

OCTOBER 2021

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING MANORWOOD

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ARTICLE I: DEFINITIONS

1.01 "Association" shall mean the nonprofit corporation to serve as the Manorwood Owners' Association, its successors and assigns, as provided for in Article V hereof.

1.02 "Owner" shall mean the Owner of record, whether one or more persons or entities of a fee simple title to any Lot which is part of MANORWOOD DIVISION NO. 1, including contract sellers, but excluding those having such interest as security for the performance of an obligation.

1.03 "MANORWOOD" shall mean all real property now and hereafter contained in the plats of MANORWOOD consisting of the Initial Development, platted as MANORWOOD DIVISION NO. 1, and such Subsequent Developments as may be annexed thereto and brought within the jurisdiction of the Association.

1.04 "Lot" shall mean plots of land designated for residential use within MANORWOOD and identified on the plats thereof by Arabic numerals.

1.05 "These Covenants" shall mean the Protective Covenants, Conditions and Restrictions as set forth in this Declaration with respect to MANORWOOD, together with the Architectural Control Committee Rules as set forth in Article V hereof, as the same may be amended and supplemented from time to time in accordance with the provisions of this Declaration.

ARTICLE II: PROPERTIES SUBJECT TO THESE COVENANTS

2.01 Properties Subject to These Covenants

The Association hereby declares that all of the real property described below is owned and shall be owned, conveyed, hypothecated, encumbered, used, occupied and improved is subject to these Covenants:

The real property identified and contained by that certain plat entitled MANORWOOD DIVISION NO. 1 recorded on the 4th day of June, 1975, in Book 47 of Plats at Pages 58, 59 and 60 of the Records of Pierce County Auditor, Pierce County, State of Washington.

The above described real property, together with other real property from time to time annexed thereto and made subject to these Covenants, shall constitute the real property known as MANORWOOD.

ARTICLE III: LAND CLASSIFICATION AND PROPERTY RIGHTS

3.01 Land Classification

All real property within MANORWOOD DIVISION NO. 1 is included in one or another of the following classifications:

- a) Private Area, being those areas shown as numbered Lots in the Plat of MANORWOOD DIVISION NO. 1;
- b) Common Area, being those areas designated as Recreation Area and identified as Tract A in the Plat of MANORWOOD DIVISION NO. 1, and meaning all real property now or hereafter owned by the Association for the common use and enjoyment of all Owners of Lots now and hereafter a part of MANORWOOD;

- c) Public Road Right-of-Way, dedicated to the city of Puyallup, along with certain utility easements, all as shown in the Plat of MANORWOOD DIVISION NO. 1.

Certain easements, other than utility easements, are provided for in the Plat of MANORWOOD DIVISION NO. 1 which affect portions of the Private and Common Areas:

- a) Landscape Easements, so indicated on said Plat and meaning those portions of certain Lots and Tract A reserved for the protection and augmentation of natural vegetation, trees and ground cover;
- b) Entry Way Sign Easements, so indicated on said Plat and meaning those portions of Lot No. 1 and Tract A reserved for the placement of permanent signs identifying MANORWOOD.

Additional land classifications may hereafter be established in annexed real property as provided for in Article II.

3.02 Property Rights: Common Area

Each Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and which shall pass with the title to the Owner's Lot. Such right and easement shall be subject only to the following:

- a) The right of the Association to charge reasonable admission or other fees for reserved use by an Owner of any recreational or storage facility situated on the Common Area;
- b) The right of the Association to suspend the Owner's voting rights and the right to use the Common Area, for any period during which an Assessment placed by it against the Owner's Lot as provided for in Sections 5.05 and 7.02 of these Covenants, beginning after said Assessment becomes due and payable, and until the lien so created in accordance with Section 8.04 hereof is satisfied;
- c) The right of the Association to suspend any Owner's voting rights and the right to use the Common Area, for any period during which any violation of these Covenants, for which the Owner is responsible and having been duly notified thereof, remains unabated;
- d) The right of the Association to dedicate, transfer and convey any utility system on, or which may be a part of, the Common Area, to the City of Puyallup;
- e) The right of the Association to dedicate, transfer and convey all or any part of the Common Area to any person, corporation, public agency, authority, or utility for such purposes and in such manner and subject to such conditions as may be agreed to by the Association and consistent with:
 - i. The Association's Articles of Incorporation, its Bylaws and the Washington Nonprofit Corporation Act; and,
 - ii. The rules and regulations of the Federal Housing Administration and the Federal Home Loan Mortgage Corporation regarding a mortgagee's rights of prior approval of any such dedications, transfers and conveyances other than the granting of easements for public utilities or for other public purposes consistent with the intended use of all or any part of the Common Area.
- f) The non-exclusive right of each Owner to use, enjoy and have the benefit of the Common Area upon the same terms.

An Owner may delegate, in accordance with such rules and regulations as the Association may promulgate, use of the Common Area and Common facilities by family members, tenants,

contract purchasers who reside on the Lot and temporary guests, subject to regulation by the Association.

3.03 Property Rights: Private Area

The Owner of a Lot situated within MANORWOOD shall be entitled to the exclusive use and benefit of such Lot, except as otherwise expressly provided herein, by this Lot shall be bound by and shall comply with all the terms and provisions of these Covenants for the mutual benefit for all Owners within MANORWOOD.

ARTICLE IV: GENERAL PROTECTIVE COVENANTS

4.01 Residential Use

All Lots in MANORWOOD shall be used only as residential Lots. No structures of any kind shall be erected or permitted to remain on any Lot other than single family residences and structures normally accessory to such residences.

4.02 Home Business Use

No trade, craft, business, profession, commercial or similar activity for profit of any kind shall be conducted on any Lot except as allowed by this section. Nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any Lot except as allowed by this section. Residential construction and telecommuting do not constitute a home business under this Title. Automobile repair, body work, upholstery or other auto-related work is not allowed.

The following restrictions apply to home businesses in MANORWOOD:

- a) No business signage related to the occupation is allowed;
- b) The business may not be visible from the outside of the house or accessory structures;
- c) No visible outside display or storage of materials, merchandise or equipment is allowed;
- d) Traffic resulting from the business does not interfere or jeopardize any Owner's property rights or use of the rights-of-way in MANORWOOD.

Owners are directed to Puyallup Municipal Code concerning Business Licenses and Home Occupations for more information.

4.03 Temporary and Mobile Structures

No outbuildings erected or placed on any Lot, nor similar structures of a temporary character, nor any manufactured home constructed more than one year prior to its placement, though it may meet all the building size requirements of a structure as detailed in Section 4.12 of these Covenants, shall at any time be used as a residence.

4.04 Rubbish and Trash

No Lot or part of the Common Area shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate containers with lids for proper disposal, out of public view, and removed from the premises on a regular basis. Yard rakings and dirt and other material resulting from landscaping work shall not be dumped onto streets, or Common Areas or any Lots. Should any Owner fail to remove any trash, rubbish, garbage, yard rakings or other such materials from any Lot or any street or Common Area where deposited within 10 days following the date on which notice is mailed by the Association or the Architectural Control Committee, such materials may be removed and the expense charged to the Owner in addition to the assessments made upon them in accordance with Sections 5.05 and 7.02.

4.05 Maintenance of Structures and Grounds

Each lot and residence thereon shall be maintained in a clean condition, in good repair and in such fashion as not to create a fire or health hazard.

4.06 Vehicles in Disrepair

No Owner shall permit any vehicle that is in a state of disrepair to be abandoned or to remain visible upon any Lot or on the Common Area for a period in excess of 72 hours. A vehicle shall be deemed to be in a "state of disrepair" when, in the opinion of the Association or its agent, its presence offends the occupants of the neighborhood. Should any Owner fail to remove such vehicle within five days of receiving a certified written notice from the Association or the Architectural Control Committee, the Association may impose an assessment on the Owner in accordance with Sections 5.05 and 7.02.

4.07 Offensive Activities

No noxious or offensive activity as determined by a majority vote of the Board shall be carried on within any Private or Common Area, nor shall anything be done or placed upon any Private or Common Area which interferes with or jeopardizes the reasonable use and enjoyment of any Owner's Lot and the Common Area in MANORWOOD.

4.08 Animals

No animal or fowl of any kind shall be raised, bred or kept on any Lot, except that cats, dogs, birds or other household pets may be kept that are not bred or maintained for any commercial purpose. Such animals shall not be kept in numbers or under conditions so as to interfere with or jeopardize the reasonable use and enjoyment of any Owner's Lot and the Common Area in MANORWOOD.

4.09 Parking

Adequate off-street parking for at least four cars is provided on each Lot. All parking areas on the private Lot must have an improved surface. Vehicle parking on public right-of-way within MANORWOOD is limited to 72 consecutive hours.

Parking of boats, trailers, heavy commercial trucks, truck campers and like vehicles and equipment shall not be allowed on any part of the Private or Common Area, excepting only within the confines of an enclosed garage or behind a fence or gate and not visible from the street. This section will not prohibit temporary parking for the purpose of loading and unloading not to exceed 72 consecutive hours.

4.10 Recreational Vehicle Storage

Motorhomes, boats, trailers, and other recreational vehicles shall be stored only in that section of the Common Area specifically designated as Recreational Vehicle Storage Area, or they shall be stored as provided for in 4.09.

4.11 Signs

No temporary or permanent signs shall be erected or maintained on any Lot except as permitted by this Section. The MANORWOOD entryway signs permanently placed upon easements provided therefore shall be permitted. One "For Sale" or "For Rent" sign, reasonably sized, placed by the Owner, or by a licensed real estate agent authorized by the Owner, may be temporarily displayed on any Lot for a reasonable period of time and only until the Lot or home is sold or rented. Political signs that advertise a candidate or urge a vote on a public ballot issue may be displayed 60 days before an election and must be removed by 10 days after the election.

4.12 Dwelling Size

The ground floor area of a one-story dwelling, exclusive of open porches and garage shall be not less than 1,500 square feet. In the case of a two-story dwelling, the lower or ground floor level shall be not less than 1,000 square feet. For a multilevel dwelling, the area of the one-story portion and the area of the upper level of the two-story portion shall constitute a minimum of 1,300 square feet. A split entry or split foyer type home and daylight basement home shall have a main floor area of not less than 1,300 square feet.

4.13 Building Setbacks

No building shall be located on any Lot closer to the front, rear or side Lot lines than as permitted by the City of Puyallup Municipal Codes applicable to single-family residential zoned property.

4.14 Fences

No fence or screening structure shall be erected on any Lot without the prior written approval of the Architectural Control Committee. In no event shall side yard fences project beyond the front walls of any dwelling or garage nor shall any fence exceed 6 feet in height from the finished Lot grade.

4.15 Exterior Finish

The exterior of all construction on any Lot shall be designed, built and maintained in such a manner as to complement the natural surroundings, existing structures and landscaping within MANORWOOD. Exterior colors shall be limited to subdued/muted tones and must be approved by the Architectural Control Committee in accordance with the provisions of Article VI. 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.

4.16 Permanent Exterior Lighting

Any permanent exterior lighting fixture which is visible from any street, any part of the Common Area or any other Lot in MANORWOOD must be approved prior to installation by the Architectural Control Committee in accordance with the provisions of Article VI.

4.17 Structures in the Common Area

No building, wall, fence, paving, landscaping, or construction of any type shall be erected or maintained by any Owner so as to trespass or encroach upon the Common Area. The Architectural Control Committee shall have authority to abate any such trespass or encroachment upon the Common Area.

4.18 Completion of Construction

The construction of any building on any Lot, including painting and all exterior finish, shall be completed within eight months of the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Architectural Control Committee. The building area shall be kept reasonably clean and in workmanlike order during the construction period. All Lots shall be kept in a neat and orderly condition, free of brush, vines, weeds and debris, and grass thereon shall be cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.

4.19 Completion of Landscaping

All front-yard landscaping must be completed within six months from the date of occupancy of new construction or the start of major landscape design. In the event of undue hardship this provision may be extended for a reasonable length of time upon written approval by the Architectural Control Committee.

4.20 Easements

Easements of record for installation and maintenance of utilities and drainage facilities and other easements of record shall be honored.

Entry Way Sign Easements of record are reserved on Lot No. 1 and Tract A of the Plat of MANORWOOD DIVISION NO. 1, for the permanent placement and maintenance of signs identifying MANORWOOD. The Association and the Architectural Control Committee are solely responsible for the maintenance of said signs and any landscaping upon said easements.

4.21 Tree Removal

No trees with a diameter of 6 inches or more, measured at a height of 5 feet above ground level, may be removed from those portions of any Lot that lie outside of the building site (including driveway) without prior written approval from the Architectural Control Committee.

4.22 Antennas, Satellite Dishes, Utility Equipment and Other Service Facilities

Exterior antennas and satellite dishes must be approved by the Architectural Control Committee prior to installation and must meet the guidelines of appropriate governmental agencies as well as those of the Association. Clotheslines, utility equipment and other service facilities shall be screened so as not to be viewed from the street or Common Area.

4.23 Solar panels

Solar panels must be approved by the Architectural Control Committee prior to installation and must meet the guidelines of appropriate governmental agencies as well as those of the Association.

ARTICLE V: MANORWOOD OWNERS' ASSOCIATION

5.01 Organization

The Association is a nonprofit corporation under the general nonprofit corporation laws of the State of Washington. The Articles of Incorporation of the Association shall provide for its perpetual existence, but in the event the Association is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name. In that event all of the property, powers and obligations of the incorporated association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association, and such vesting shall thereafter be confirmed and evidenced by appropriate conveyances and assignments by the incorporated association. To the greatest extent possible, any successor unincorporated association shall be governed by the Articles of Incorporation and the Bylaws of the Association as if they had been made to constitute governing documents of the unincorporated association. The Articles of Incorporation and the Bylaws of the Association shall be deemed Covenants running with the Ownership of Lots in MANORWOOD, and shall be binding upon Owners as if verbatim recited herein.

5.02 Membership

Every Owner of one or more Lots in MANORWOOD shall, during the entire period of such Owner's ownership of one or more Lots within MANORWOOD, be a member of the Association. Such membership shall commence, exist and continue by virtue of such Ownership, shall expire automatically upon termination of such Ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership. Membership in the Association shall be appurtenant to and may not be separated from Ownership of one or more Lots in MANORWOOD.

5.03 Voting Rights

The Association shall have one class of voting membership.

Members shall be entitled to one vote for each Lot owned in MANORWOOD and shall all be Owners with the exception of an Owner whose ownership of one or more Lots is solely for the purpose of constructing homes thereon for resale unless such an Owner, the Owner's tenants or contract purchasers, occupies said home(s) for purposes of a primary residence, in which case they shall also be a member but only to the extent of any of said Lots so occupied.

5.04 Powers and Obligations

The Association shall have, exercise and perform all of the following powers, duties and obligations:

- a) The powers, duties and obligations granted directly to the Association by these Covenants.
- b) The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Washington.
- c) Any additional or different powers, duties and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to these Covenants or otherwise promoting the general benefit of the Owners within MANORWOOD.

The powers and obligations of the Association may from time to time be amended, repealed, enlarged or restricted by changes in these Covenants made in accordance with the provisions herein or by changes in the Articles of Incorporation or Bylaws of the Association made in accordance with such instruments and with the nonprofit corporation laws of the State of Washington.

5.05 Capital Improvement Assessments

At any time members may elect to purchase, construct or otherwise acquire additional equipment, facilities or other capital improvements or extraordinary maintenance or replacement improvements for the general use and benefit of all the members of the Association, and for that purpose may impose a special assessment to be called a "Capital Improvement Assessment." Any such assessment shall be levied equally against all Lots within MANORWOOD. Any action by the Association pursuant to this Section shall be effective only if approved of the vote or written consent of not less than 75% of members.

5.06 Liability

Neither the Association nor any officer or member of its Board of Directors shall be liable to any Owner for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act by the Association, any of its officers or any member of its Board of Directors, provided

only that the officer or Board member has acted in good faith in accordance with the actual knowledge possessed.

In any action claiming damages against any officer of the Association, or any member of its Board of Directors, for acts or omissions in such capacity, the Association shall be entitled to an award of reasonable attorney fees.

ARTICLE VI: ARCHITECTURAL CONTROL COMMITTEE

6.01 Membership: Appointment, Removal and Responsibilities

The Architectural Control Committee, hereinafter referred to as the ACC, shall consist of at least three persons appointed by the Board of Directors, at least two of which shall be members of the Board. Each year after the Annual Meeting, the Board shall elect one member to be the Architectural Control Committee chair. This person shall be responsible for the ACC. From time to time the Board may appoint persons to the ACC for their expertise in land use, design or a similar skill or occupation. However, at all times the chair and the majority of the ACC shall be residents of MANORWOOD Division I.

The Association may remove the chair or any member of the ACC from office at any time and may appoint new or additional members at any time for any reason.

The Association shall keep on file at its principal office a list of names and addresses of the members of the ACC. A member of the ACC shall not be entitled to any compensation for services performed pursuant to these Covenants.

All actions of the ACC shall be reported to the Board, which shall have ultimate responsibility for the ACC's actions.

A minimum of two members of the ACC shall have the power to act on behalf of the ACC without the necessity of a meeting and without the necessity of consulting the remaining members of the ACC. The ACC shall render its decisions only by written instrument setting forth the action taken by the members consenting thereto.

6.02 Approval of Building Construction

In the case of new construction or major reconstruction of a dwelling or any portion thereof that may be seen from the public right-of-way, construction must be approved by the ACC prior to any construction activity. The Owner shall prepare and submit to the ACC such plans and specifications for the proposed work as the ACC may require. Material required by the ACC must include, but not necessarily be limited to, two complete sets of the following:

- a) A plot plan indicating locations of all improvements;
- b) Working drawings and specifications for all construction;
- c) Drawings showing plan view, elevations, exterior materials and exterior color scheme of all improvements.

The Architectural Control Committee shall render its decision approving, denying or requesting additional information in writing to the applicant with respect to the construction within 15 calendar days after the Committee has received all material required by it.

6.03 Approval of Additions or Remodeling

In the case of minor additions, roofing, or remodeling, changes in existing exterior color scheme or material, fence construction or any other work not referred to in paragraph 6.02, the Owner shall submit to the Architectural Control Committee plans and specifications for the proposed work. As set forth in paragraph 6.02 above, the Committee shall render its decision approving, denying or requesting additional information in writing to the applicant with respect to the construction within 15 calendar days after the Committee has received all material required by it.

6.04 Effective Period of Consent

The Architectural Control Committee's consent to any proposed work shall be automatically revoked one year after issuance unless construction of the work has been commenced or the Owner has applied for and received written extensions of time from the Architectural Control Committee.

6.05 Liability

Neither the Architectural Control Committee nor any member thereof shall be liable to any Owner, occupant, builder or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Committee or a member thereof, provided only that the member has, in accordance with the actual knowledge possessed, acted in good faith.

6.06 Nonwaiver

Consent by the Architectural Control Committee to any matter proposed to it and within its jurisdiction under these Covenants shall not be deemed to constitute a precedent or waiver impairing its rights to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

6.07 Appeal

Any Owner adversely affected by action of the Architectural Control Committee may appeal to the Board of Directors. Appeals shall be made in writing mailed to the business address of the Association within 10 days of the Committee's action, and shall contain specific objections and/or mitigating circumstances justifying the appeal. The Board of Directors shall render its decision approving, denying or requesting additional information in writing to the applicant within 15 calendar days after it has received all material required by it.

ARTICLE VII: MAINTENANCE ASSESSMENTS

7.01 Maintenance

The Association shall maintain or provide for the maintenance of the Common Area and all improvements thereon of whatever kind for whatever purpose.

7.02 Maintenance Assessment

The Association shall assess and collect from every Owner, and every Owner shall pay to the Association, an annual maintenance assessment. The annual assessment for any year shall be made as of January 1 each year and shall be payable in a lump sum by January 31, or in quarterly installments of equal amounts as follows:

First Quarter	January, February, March	Due on or before January 31
Second Quarter	April, May, June	Due on or before April 30
Third Quarter	July, August, September	Due on or before July 31
Fourth Quarter	October, November, December	Due on or before October 31

The annual assessment for any Owner shall be prorated and be payable as of the date of closing of the purchase of the property. Thereafter, said Owner shall pay the annual assessment in the manner described above.

7.03 Association Funds

The Association shall keep all funds received by it as maintenance assessments, together with any other funds received by it pursuant to these Covenants, which are by the terms herein to be deposited in the Association's accounts and shall be used only for the following purposes:

- a) Payment of the cost of maintaining the Common Area and recreational facilities thereon, including landscaping easements and entryway sign easements;
- b) Payment of taxes assessed against the Common Area and improvements thereon;
- c) Payment of the cost of providing patrol service and garbage and trash disposal for Common Area;
- d) Payment of the cost of insurance for property damage and liability, including insurance protecting the Architectural Control Committee and the Association against liability arising out of their functions and activities in the administration of these Covenants;
- e) Payment of the cost of enforcing these Covenants;
- f) Payment of the cost of other services that the Association deems to be of general benefit to Owners within MANORWOOD including, but not limited to, accounting, legal and secretarial services on behalf of the Association.

7.04 Adjustments

The Association may adjust the amount of the annual maintenance assessment in accordance with increases in the costs authorized by section 7.03 of these Covenants, providing, however, that such increase does not exceed 10% above the preceding year's assessment, without requiring a vote thereon by the members. In the event the Association deems the Association's funds to be inadequate or excessive for the purposes set forth herein, taking into account the need for reasonable reserves for such purposes, the annual maintenance assessment provided for by Section 7.02 may be increased or decreased on a uniform basis and in such amount as is approved in writing or at a meeting of the Association members, by not less than 60% of all members.

ARTICLE VIII: ENFORCEMENT

8.01 General Violations

In the event any Owner shall violate any of these Covenants, the Bylaws of the Association, or other rules adopted by the Association, then the Association, acting through its Board of Directors or the Architectural Control Committee, shall:

- a) Notify said Owner in writing that the violations, nuisances, or other breach of the Covenants exist; that the Owner is responsible for their abatement or cure; and that specified enforcement will result from nonabatement or failure to cure;
- b) Notify said Owner in writing that the Owner's voting rights and right to use the Common Area and facilities thereon will be suspended if such violations or nuisances remain unabated, and that the duration of such suspension will continue for the period that said violations or nuisances remain unabated;
- c) Impose fines upon said Owner, as such fines may be provided for in the Bylaws and rules of the Association. Such fines shall be paid into the maintenance fund.

- d) Bring suit or action against said Owner on behalf of the Association and all other Owners to enforce these Covenants; and
- e) Record liens for nonpayment thereof, as elsewhere provided in these Covenants.

8.02 Default in Payment of Assessments and Fines

Each maintenance assessment, each capital improvement assessment, and each fine levied pursuant to these Covenants shall be separate, distinct and personal debts and obligations of the Owner against whom the same are assessed at the time the assessment is made, and shall be collectible as such. Suit to recover a money judgment for unpaid assessments and fines shall be maintainable without foreclosing or waiving the lien securing the same. The amount of any fine or assessment, whether for maintenance, capital improvement or violations of any of these Covenants, assessed to the Owner plus interest at the statutory rate, and costs, including reasonable attorneys' fees, shall become a lien upon such Lot upon recordation of a verified claim by the Association. The said lien for nonpayment of assessments and fines shall have priority over all other liens and encumbrances, recorded or unrecorded, except only:

- a) Tax and assessment liens on the Lot; and
- b) A first mortgage or trust deed of record on the Lot and improvements thereon.

A lien for nonpayment of assessment or fine may be, at the time of sale, enforced by the Association or by a bank or trust company or title insurance company authorized by the Association, such sale to be conducted in accordance with the provisions of law. In any foreclosure or sale the Lot Owner shall be required to pay the costs and expenses of such proceeding and the reasonable attorneys' fees of the Association, including any reasonable attorneys' fees incurred in any appellate court.

8.03 Mortgage Protection

Notwithstanding all other provisions hereof:

- a) The liens created hereunder upon any Lot shall be subject and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage (meaning a mortgage or a trust deed with first priority over other mortgages) upon such interest made in good faith and for value, provided that after the foreclosure sale to secure all assessments, whether for maintenance or capital improvements, assessed hereunder to such purchaser as an Owner after the date of such foreclosure sale, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein;
- b) No amendment to this paragraph shall affect the rights of the holder of any such mortgage recorded prior to recordation of such amendment who does not join in the execution hereof;
- c) By subordination agreement executed by a majority of the Board of Directors of the Association the benefits of (a) and (b) above may be extended to mortgages not otherwise entitled thereto.

8.04 Expenses and Attorneys' Fees

In the event the Association shall bring any suit or action to enforce these Covenants, the successful party to such suit or action shall be entitled to recover all costs and expenses incurred by such party in connection with suit or action, including such amount as the court may determine to be reasonable as attorneys' fees at trial and upon any appeal thereof.

8.05 Non-exclusiveness and Accumulation of Remedies

An election by the Association to pursue any remedy provided for violation of these Covenants shall not prevent concurrent or subsequent exercise of another remedy permitted under these Covenants. The remedies provided in these Covenants are not exclusive but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specified performance, available under applicable laws.

ARTICLE IX: GENERAL PROVISIONS

9.01 Amendment and Repeal

These Covenants, or any provision thereof, as from time to time may be in effect with respect to all or any part of MANORWOOD DIVISION I, may be amended or repealed by an affirmative vote or the written consent of not less than 65% of the Owners. The provisions of Section 5.03 shall be in force insofar as voting rights. Any such amendment or repeal shall become effective only upon recordation of a certificate executed by two officers entitled to act in the name of the Association setting forth in full the amendment, amendments or repeal so approved and certifying that said amendment, amendments or repeal have been approved in accordance with the provisions herein.

9.02 Construction of Document: Severability, Number and Captions

These Covenants shall be liberally construed as an entire document to accomplish the broad purposes thereof. Nevertheless, each provision of these Covenants shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision. As used herein, the singular shall include the plural and the plural the singular. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these Covenants.

9.03 Notices and Other Documents

Any notice or other document permitted or required by these Covenants may be delivered either personally or by mail. Delivery by mail shall be deemed made three business days after having deposited as certified or registered mail in the United States Mail, with postage prepaid, addressed as follows: if to the Architectural Control Committee or the Association, at its current business address; if to an Owner, at the address given at time of purchase of a Lot, or at the Lot within MANORWOOD. The address of a party may be changed by the Owner by notice in writing delivered as provided herein.