boat Lifts and Piling.** Subject to the provisions of paragraph 4, above, one boathouse and wharf may be erected and maintained on each residential site in Newport Shores occupied by a single family dwelling house.

(a) **Residential Sites Facing Canals.** All boathouses, wharves, floats, boat lifts and piling constructed on residential sites facing canals shall be constructed in such manner as to accommodate the mooring of vessels parallel to

the bulkheads only. Any boathouse, wharf, float, boat lift or piling shall be placed in the waters of any such residential site so that the same extends or lies no more than 17 feet in the water from the top outside edge of the main bulkhead. No such boathouse shall be more than 15 feet in height, measured from the top of the bulkhead to the highest point on the roof, nor shall the same extend landward more than 5 feet, measured from the top outer edge of the bulkhead. No such wharf or float shall be constructed having a floor level higher than the top of the bulkhead, nor shall any such exposed piling be more than 4 feet in height above the top of the bulkhead.

In addition to the other restrictions and requirements set forth in this paragraph and paragraph 4 above, the placement and orientation of each boathouse, wharf, float, boat lift or piling placed on a residential site facing a canal shall be such as to be compatible with the best use of the canals for navigation, taking into account existing, projected and potential structures in the area. The determination of whether the proposed placement of any such structure meets the standards hereby specified shall be made by Newport Yacht Club, in its sole and uncontrolled discretion, and may be based on an overall plan for the development of such canals.

(b) **Residential Sites Facing the Lake.** Subject to the provisions of paragraph 4 above, boathouses and wharves on residential sites facing the lake may be permitted to be placed in any manner authorized by applicable ordinance of the City of Bellevue. Any boathouse, wharf, float, boat lift or piling shall be placed in the waters of the residential site and shall extend landward no more than 5 feet from the ordinary high water line (which is 21.8 feet above Corps of Engineers Lake Washington datum established January 1, 1919). No such boathouse shall be more than 75 feet long or 35 feet wide, nor 16 feet in height at the highest point on the roof, based on the Lake Washington ordinary high water datum. No wharf or float shall be constructed on any such residential site having a floor level higher than 3 feet above such ordinary high water datum, nor shall any piling placed on any such residential site be more than 5 feet in height above such ordinary high water line.

(c) **Construction Standards.** All boathouses and wharves shall be of permanent finished construction, of equivalent standards of appearance and finish with the main residential dwelling, and no temporary or make-shift boathouses or boat covering shall be erected, placed or maintained on said premises, nor shall any unfinished boathouses be used or permitted to remain in such condition. No boathouse which is not fully enclosed or which is so constructed that the interior thereof is visible from the outside shall be constructed or maintained on the premises unless the same be so constructed, finished and maintained that all interior portions thereof visible from the outside meet standards of appearance equivalent to the standards generally prevailing with respect to the exterior of boathouses constructed in Newport Shores. Boat lifts shall be designed to contemporary commercial standards and constructed of corrosion resisting

materials. No boat bumpers shall be installed upon any bulkhead where the same will be visible from any place outside the premises unless such bumper is of a design approved by Newport Yacht Club or complies with specifications for boat bumpers attached to bulkheads authorized by Newport Yacht Club. No automobile or other tires shall be used as bumpers anywhere in Newport Shores either permanently or temporarily.

(d) **Boat Repairs**. No substantial repairs, construction or re-construction of boats beyond those normally and customarily personally performed by the owners of pleasure boats generally shall be carried on or performed on any residential site.

9. **Canals and Other Waters Within the Inner Harbor Line**. For the purpose of insuring the full enjoyment of the canals and other waters within Newport Shores to each lot owner and in order to prevent improper use thereof and to provide for the proper care and maintenance of such waters and waterways, Newport Yacht Club reserves the right to control the use of such waters and waterways and to provide for the necessary care, dredging, construction and maintenance thereof, and to impose reasonable assessments upon each residential site bordering on such waters and waterways to provide necessary funds to pay the cost of such care, dredging, construction and maintenance, and of the enforcement of proper restrictions, limitations and rules relating to the use of thereof, and such other costs and expenses as may be properly incurred by Newport Yacht Club in connection with such water and waterways. The interior waters of the various canals traversing portions of Newport Shores shall not be used or navigated by anyone who is not a member of the Newport Yacht Club or a guest or member of a family of such member; and there is hereby reserved in favor of each person who shall be or become a member of Newport Yacht Club an easement of navigation over and through all such canals subject to the restrictions and limitations hereby imposed, whether such members are owners or lessees of residential sites in Newport Shores. Newport Yacht Club, further reserves an easement of navigation over and through all canals in Newport Shores in favor of itself for the purpose of performing construction, dredging and maintenance of the canals, bulkheads and adjoining lands.

No vessel or boat shall be anchored in any of the canals or waters within Newport Shores or in waters adjacent thereto so that the same shall in any wise interfere with navigation. No vessel, boat or person shall use any of the canals or other waters of Newport Shores in any manner which would be in violation of reasonable rules and regulations with respect to the use thereof promulgated as hereinafter provided. Such rules and regulations may place reasonable restrictions upon the speed of boats and vessels in all or any part of such waters and upon the size and types of boats and vessels permitted to navigate in such waters or any part thereof, may regulate or prohibit anchorage in all or any part of said waters, may regulate or prohibit water skiing, skin diving, swimming and fishing in all or any part of such waters, and the use thereof by aircraft, and may impose such other rules and regulations for the safety, protection and enjoyment of said waters as may from time to time be deemed necessary or desirable.

Assessments imposed pursuant to this Declaration shall be prorated and assessed against the various residential sites in Newport Shores bordering on the waters and waterways according to the area of such sites as it bears to the entire area of the sites assessed, including submerged lands, that is, on a square footage basis, and without reference to the value of the respective sites. Each such assessment, together with interest, costs, late charges and reasonable attorneys' fees, shall be a lien upon the lot or plot upon which the same is assessed superior to all other liens created or suffered by the owner of such lot or plot, his/her heirs, devisees, personal representatives or assigns, except as may otherwise be provided as hereinafter stated, and the owner of such lot or plot at the time the assessment is made shall be personally liable for the payment thereof. The proceeds of such assessments shall be used only for the purposes herein provided.

Newport Yacht Club through its Board of Governors and its Canal & Waterfront Committee, shall have all power and authority in the administration and carrying out of this reservation, restriction and limitation, including, without limitation, the power and authority to adopt rules and regulations relating to the use of said waters, the enforcement of such rules and regulations, and the limitations and restrictions herein imposed, perform all necessary maintenance and care of such waters, and the levying, assessing and collecting of all necessary assessments for such purposes and the proper expenditure of the funds so collected. Newport Yacht Club, based on Canal & Waterfront Committee inputs, shall adopt appropriate bylaw provisions fixing procedures for the adoption and amendment of appropriate rules and regulations with respect to the use of said waters, and fixing proper procedures for the levying, proration, assessment and collection of necessary assessments, consistent with the reservations, restrictions and limitations herein contained.

10. **Bulkheads and Seawalls.** No cut or change in the bulkheads or seawalls bordering the canals in Newport Shores shall be made, nor shall any boat canal be dug or excavated, nor shall any fill be made in any canal or other waters in Newport Shores, without the prior written approval of Newport Yacht Club. Each member is responsible for the repair of damage to the bulkheads caused by the member or its contractors, tenants, invitees or guests. Newport Yacht Club is responsible for the repair, reconstruction and maintenance of the bulkheads due to normal wear and tear plus natural disasters and other acts of God and damage caused by third parties. Assessments for Newport Yacht Club's repairs are as set forth in paragraph 9.

11. **Surface Grade.** The surface grade or elevation of the various lots and other residential sites in Newport Shores shall not be substantially altered or changed in any manner which would affect the relationship of such lot or other residential site with other lots or residential sites adjoining or which would result in materially obstructing the view from any other lot or residential site in Newport Shores or which would otherwise produce an effect out of harmony with the general development of the immediate area in which such lot or other residential site is located. Whether or not any such alteration or change in the elevation or grade of any lot or other residential site would produce the effects above prohibited shall be determined by Newport Yacht

Club, in its sole and uncontrolled discretion.

12. **Maintenance.** The owners of lots or other residential sites in Newport Shores shall be responsible for the maintenance of the bulkheads located on their property and any area between their lot lines and the surfaced portions of the adjacent streets. All such owners shall likewise maintain their hedges, plants, shrubs, trees and lawns in a neat and trim condition at all times.

13. **Garbage Disposal and Clotheslines.** The owners of the residential sites in Newport Shores shall provide sanitary disposal for all garbage and rubbish. Such disposal shall be handled so that no garbage can or other receptacle will be visible from any place outside the premises, except after sundown prior to the day of collection and on the day of collection.

No owner or occupant of any residential site shall place or permit clothes, bedding or other similar articles to be hung from porches, windows, clotheslines or otherwise displayed, so as to be visible from any place outside the premises.

14. **Underground Wiring.** No transmission wires or conductors shall be constructed, placed or permitted to be placed upon any residential site outside the buildings thereon unless the same shall be underground or in conduit attached to a building.

15. **Nuisances.** Nothing shall be done or maintained, including but not limited to the creation of excess levels of noise, on any lot or other residential site or waterway that is a public or private nuisance, an annoyance to others interfering with their comfortable and quiet enjoyment of life and property, or is a violation of any applicable federal, state and local laws and regulations, including but not limited to those pertaining to noise and nuisances.

(a) **Animals.** Animals are limited to household pets as generally recognized in the Greater Seattle area and shall not cause an annoyance or nuisance to others. Dogs shall be leashed while outside the member's lot.

(b) **Trash & Refuse.** No trash, refuse pile, vehicles, vehicle components, underbrush, compost pile, or other unsightly growth or objects shall be allowed to group, accumulate or remain on any lot so as to be a detriment to Newport Shores or become a fire hazard. Any vehicle or part thereof located on such lot openly and being unlicensed for more than one (1) year and inoperable shall be deemed abandoned and constitute a nuisance.

(c) **Vehicles.** The streets in front of lots shall not be used for the overnight parking of private or commercial vehicles. No boat, trailer, recreational vehicle ("RV"), automobile, truck or other vehicle, or any part thereof, shall be parked or permitted to remain on any residential site unless stored in a garage or other fully

enclosed space. Such fully enclosed space shall be defined, consistent with the requirements of the Bellevue City Code, as side or rear yard locations within sight obscuring screening to abutting properties and public streets. There are three exceptions to these restrictions:

- (1) Automobiles and other similar vehicles may be parked overnight in paved driveways.
- (2) RVs, boats and trailers may be parked in driveways for loading and unloading activities, not to exceed three (3) days in any two (2) week period.
- (3) Guests in RVs, trailers or campers may park in driveways for a period not to exceed two (2) weeks in any three (3) month period.

(d) **Enforcement.** In the event any such nuisance condition as defined in this Section 15 shall exist upon any lot, notice shall be given in writing either by U.S. certified mail, postage prepaid, return receipt requested, or by personal delivery or by overnight courier service, to the member who is the owner of record at the address of the lot or such other address as the member shall have provided in writing to the Newport Yacht Club, demanding that the nuisance condition be remedied within thirty (30) days. Notice shall be deemed given upon delivery or refusal of delivery if personally delivered, three (3) business days after deposit in U.S. certified mail, or one (1) business day after deposit with overnight courier. In the event the member fails to timely remedy the nuisance Newport Yacht Club, or the owner of record of any other property in Newport Shores, may commence legal action to abate such nuisance. In the case of imminent danger such as acute fire hazard or health hazards to the property or others, Newport Yacht Club or the owner of record of any other property in Newport Shores, after forty-eight (48) hours' notice given as stated above, may take reasonable and necessary steps to eliminate such danger. In the event of such legal action, reasonable attorneys' fees and costs shall be awarded to the prevailing party.

16. **Signs and Mail Boxes.** No signs of any kind shall be placed on any lot or residential site in Newport Shores where the same is visible from without such premises except in accordance with such rules and regulations as may from time to time be adopted with reference thereto by Newport Yacht Club. 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 site.

No mailbox shall be installed on any residential site other than mailboxes actually installed on or attached to a dwelling house except of a type and in a location approved by Newport Yacht Club. All mailbox types and locations so specified shall be such as to meet all requirements of the post office department.

17. **Waiver of Restrictions and Limitations.** Newport Yacht Club hereby reserves the right to enter into agreement with the owner of any lot or lots (without the consent of the owners of other lots or adjoining or adjacent property) to deviate from the conditions, restrictions, limitations and agreements contained in this Declaration in certain particulars in a specific case, and any such deviation, which shall be manifested in an agreement in writing, shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining lots in Newport Shores and the same shall remain fully enforceable as to all other lots located in Newport Shores.

Newport Yacht Club further reserves the right to grant easements of navigation in addition to those reserved and granted under paragraph 9 above, over and through any canals in Newport Shores in favor of any land bordering upon such canals as the same now exist or may hereafter be extended.

18. **Newport Yacht Club Notification if Sold.** Not later than thirty (30) days after the sale of a lot and/or residence, the seller shall notify Newport Yacht Club in writing of the purchaser's name and contact information.

19. **Duration of Restrictions.** The foregoing covenants, restrictions, limitations, conditions and agreements shall constitute a servitude upon all lots in the subdivisions comprising Newport Shores conveyed by Newport Inc., its successors or assigns, to any grantee, and shall run with the land 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 such grantee for himself/herself, his/her heirs, devisees, personal representatives and assigns to all such covenants, restrictions, limitations, conditions and agreements. Said covenants, restrictions, limitations, conditions and agreements shall remain in full force and effect unless terminated by the affirmative vote of the then owners of at least seventy-five percent (75%) of the lots in Newport Shores by written ballot. These covenants, restrictions, limitations, conditions and agreements may be amended or changed upon the affirmative vote of the then owners of a majority of the lots by written ballot conducted by the Newport Yacht Club Board of Governors. These change amendments may only be submitted to owners for ballot no sooner than two (2) years from the date of any prior successful covenant amendment. This two year limitation shall not apply to any proposed covenant amendment declined by unsuccessful ballot. This two year limitation may be waived by a Board of Governors emergency resolution finding that the Declaration requires immediate amendment to resolve provisions found in conflict with the law. The Board of Governors of the Newport Yacht Club shall execute a written certification of termination or of the text of each approved amendment or change, as the case may be. Any termination or change/amendment shall become effective upon the recording of such agreement, duly signed and acknowledged by the necessary parties as above provided, in the office of the Auditor of King County, Washington. The above limitations upon the duration shall not apply to the easements of navigation reserved hereunder, nor to the right reserved hereunder to grant further easements of navigation, which said easements and rights shall be perpetual.

20. **Remedies for Violations.** In the event of the violation or breach or attempted violation or breach of any of these covenants, restrictions, limitations, conditions or agreements by any person or concern claiming by, through or under Newport Yacht Club, or by virtue of any judicial proceedings, Newport Yacht Club, the owner of any lot or residential site in Newport Shores, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent such violation or breach. Cure notification provisions are set forth in Paragraph 15. In addition to the foregoing right, Newport Yacht Club shall have the right, whenever there shall have been built on any lot in Newport Shores any structure which is in violation of these restrictions or whenever there is a violation of the provisions of Paragraphs 10 or 12 on an unoccupied lot or residential site that remains uncured thirty (30) days after written notice to the owner, 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, shall reimburse Newport Yacht Club for the cost thereof; and such entry and abatement or removal shall not be deemed a trespass. Such costs shall be a special assessment which, together with interest, costs, late charges and reasonable attorneys' fees, shall be a lien upon the lot or plot upon which the same is assessed superior to all other liens created or suffered by the owner of such lot or plot, his heirs, devisees, personal representatives or assigns, and the owner of such lot or plot at the time the assessment is made shall be personally liable for the payment thereof. Reasonable attorneys' fees and costs of collection incurred by any person seeking to enforce a breach of any of these covenants, restrictions, limitations, conditions or agreements, shall be awarded as part of any judgment or decree entered in connection therewith.

21. **Non-Waiver.** The failure to enforce any right, reservation, covenant, restriction, limitation, condition or agreement herein contained shall not be deemed a waiver of the right to do so thereafter, either as to the breach or violation involved or as to any similar breach or violation occurring prior or subsequent thereto, and no such failure shall bar or affect the enforcement of any such right, reservation, covenant, restriction, limitation, condition or agreement as to any such breach or violation thereof.

22. **Invalidation.** The invalidation by any court of any reservation, covenant, restriction, limitation, condition or agreement herein contained shall in no wise affect any of the other provisions hereof and the same shall remain in full force and effect.

23. **Successors and Assigns of Newport, Inc.** Newport Yacht Club, the successor in interest to Newport, Inc., may assign any and all of its rights, powers, obligations, privileges and interests under this instrument to any person or entity, and in any such case any such successor or assign of Newport Yacht Club may exercise and enjoy such rights, powers, privileges and interests and shall be responsible for such obligations to the same extent as Newport Yacht Club would have been had such assignment not been made.

24. **Newport Shore Covenants and Other Statutes, Ordinances or Regulations.** In the event these covenants address subjects likewise covered by State, County or Municipal laws, the more restrictive provision governs.

25. **Headings.** Headings of paragraphs or sections in this agreement are for convenience only. Headings form no part of this agreement and shall not affect its interpretation.

26. **Assessments and Budgets.**

(a) **Assessments.** Each Member by acceptance of a deed or recording a contract of sale for a Lot is deemed to covenant and agree to pay Assessments as levied from time to time by the Club. Assessments are the personal obligation of each Member. In addition, Assessments shall be a charge and a continuing lien against each Lot they are assessed against, regardless of whether the lien is reduced to writing and recorded or not. The lien is subject to foreclosure and is exempt from homestead protection under RCW 6.13.080. The Board may restrict the residents of Lots whose Members' accounts are over sixty (60) days delinquent from using Club facilities until all amounts owed to the Club have been paid in accordance with rules and regulations adopted by the Board.

(b) **Budget Ratification.** Within thirty (30) days after adoption of any proposed budget by the Board, the Board must provide a copy of the budget to all Members and set a date for a meeting of the Members to consider ratification of the budget not less than fourteen (14) nor more than fifty (50) days after providing the budget. Unless at that meeting Members holding a majority of the votes in the Club vote to reject the budget, in person or by proxy, the budget is ratified, regardless of whether or not a quorum is present.

(c) **Rejection of Budget.** In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Members shall be continued until such time as the Members ratify a subsequent budget proposed by the Board.

(d) **Contents of Budget.** The proposed Budget must include:

- (i) The projected income to the Club by category;
- (iii) The projected common expenses and those specially allocated expenses that are subject to being budgeted, by category;
- (iv) The amount of the Dues per Lot and the date the Dues are due;
- (v) The current amount of regular Dues budgeted for contribution to the Reserve Account;
- (vi) A statement of whether the Club has a reserve study that meets the requirements of RCW 64.90.550 and, if so, the extent to which the budget meets or deviates from the recommendations of that reserve study; and
- (vii) The current deficiency or surplus in reserve funding expressed on a per Lot basis.

IN WITNESS WHEREOF, the Board of Governors of the Newport Yacht Club have executed this Amendment as of the day and year first hereinabove written.