

August 28 2019 9:57 AM

KEVIN STOCK
COUNTY CLERK
NO: 19-2-10456-8

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR THE COUNTY OF PIERCE

SILVER CREEK ASSOCIATION, a
Washington nonprofit corporation,

Plaintiff,

vs.

DAVID GORENSTEIN and CLAIRE
GORENSTEIN, husband and wife;
ANTHONY DRESSOR and JANET A
DRESSOR, husband and wife; ANDREW
RUIZ and DEBRA L KEIFERT-RUIZ,
husband and wife; MATHEW S.
ANDRASKO and KEIKO ANDRASKO,
husband and wife; LINCOLN P.
GLENISTER and CYNTHIA A.
GLENISTER, husband and wife; AN
HUYNH and SPOUSE, if any; HEATHER
M. HANSTAD and SPOUSE, if any;
THOMAS VAN CLEAVE and LOIS VAN
CLEAVE, husband and wife; MICHAEL P
REYNOLDS and WENDY REYNOLDS,
husband and wife; ROCHELLE
PETTINGILL and TREVOR
PETTINGILL, husband and wife; MARK

NO.

**COMPLAINT FOR MONEY
JUDGMENT AND
ENFORCEMENT OF
MEDIATION AND
ARBITRATION AGREEMENT**

**COMPLAINT FOR MONEY JUDGMENT AND
ENFORCEMENT OF MEDIATION AND
ARBITRATION AGREEMENT**

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TELEPHONE (253) 620-1500
TOLL-FREE (800) 439-1112
FAX (253) 572-3052

1 SOKOLOWSKI and DENISE
2 SOKOLOWSKI, husband and wife;
3 BRADLEY D. COLBO and SUSAN R.
4 COLBO, husband and wife; DAVID R.
5 ASPLUND and TERRIE L. ASPLUND,
6 husband and wife; TINH V. NGUYEN and
7 PHUNG H. LE, husband and wife;
8 STEPHEN BARNDT and JEANINE
9 BARNDT, husband and wife; RONALD
10 D. BEESLEY and KIMBERLY A.
11 NORRIS, husband and wife; WILLIAM
12 H. NIX, JR. and MARIE V. JIMENO,
13 husband and wife; DANIEL WOJTALA
14 and JANET J. WOJTALA, husband and
15 wife; RUSSELL BARSTOW and
16 MARGARET A. BARSTOW, husband
17 and wife; GERALD MOCZYNSKI and
18 LISA MOCZYNSKI, husband and wife;
19 BRENT J. EGGLESTON and DANA D.
20 EGGLESTON, husband and wife;
21 ERNEST R. CRUTCHER, IV and
22 JENNIFER K. CRUTCHER, husband and
23 wife; ALVARO S. OREJANA, III and
24 NORMA S. OREJANA, husband and wife;
25 SEAN BROWN and SHANNON
26 BROWN, husband and wife; COE R.
LINDNER and EILEEN B. LINDNER,
husband and wife; SCOTT M.
BERGESON and SUZANNE
BERGESON, husband and wife;
ROBERT R. CHARNESS and RUBY L.
CHARNESS, husband and wife, Trustees
of the 1997 Charness Family Trust; MARK
H. BOYD and ISABEL M. BOYD,
husband and wife; GRAHAM E.
STAINES and ERIKA Y. STAINES,
husband and wife; ERNEST P.
PETERSON and PAMELA PETERSON,

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1 husband and wife; FRED J. ROCKHOFF
2 & CHARLENE M. HUTCHINS, husband
3 and wife; JEFFREY R. WATKINS and
4 JENNIFER R. WATKINS, husband and
5 wife, ADAM WATSON and JANESEA
WATSON, husband and wife; LUTHER
AGUILAR and LORELLI AGUILAR,
husband and wife.

Defendants.

6
7 Comes now the plaintiff, SILVER CREEK ASSOCIATION, a Washington
8 nonprofit corporation ("Plaintiff"), by and through its attorney, James R. Tomlinson of
9 Davies Pearson, P.C., and for cause of action against the defendants allege as follows:

10 **1. Jurisdiction, Parties and Venue:**

11 1.1 Plaintiff is a non-profit corporation organized under the laws of the State
12 of Washington doing business as the master homeowners' association for all of the Silver
13 Creek community in Pierce County, Washington, and is the owner and/or manager of the
14 real property Common Area within the Silver Creek community that is the subject of this
15 action.

16 1.2 At all material times, defendants individually and on behalf of their
17 marital communities, if any, were and/or are now the owners of single family residential
18 lots of real property located in the Grayhawk division of Silver Creek located in
19 Puyallup, Pierce County, Washington. The name, lot number and street address for each
20 of the defendants is set forth on **Exhibit "A"** attached hereto and incorporated herein by
21 this reference as if fully set forth ("Defendants").

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23
24 **COMPLAINT FOR MONEY JUDGMENT AND**
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1.3 This action is to recover damages for injuries caused by the Defendants to the real property Common Areas owned and/or managed by the Plaintiff. Venue for this action is in Pierce County, Washington, pursuant to RCW 4.12.010(1).

2.
The View Maintenance Guidelines.

2.1 In 2016 some of the Defendants commenced a lawsuit against the Board of Directors of the Silver Creek Association under Pierce County Superior Cause No. 16-2-12121-2 (the "2016 Legal Action") seeking in part declaratory relief allowing the owners of homes in the Grayhawk division of Silver Creek to cut, prune, or otherwise maintain trees within the Common Areas of Silver Creek in order to preserve the views from their homes.

2.2 In settlement of the 2016 Legal Action the plaintiffs in that action and the Silver Creek Association entered into a CR 2A Agreement, a copy of which is attached as **Exhibit B**, and the terms of which are incorporated herein as if fully set forth.

2.3 After the execution of the CR 2A Agreement in the 2016 Legal Action and in accord with the terms of the CR 2A Agreement, the Silver Creek Board of Directors adopted certain View Maintenance Guidelines, a copy of which is attached as **Exhibit C**, and the terms of which are incorporated herein as if fully set forth.

2.4 The View Maintenance Guidelines provide, in part, as follows:

- All maintenance efforts shall be done in a competent and workmanlike manner by a Washington State Certified Arborist employed by a licensed, bonded, and insured professional tree service with a minimum of 5 years documented experience;
- View Maintenance shall be accomplished by individual pruning, crown thinning, crown reduction or low limb removal of trees at the edge or

bordering the view corridor(s) as established and/or recommended by the Arborist, consistent with the following:

- No tree shall be topped or removed for View Maintenance purposes unless specifically authorized by the Silver Creek Homeowners Association Board of Directors ("Silver Creek Board") consistent with the Forest Management Plan for Silver Creek;
 - Dead trees and snags will be left standing if suitable for wildlife use. Hanging trees or hazard trees will be dropped on site and stripped of all branches; these will be piled in small "wildlife" piles. The logs will be cut into 8-10' lengths to lay flat on the ground. These treatments aid in producing forest duff through natural sustainable processes and reduce rain impact;
 - No tree shall be trimmed lower than 6 feet above the street level of 92nd Ave E. per Pierce County letter dated November 9, 1999;
 - Any branches or limbs that fall on or within 10 feet of the trail shall be removed from the trail a minimum of 10 feet and be cut into 4-6' segments;
 - Individual residents are responsible for the cost of View Maintenance for their individual property (view corridor(s)).
-
- Alternative Dispute Resolution: in the event a dispute arises from or out of these View Maintenance Guidelines ("Dispute"), which the parties have been unable to resolve informally, the Dispute shall be resolved using the following multi-step, alternative dispute resolution procedure:
 - The aggrieved party must provide written notice of the Dispute to the other party (with a copy to be delivered to the Silver Creek Board) to invoke this alternative dispute resolution process;
 - Within fourteen (14) days of receipt of notice of a Dispute, the parties shall meet to confer to determine whether the Dispute may be resolved informally. In the event that the Dispute cannot be resolved informally, the parties shall schedule mediation at a mutually convenient date and time within 30 days of the informal meet and confer;
 - In the event the mediation fails to resolve the Dispute, the parties shall submit the Dispute to binding arbitration with an arbitrator selected from Judicial Dispute Resolution (JDR) or Judicial Arbitration and

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Mediation Services (JAMS) within 30 days of the failed mediation. The parties shall abide by the arbitrator's briefing schedule and rules for the arbitration proceeding, subject to the provision of RCW 7.04A, Washington's Uniform Arbitration Act;

- Each party shall be responsible for their own attorneys' fees and costs incurred in that resolution of any such Dispute and shall share the Arbitrator's costs and fees equally.

3. The Damage Done by the Defendants to the Common Area.

3.1 Between December 16, 2017 and February 16, 2018, Defendants, by and through their independent contractor Bryce Landrud and Thundering Oak Enterprises, Inc., entered into the Common Area of Silver Creek and severely and unreasonably cut, pruned, and topped hundreds of the trees therein to better the views from their properties.

3.2 The work done in the Common Area at the direction of the Defendants was not done in a competent or workmanlike manner. The work done by the Defendants' agent either killed or severely damaged 366 trees in the Common Area, all of which must be considered a total loss.

3.3 The work done in the Common Area at the direction of the Defendants breach and/or violated the terms of the View Maintenance Guidelines.

3.4 The total value of damages suffered by Silver Creek due to the Defendants wrongful acts in the Silver Creek Common Area is One Hundred Thirty One Thousand Four Hundred Five Dollars (\$131,405), plus such other and further amounts to be shown at the time of trial.

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1 4. **Joint and Several Liability.**

2 4.1 All of the Defendants, having acted in concert in such a manner as to
3 cause damage to the Plaintiff, are jointly and severally liable for the damages caused to
4 the Plaintiff pursuant to RCW 4.22.070(1)(a).

5 4.2 Plaintiff is not at fault regarding the damage to the Common Area.
6 Defendants are jointly and severally liable for the sum of their proportionate shares of the
7 Plaintiff's total damages pursuant to RCW 4.22.070(1)(b).

8 4.3 In the alternative, if and only if the joint and several liability exceptions of
9 RCW 4.22.070(1)(a) and (b) are found not to apply, then the court shall determine the
10 percentage of the Plaintiff's total damages that are attributable to each of the Defendants
11 pursuant to RCW 4.22.070(1).

12 5. **Alternative Dispute Resolution.**

13 5.1 The View Maintenance Guidelines provide that if a dispute arises out of
14 the View Maintenance Guidelines that cannot be informally resolved by the parties, the
15 dispute shall be resolved pursuant to the multi-step alternative dispute resolution
16 procedure set out in paragraph 2.4 above and in Exhibit C attached hereto.

17 5.2 Written demand for mediation was sent to the Defendants; however, to
18 date, the Defendants have refused to participate.

19 5.3 After the completion of reasonable discovery, this court should order
20 arbitration of the disputes arising out of the View Maintenance Guidelines. Any rulings
21 made by the assigned arbitrator, should be confirmed by this court as a final and binding
22 judgment against the Defendants.

23

24 **COMPLAINT FOR MONEY JUDGMENT AND**
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1 WHEREFORE, Plaintiff prays for the entry of a judgment as follows:

2 1. A default judgment should be entered against any Defendant that fails to
3 appear in or defend this action.

4 2. The court should order reasonable discovery regarding this matter.

5 3. After reasonable discovery is complete, the court should order that those
6 portions of the dispute subject to arbitration be arbitrated as required.

7 4. Judgment should be entered in favor of Silver Creek Association and
8 against the Defendants, jointly and severally, in the amount of \$131,405, plus such other
9 and further amounts to be shown at the time of trial/arbitration.

10 5. In the alternative, if and only if the joint and several liability exceptions of
11 RCW 4.22.070(1)(a) and (b) are found not to apply, a judgement should be entered
12 determining the percentage of the Plaintiff's total damages that is attributable to each of
13 the Defendants pursuant to RCW 4.22.070(1) and a judgment should be entered against
14 each Defendant for the amount so determined.

15 6. That any agreements reached by the parties in mediation and/or any
16 rulings entered by the assigned arbitrator be confirmed as the final judgments of this
17 court.

18 7. For such other and further relief as is just and equitable.

19 DATED this 28 day of August, 2019.

20 DAVIES PEARSON, P.C.

21 
22 JAMES R. TOMLINSON, WSB #14559
23 Attorneys for Plaintiff

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Exhibit A

EXHIBIT A

Name of Defendants	Lot No.	Address
Janet A Dessor and Anthony Dessor	8	17701 92 nd Ave. E, Puyallup, WA
Debbra L Keifert-Ruiz and Andrew Ruiz	9	17705 92 nd Ave. E, Puyallup, WA
Mathew S. Andrasko and Keiko Andrasko	10	17707 92 nd Ave. E, Puyallup, WA
Lincoln P. Glenister and Cynthia A. Glenister	13	17717 92 nd Ave. E, Puyallup, WA
An Huynh	14	17719 92 nd Ave. E, Puyallup, WA
Heather M. Hanstad	15	17723 92 nd Ave. E, Puyallup, WA
Thomas Van Cleave and Lois Van Cleave	16	17725 92 nd Ave. E, Puyallup, WA
Michael P Reynolds and Wendy Reynolds	17	17729 92 nd Ave. E, Puyallup, WA
Rochelle Pettingill and Trevor Pettingill	19	17805 92 nd Ave. E, Puyallup, WA
Mark Sokolowski and Denise Sokolowski	20	17809 92 nd Ave. E, Puyallup, WA
Bradley D. Colbo and Susan R. Colbo	21	17811 92 nd Ave. E, Puyallup, WA
David R. Asplund and Terrie L. Asplund	22	17815 92 nd Ave. E, Puyallup, WA
Tinh V. Nguyen and Phung H. Le	23	17817 92 nd Ave. E, Puyallup, WA
Stephen Barndt and Jeanine Barndt	24	17821 92 nd Ave. E, Puyallup, WA
Ronald D. Beesley and Kimberly A. Norris	25	17823 92 nd Ave. E, Puyallup, WA
David Gorenstein and Claire Gorenstein	26	17827 92 nd Ave. E, Puyallup, WA
William H. Nix, Jr. and Marie V. Jimeno	27	17901 92 nd Ave. E, Puyallup, WA
Daniel Wojtala and Janet J. Wojtala	28	17913 92 nd Ave. E, Puyallup, WA
Russell Barstow and Margaret A. Barstow	30	17921 92 nd Ave. E, Puyallup, WA
Gerald Moczynski and Lisa Moczynski	31	17925 92 nd Ave. E, Puyallup, WA
Brent J. Eggleston and Dana D. Eggleston	33	18011 92 nd Ave. E, Puyallup, WA
Ernest R. Crutcher, IV and Jennifer K. Crutcher	34	18015 92 nd Ave. E, Puyallup, WA
Alvaro S. Orejana, III and Norma S. Orejana	35	18023 92 nd Ave. E, Puyallup, WA
Sean Brown and Shannon Brown	36	18027 92 nd Ave. E, Puyallup, WA
Coe R. Lindner and Eileen B. Lindner	37	18105 92 nd Ave. E, Puyallup, WA
Scott M. Bergeson and Suzanne Bergeson	38	18113 92 nd Ave. E, Puyallup, WA
Robert R. Charness and Ruby L. Charness; TTEE 1997 Charness Family Trust	39	18121 92 nd Ave. E, Puyallup, WA
Mark H. Boyd and Isabel M. Boyd	40	18127 92 nd Ave. E, Puyallup, WA

Graham E. Staines and Erika Y. Staines	41	18201 92 nd Ave. E, Puyallup, WA
Ernest P. Peterson and Pamela Peterson	42	18205 92 nd Ave. E, Puyallup, WA
Fred J. Rockhoff & Charlene M. Hutchins	43	18209 92 nd Ave. E, Puyallup, WA
Jeffrey R. Watkins and Jennifer R. Watkins	45	18303 92 nd Ave. E, Puyallup, WA
Adam Watson and Janessa Watson	46	18307 92 nd Ave. E, Puyallup, WA

Exhibit B

CR 2A AGREEMENT

Pierce County Superior Court Cause No. 16-2-12121-2

This CR2A Agreement (the "Agreement") is made by and between David Gorenstein and Bob Chamess, representing the named Plaintiffs (the "Grayhawk Residents") and Robert U. Schultz, Jr. and Michael Morrey, on behalf of the Silver Creek Board of Directors (the "Board"), each referred to herein as a "Party" or collectively referred to herein as the "Parties".

RECITALS

Whereas, Plaintiffs are twenty-eight owners of the approximately 40 homes in the Grayhawk Subdivision (the "Grayhawk Rim Residents") of the Silver Creek Master Plan who own property along the Rim above the Community Park known as Tract C on the Plat.

Whereas, the Grayhawk Rim Residents previously submitted a formal request for tree maintenance initially in 2013, which was not approved by the Board. As a result, the Grayhawk Rim Residents filed a lawsuit in the Pierce County Superior Court (Case No. 16-2-12121-2), alleging, in part, claims for declaratory relief, which the Board has denied ("Litigation").

Whereas, the Board and the Grayhawk Rim Residents wish to resolve the Litigation by establishing a set of View Maintenance Guidelines, which shall include a process for future dispute resolution, in order to eliminate the risk of future disputes and/or litigation with respect to future requests for view maintenance.

AGREEMENT

1. Adoption of View Maintenance Guidelines. Within fourteen (14) days of the Parties' mutual execution of this Agreement, the Board shall execute and deliver a written Board Resolution adopting the View Maintenance Guidelines attached hereto as Exhibit A. The View Maintenance Guidelines shall serve as the Board's adopted maintenance guidelines for the purposes stated therein, consistent with the provisions of Section 7.3 of the covenants, conditions and restrictions for Silver Creek ("Master CCRs").

1.1 Present Request Deemed Approved. Following the Board's adoption of the View Maintenance Guidelines and upon the Grayhawk Rim Residents' full compliance with the View Maintenance Guidelines (which, at this time, only require County approval of the arborist and geotech reports), the Grayhawk Rim Residents' current view maintenance request shall be deemed approved and the Grayhawk Rim Residents may proceed with their view maintenance.

1.2 Future Requests Subject to View Maintenance Guidelines. Consistent with the provisions of the Master CCRs at Section 7.3, the Board shall fulfill its maintenance obligations by considering written requests from the Grayhawk Subdivision for View Maintenance, consistent with the View Maintenance Guidelines, no more than once every five years from the last maintenance performed.

2. The View Maintenance Guidelines shall include a provision that requires such View Maintenance Requests be approved within 30 days after the initial request is submitted to the Board, conditioned solely upon County approval.

3. As partial consideration for the dispute resolution herein, the Board will pay the Grayhawk Residents the sum of \$2,500, which the Grayhawk Residents will use to partially fund the Grayhawk Residents Maintenance Fund (for a total initial fund balance of \$5,000--\$2,500 of which will be paid by the Board). The provisions for use and disbursement of funds from the Grayhawk Residents Maintenance Fund will be further set forth in the View Maintenance Guidelines.

4. Within five days of the Board's formal adoption of the View Maintenance Guidelines, the Parties and counsel for each Party shall execute and cause to be filed an Agreed Stipulation and Order, dismissing the Litigation with prejudice and without fees or costs to either party.

5. Upon mutual execution of this Agreement and pending the Board's execution of the Board Resolution, described above, the Board shall immediately strike its pending motion for summary judgment, reserving the right to renote if this matter is not dismissed as provided herein.

6. The Parties will cooperate in preparing a draft communication to the Silver Creek residents, to be published on the Silver Creek website, which shall generally inform the residents of the amicable resolution of the Litigation and the establishment of the View Maintenance Guidelines for the mutual benefit of all residents. The Parties shall work collaboratively to refrain from communicating any derogatory information about the process or the parties involved.

7. The Parties agree that this CR2A Agreement is enforceable to bind the Parties to the terms set forth herein.

DATED this 8th day of August, 2017.

GLENISTER, ET AL.

SILVER CREEK HOMEOWNERS
ASSOCIATION BOARD OF DIRECTORS

By: 

David Gorenstein
Grayhawk Resident

By: 

Michael Morley
Board Member

By: 

Bob Charness
Grayhawk Resident

By: 

Robert U. Schultz, Jr.
Board Member

By: _____

Phil Durben
Board Member

3. As partial consideration for the dispute resolution herein, the Board will pay the Grayhawk Residents the sum of \$2,500, which the Grayhawk Residents will use to partially fund the Grayhawk Residents Maintenance Fund (for a total initial fund balance of \$5,000--\$2,500 of which will be paid by the Board). The provisions for use and disbursement of funds from the Grayhawk Residents Maintenance Fund will be further set forth in the View Maintenance Guidelines.

4. Within five days of the Board's formal adoption of the View Maintenance Guidelines, the Parties and counsel for each Party shall execute and cause to be filed an Agreed Stipulation and Order, dismissing the Litigation with prejudice and without fees or costs to either party.

5. Upon mutual execution of this Agreement and pending the Board's execution of the Board Resolution, described above, the Board shall immediately strike its pending motion for summary judgment, reserving the right to refile if this matter is not dismissed as provided herein.

6. The Parties will cooperate in preparing a draft communication to the Silver Creek residents, to be published on the Silver Creek website, which shall generally inform the residents of the amicable resolution of the Litigation and the establishment of the View Maintenance Guidelines for the mutual benefit of all residents. The Parties shall work collaboratively to refrain from communicating any derogatory information about the process or the parties involved.

7. The Parties agree that this CR2A Agreement is enforceable to bind the Parties to the terms set forth herein.

DATED this _____ day of August, 2017.

GLENISTER, ET AL.

SILVER CREEK HOMEOWNERS
ASSOCIATION BOARD OF DIRECTORS

By: _____
David Gorenstein
Grayhawk Resident

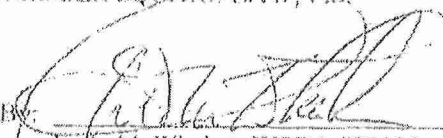
By: _____
Michael Morrey
Board Member

By: _____
Bob Charness
Grayhawk Resident

By: _____
Robert U. Schultz, Jr.
Board Member

By: Phillip R Durben
Phil Durben
Board Member

LEDGER SQUARE LAW, P.S.

By: 
Jason M. Whalen, WSBA #22195
Attorneys for Plaintiffs

WILSON SMITH COCHRAN
DICKERSON

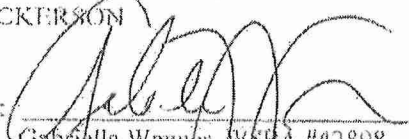
By: 
Gabriella Wagner, WSBA #42898
Attorneys for Defendants

Exhibit C

**Silver Creek
View Maintenance Guidelines
2017**

Without the governing documents for Silver Creek Homeowners Association ("Silver Creek") specifically providing for view easements, the goal of this set of guidelines (the "View Maintenance Guidelines") is to preserve and maintain general view corridors (hereinafter "View Maintenance") for the benefit of the requesting party and the overall health and vitality of the community parks.

- All tree maintenance activities for view corridors shall be established by a Washington State Certified Arborist or Forester ("Arborist") and maintenance zone areas identified on a plan where the maintenance activities are to be conducted;
- All maintenance efforts shall be done in a competent and workmanlike manner by a Washington State Certified Arborist employed by a licensed, bonded, and insured professional tree service with a minimum of 5 years documented experience;
- View Maintenance shall be accomplished by individual pruning, crown thinning, crown reduction or low limb removal of trees at the edge or bordering the view corridor(s) as established and/or recommended by the Arborist, consistent with the following:
 - No tree shall be topped or removed for View Maintenance purposes unless specifically authorized by the Silver Creek Homeowners Association Board of Directors ("Silver Creek Board") and consistent with the Forest Management Plan for Silver Creek;
 - Dead trees and snags will be left standing if suitable for wildlife use. Hanging trees or hazard trees will be dropped on site and stripped of all branches; these will be piled in small 'wildlife' piles. The logs will be cut into 8-10' lengths to lay flat on the ground. These treatments aid in producing forest duff through natural sustainable processes and reduce rain impact;
 - No tree shall be trimmed lower than 6 feet above the street level of 92nd Ave. E. per Pierce County letter dated November 9, 1999;
 - Any branches or limbs that fall on or within 10 feet of the trail shall be removed from the trail a minimum of 10 feet and be cut into 4-6' segments;
 - Individual residents are responsible for the cost of View Maintenance for their individual property (view corridor(s)).
- Homeowners Group Fund: Any homeowners requesting View Maintenance work pursuant to these guidelines shall establish a "Homeowners Group Fund (HGF)" containing no less than \$5,000.00, funded entirely by the requesting homeowners. If any tree dies or any other adverse impact on the slope or wetland occurs as a result of the approved View Maintenance, the HGF is responsible for replacement of the tree or remediation of damages to the slope or any wetland. Replacement of the tree shall be done by planting a new evergreen tree or trees per Pierce County Code at the direction or recommendation of a certified Arborist or Landscape Architect. In the event that the harm is caused by an intentional violation of pre-approved View Maintenance Guidelines, the remediation shall be the responsibility of the homeowner at whose direction the intentional violation was done.

- Frequency of requests: No request made pursuant to these guidelines shall be made within five years of completion of work approved and performed in relation to any prior request.
- Silver Creek Board approval: Any View Maintenance request made under these View Maintenance Guidelines shall be approved within thirty (30) days after the initial request is submitted to the Silver Creek Board, conditioned solely upon County approval. Any View Maintenance request that is not compliant with these View Maintenance Guidelines and/or is not approved by the County shall be denied until such time that the View Maintenance request is brought into compliance and/or approved by the County, *as required.*
- County approval: Work performed pursuant to any request made under these View Maintenance Guidelines shall only be done upon approval from Pierce County which must be obtained, in writing, by the requesting party prior to inception of the work.
- Alternative Dispute Resolution: In the event a dispute arises from or out of these View Maintenance Guidelines ("Dispute"), which the parties have been unable to resolve informally, the Dispute shall be resolved using the following multi-step, alternative dispute resolution procedure:
 - The aggrieved party must provide written notice of the Dispute to the other party (with a copy to be delivered to the Silver Creek Board) to invoke this alternative dispute resolution process;
 - Within fourteen (14) days of receipt of notice of a Dispute, the parties shall meet to confer to determine whether the Dispute may be resolved informally. In the event that the Dispute cannot be resolved informally, the parties shall schedule mediation at a mutually convenient date and time within 30 days of the informal meet and confer;
 - In the event that mediation fails to resolve the Dispute, the parties shall submit the Dispute to binding arbitration with an arbitrator selected from Judicial Dispute Resolution (JDR) or Judicial Arbitration and Mediation Services (JAMS) within 30 days of the failed mediation. The parties shall abide by the arbitrator's briefing schedule and rules for the arbitration proceeding, subject to the provisions of RCW 7.04A, Washington's Uniform Arbitration Act;
 - Each party shall be responsible for their own attorneys' fees and costs incurred in the resolution of any such Dispute and shall share the Arbitrator's costs and fees equally.
- Amendment: These View Maintenance Guidelines may be amended from time to time, only upon sixty (60) days' written notice of the proposed amendment to all Silver Creek Residents prior to a regularly scheduled Homeowners Association meeting. Residents shall be given an opportunity to comment on the proposed amendment at the regularly scheduled Homeowners Association meeting, prior to any vote on the proposed amendment. Any proposed amendment to these View Maintenance Guidelines shall be voted on and approved by a two-thirds (2/3) majority vote of those members present at the Homeowners Association meeting called for those purposes.

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