

**VIEW CONTROL PLAN**  
**RULE FOR PROTECTION & MAINTENANCE OF VIEWS**

**FORSTER WOODS HOMEOWNERS' ASSOCIATION**

**Preamble:**

The Declaration of Covenants (CCRs) for Forster Woods provides authority to the Association and its Board of Directors to adopt and enforce a view control plan for our community. Section 4.07.21 of the CCRs states:

"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 such required pruning, trimming or removal shall be borne as agreed between the affected parties or as determined by the Board."

Mountain and scenic views are recognized as an important aspect of residing in our community. Views enhance property values and marketability of our homes, and contribute to the overall enjoyment and well-being of the resident homeowners, i.e., quality of life, of our upscale community. The views afforded residents were in many, if not most cases, a substantial factor for many owners in their decision to purchase and live here. Owners paid a premium on the price of their homes because of the views from their Lots.

Unfortunately, due to the natural growth of trees, shrubs and other vegetation on Lots (hereafter collectively referred to as "vegetation"), many owners are now experiencing impairment of the views from their Lots.

It is reasonable and necessary to establish a view control Rule to manage issues over the height and future maintenance of vegetation in order to protect our views. Therefore, based on the authority granted to the Board under the CCRs, this Rule is adopted. Due to the nature of views, many being over and across other Lots, all owners are impacted by this issue and Rule. It will be important for all owners to be mindful of this Rule on a continuing basis and to abide by it. Compliance with this Rule is in everyone's best interests because marketability and value of one home affects all surrounding homes.

**Rule:**

**Duty of Owners:** Each owner shall have a continuing duty and responsibility to maintain their Lot and the vegetation thereon, whether natural or installed and no matter what kind or in what location, in such a manner as to accomplish and maintain reasonable protection of the views of, from, and across each and all other Lots, so that no vegetation on an owner's Lot unreasonably interferes with or negatively impacts the views of or from other Lots.

No object, thing, planting vegetation or other improvements shall be erected, placed, constructed, planted, or maintained in a location or of such a height as to unreasonably impair or obstruct the view(s) from any immediately adjacent Lot. For purpose of this Rule, "vegetation" shall be considered to include all of the descriptive items set forth in the above sentence. The Board shall determine whether such vegetation unreasonably impairs or obstructs the view(s).

**Preliminary Procedures:** In the event reasonable view protection measures are not taken or maintained by an owner or owners, the Board may, at the request of any Lot owner or on its own initiative, investigate, review and determine the extent to which any vegetation interferes with the views from another Lot or Lots. However, owners are encouraged to and should first discuss and attempt to resolve a view issue among themselves. If they cannot resolve the issue on their own, the Association, through its Board, will address the issue.

Once a view impairment issue is brought or comes to the attention of the Board, the following preliminary procedures will be used:

1. the Board, or a committee appointed by the Board, shall investigate the view impairment by visiting the Lot or Lots involved to observe the nature and extent of the problems, interviewing the owner parties involved and interviewing any other owners or witnesses that the Board believes may benefit its analysis and decision making on the issue;
2. if the Board determines there is a view impairment issue and believes it reasonably necessary, it may, but is not required to, hire an independent service vendor, an "expert," to assist in determining the best options regarding remediation of the view issue. For example but not in limitation, the Board may hire a horticulturalist or arborist to assist the investigation in determining possible solutions for correcting the impairment, including without limitation the cutting and/or pruning or total removal of the vegetation involved necessary to reinstate or reasonably protect the views involved. If such an expert is retained, the Board may, in its discretion, require the owner

whose vegetation is impairing the view(s) to pay for the costs or fees of such expert, or require both or all owners involved in the particular impairment to share such costs or fees;

3. If the Board determines, in its reasonable discretion, that vegetation is unreasonably interfering with the view(s) of another Lot or Lots, the owner of the Lot on which such vegetation exists will be notified of the determination in writing, and be given a reasonable time period, based on the circumstances of the particular situation, within which to correct the situation and open up the impaired view(s) by removing, altering, and/or otherwise modifying the vegetation so that the view impairment is, in the opinion of the Board, adequately mitigated or eliminated. "Removing," "altering," and "modifying" shall include without limitation trimming, cutting, shaping and any other methods of changing or removing the vegetation so that the views at issue are adequately restored. The extent of view remediation, protection and restoration necessary in each particular case shall be in the discretion of the Board. If an expert of any kind is retained by the Board to assist it, a copy of any reports or advice of the expert will be provided to all owners involved in the particular view issue being addressed.

Fees and Costs - who pays for correction of the view impairment: The Board urges the owners involved to discuss the fees and costs which will be incurred to adequately correct or remediate the view impairment and who will pay those. In the event that the owners cannot agree upon this issue, the Board may require the owner whose vegetation is impairing the view(s) to pay for the costs or fees of remediation, or require both or all owners involved in the particular impairment to share such costs and fees. The decision of the Board on this issue will be binding on the owners involved.

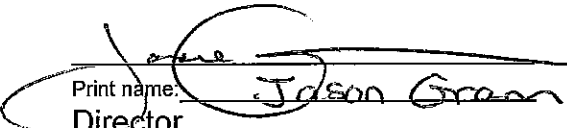
Failure of Owner to Comply - Correction by the Association: An owner must comply with this Rule or with a decision of the Board within the deadline given by the Board in its written notice as set forth above in subsection 3, or by such deadlines as the Board may set in any other notices or written communications to the owner. Compliance requires commencing remediation work within the deadline in the Board's written notice, and diligently pursuing and completing the work on the project no later than thirty (30) days after starting the work. If owner does not timely comply or complete within those time frames, the Association may hire an independent service vendor of its choice to perform or complete such remediation work as is needed in order to accomplish restoring or maintaining the view(s) at issue, which work may, at the discretion of the Board, include without limitation the cutting and/or pruning or total removal of the vegetation involved ("self-help" by the Association). If the Association resorts to

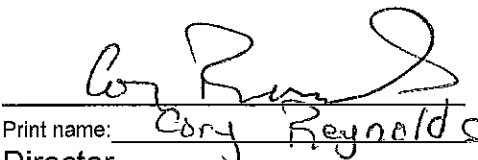
self-help in performing and/or completing the view(s) remediation work, all fees and costs involved in doing so shall be paid by the owner whose vegetation is impairing the view(s). The owner shall reimburse the Association for such costs and fees within forty five (45) days of being invoiced for them by the Association. All such fees and costs which remain unpaid beyond that time period after being invoiced to owner shall bear interest at the rate of 12% per annum and automatically constitute a lien on the Lot and all its improvements, and may be handled and foreclosed upon in the same fashion as if it were a lien for unpaid assessments under the Association's governing documents and the laws of the State of Washington. The Association may file a formal lien with the county in order to further protect its interests regarding recovery of such unpaid fees and costs. The amount of the lien shall include interest, attorneys' fees, and all costs and expenses incurred by the Association in the imposition and collection of such unpaid fees and costs in the future, including without limitation Association of recovery of all attorneys' fees incurred in pursuing collection.

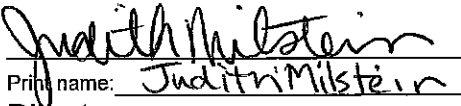
Fines for Non-compliance: If an owner does not comply with this Rule, or with decisions and/or written notices of the Board, fines may imposed until full compliance occurs by owner or the Association completes any self-help remedies as mentioned above, in accordance with the Association's Rule regarding fines and its fines schedule and procedures.

Final Discretion of Board: The decision of the Association to pursue enforcement action in any particular view issue case shall be left to the Board's discretion, subject to the duty to exercise good faith judgment and be reasonable, as provided for in the Declaration, and further restricted in that the Board shall neither be arbitrary nor capricious in taking enforcement action. A decision of the Association not to pursue enforcement action shall not be construed as a waiver of the Association's right to enforce such provisions at a later time under other circumstances, or to preclude the Association from enforcing any other covenant, restriction, or rule.

Adopted this 25 day of June, 2013.

  
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Director

  
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