

# CONSOLIDATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF AUTUMN WIND

*Note - This consolidated document contains the text of the original document and the two amendments dated 8<sup>th</sup> August 1995 and 9<sup>th</sup> June 1998. It has been created to allow ease of reading and searching but does not supersede the legality of the three original documents. As such, it does not contain the signature blocks from any of the original documents.*

## Table of Contents:

1. EFFECT OF DECLARATIONS; TERMINATION; AMENDMENT
2. DEFINITIONS
3. EASEMENTS; RIGHT IN COMMON AREAS AND IMPROVEMENTS
4. ARCHITECTURAL AND USE CONTROL
5. HOMEOWNERS' ASSOCIATION
6. ASSESSMENTS
7. ENFORCEMENT
8. DEVELOPMENT PERIOD
9. SEVERABILITY
10. PLAT DEDICATION

## **DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF AUTUMN WIND**

Lozier Hones Corporation, a Washington Corporation, is the owner of certain real property in King County, Washington, commonly known as Autumn Wind consisting of 71 residential lots, legally described as:

Lots 1 through 71, Autumn Wind, according to the Plat recorded in Volume 163 of Plats, pages 67 thru 70 in King County, Washington.

Said real property is hereafter referred to as "the Property" or "Properties".

Lozier Homes Corporation, as Declarant, and in furtherance of protecting the economic value, desirability of ownership, and architectural uniformity, of the Properties; hereby declares. that the above-described Properties are hereinafter subject to the terms, conditions and provisions of this Declaration of Covenants, Conditions, Restrictions and Easements.

### **1. EFFECT OF DECLARATION, TERMINATION; AMENDMENT**

The "Properties" shall be held, sold and conveyed subject to the provisions, covenants, restrictions and easements contained in this Declaration. The provisions of this Declaration shall run with the land and be binding upon all parties having any right, title or interest in the Properties or any part thereof and shall benefit all persons who are or become Owners of Lots.

The provisions of this Declaration are valid and binding for a period of thirty (30) years from the date of recording this Declaration in the office of the King County Recorder, at which time said provisions shall be automatically extended for successive periods of ten (10) years each unless seventy percent (70%) or more of the Owners, by an instrument or instruments in writing, duly signed and acknowledged by them, terminates said provisions insofar as they pertain to residential Lots or Building Sites, and termination shall become effective upon the filing of such instrument of record in the office of the King County Recorder. This Declaration may not be amended without the approval of the Declarant until after termination of the Development Period as defined herein, and then only by an instrument properly executed and acknowledged by seventy percent (70%) or more of the Owners, which amendment shall be recorded in the office of the King County Recorder. For purposes of voting under this provision, Owners of lots will be entitled to one vote for each vote they are entitled to cast in the Association for a Lot which is subject to this Declaration.

### **2. DEFINITIONS**

The following words, when used in the Declaration or any supplemental declaration (unless the context indicates otherwise) shall have the following meanings:

- A. "ACC" shall mean the Architectural Control Committee as provided for and established in this Declaration.
- B. "Association" shall mean the Autumn Wind Homeowners' Association, a Washington non-profit corporation.
- C. "Board" shall mean the Board of Directors of the Association.
- D. "Building Site" shall mean a legal site for the construction of a single family residence and shall consist of at least (1) one or more residential lots as legally established by the plat of the Property; or (2) a parcel composed of only a portion of such residential Lots, the area of which parcel shall not be less than that required for the established use in the district in which it is located.
- E. "Common Areas and Improvements" shall mean
  - a. all the real property (including any improvements thereon) owned by the Association for the common use and enjoyment of the Owners and
  - b. those landscaped areas or other community related improvements lying within the street right of way, utility tracts, or easements over building lots granted to the Association for such purposes; and which have been landscaped have had improvements installed by the Declarant or the Association for the common beautification and enjoyment of the Properties. (Entry signs, mailbox stands, and landscaped entries, detention ponds, street islands, etc. are the type of areas and improvements included hereinwith).
- F. "Declarant" shall mean Lozier Homes Corporation, a Washington corporation, and its successors and assigns. The term "successors and assigns" as used in this definition does not include purchasers from the Declarant (or from its successors and assigns) of Lots.
- G. "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements of (insert subject division).
- H. "Development Period" shall mean the period defined in paragraph 8 of this Declaration.
- I. "Initial Board of Directors" shall mean the Board serving during the Development Period.

J. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of (1) the Common Areas and Improvements, and (2) tracts dedicated to utility districts and government entities.

K. "Member" shall mean and refer to every person or entity that holds a membership in the Association. There shall be one membership per lot which shall be inseparably appurtenant to each Lot.

L. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot and shall include any persons or entities purchasing a Lot pursuant to the terms of a recorded real estate contract, but said term shall exclude those having an interest in any Lot merely as security for the performance of an obligation.

M. "Property" or "Properties" shall mean the real property described herein, which is subject to this Declaration.

### **3. EASEMENTS; RIGHTS IN COMMON AREAS AND IMPROVEMENTS**

A. EASEMENTS. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, or as recorded elsewhere, and easements for the same purposes are reserved:

(1) over the front and rear five (5) feet of each Building Site; and  
(2) over a five (5), foot strip along each side of interior Building Site lines. Within these easements, no structure, including such items as patios, barbecues, etc., shall be placed or permitted to remain, nor shall any activity be permitted within said easements which may damage or interfere with the installation and maintenance of existing and future utilities, or which may change the direction of flow of drainage in the easement areas. A utility or drainage facility in the easement area of each Lot or Building Site shall be maintained continuously by the property Owners who require the utility or drainage facility except for those improvements for which a public authority or utility company is responsible. In the case where a utility or drainage facility has to be installed on an Owner's property in the easement areas herein defined, the cost to install the facility and to restore the Building Site to its original State prior to installation must be borne by the property Owners who require the utility or drainage facility. Any and all drainage collected or sufficiently concentrated to create erosion problems in the opinion of the ACC shall be piped to the nearest underground public storm sewer line or street gutter at the expense of the property Owner(s) who requires the drainage facility. If such an installation is required to serve more than one Lot, then the Owners of each of said Lots served shall pay for such installation and the

maintenance thereof in proportional amounts as established by the ACC.

B. LOT OWNER'S RIGHTS IN COMMON AREAS AND IMPROVEMENTS. Every Owner shall have a non-exclusive right to an easement of enjoyment in and to the Common Areas and Improvements owned by the Association and such easement shall be appurtenant to and shall be conveyed: with the title to, or contract purchaser's interest in every Lot, even though such easement is not expressly mentioned or described in the conveyance or other instrument, subject to the following restrictions:

1. The rights of the Association to limit the number of guests of members, and to adopt rules and regulations;
2. The right of the Association to exclusive use and management of said Common Areas and Improvements for utilities, such as pumps, pipes, wire, conduits, and other utility equipment, supplies and materials;
3. The rights reserved to the Declarant in the Declaration;
4. The right of the Association to charge a reasonable admission and other fees for the use of any recreational facilities situated upon the Common Areas and Improvements;
5. The right of the Association to suspend the voting rights and right to use of the Common Areas and Improvements by any Owner for any period during which any assessment against the Owner's Lot remains unpaid; and for a period not to exceed one hundred eighty (180) days for any, infraction of the published rules and regulations;
6. The right of the Association to dedicate or transfer all or any part of the Common Areas and Improvements to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. Except as dedicated or transferred by the Declarant during the Development Period, no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer, signed by seventy-five percent (75%) of all members: has been recorded in the office of the King County Recorder.

Any owner may delegate his right of enjoyment of the Common Areas and Improvements and facilities to the members of his family, his tenants and friends, subject to rules and regulations adopted by the Association.

After conveyance by the Declarant, title to the Common Areas and Improvements shall be held by the Association as trustee for the Lot Owners.

#### C. DECLARANT'S RIGHTS IN COMMON AREAS AND IMPROVEMENTS.

1. RESERVATION OF CONTROL. The Declarant shall have and hereby reserves for itself, its successors and assigns, the right, during the Development Period, to utilize the Common Areas and Improvements for its business use and purposes; including but not limited to uses and purposes related to the construction, promotion and development of the Property. Such right shall include the right to dedicate, transfer or grant easements to any part of the Common Areas and Improvements to any public agency, authority or utility for purposes not inconsistent with the intended purposes of such Common Areas and Improvements. On or before the termination of the Development Period, Declarant shall convey and quit claim the Common Areas and Improvements to the Association, free and clear of encumbrances other than easements granted to public agencies, authorities and utilities. The control, management, and administration of the Common Areas and Improvements shall then vest in the Association, subject to the Declarant's aforementioned rights of use.

2. COSTS. Until such time as the Common Areas and Improvements shall be conveyed to the Association, the Declarant shall pay all costs of maintaining and operating the Common Areas and Improvements. Upon conveyance of the Common Areas and Improvements to the Association, the Association shall thereafter pay all costs of maintaining and operating the Common Areas and Improvements.

3. The Association shall be responsible for the management, maintenance and administration of all Common, Areas and Improvements conveyed to the Association.

#### 4. ARCHITECTURAL AND USE CONTROL

##### A. Architectural Control Committee; Approval of Plans.

1. ARCHITECTURAL CONTROL COMMITTEE. There shall be an architectural control committee (ACC), with the responsibility and authority to approve, or disapprove modifications to the Property, and to enforce the terms and conditions of this Declaration as they relate to architectural and use control.

The ACC shall consist of three (3) members.

The members of the ACC during the Development period shall be appointed by the Declarant and shall serve until the end of the Development period.

At the first annual meeting following the end of the Development Period, the members of the Association shall elect three (3) members of the ACC, whose member terms shall be one year. At

each annual meeting of the Association thereafter, new members of the ACC shall be elected.

Each members present at an annual meeting may cast one (1) vote each for three (3) separate candidates for the ACC, Those three (3) candidates with the highest vote tallies shall constitute the new ACC.

In the case of the death, disability or resignation of any member or members of the ACC, the surviving or remaining members or members shall have full authority to designate a successor or successors.

The ACC shall have the authority in any individual case to make such exceptions to the building restrictions and requirements set forth herein as said committee shall, in its uncontrolled discretion deem necessary or advisable.

2. APPROVAL OF PLANS. All buildings and structures, including concrete or masonry walls, rockeries, fences, swimming pools, or other structures to be constructed or modified within the Property shall be approved by the ACC. Complete plans and specifications of all proposed buildings, structures and exterior alterations, together with detailed plans showing the proposed location and elevation of the same on the particular Building Site, shall be submitted to the ACC before construction or alteration is started, and such construction and alteration shall not be started until written approval thereof is given by the ACC.

The ACC will review submittals as to the quality of workmanship and materials planned and for conformity and harmony of the external design with existing structures on the said Building Sites, and as to the location of the building with respect to topography, finished grade elevation and building set back restrictions.

In the event the ACC. fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been delivered to it, such approval will not be required.

All plans and specifications, for approval by the ACC must be submitted at least ten (10) days prior to the proposed construction and starting date. Two complete sets of said plans and specifications shall, in each case, be delivered to the ACC. Said plans and specifications shall be prepared by an architect or a competent house-designer approved by the ACC. All buildings or structures shall be erected or constructed by a contractor or house builder approved in writing by the ACC. The maximum height of any residence may be established by the ACC as part of the plan approval and given in writing together with the approval.

One set of approved plans shall be retained by the ACC and the other returned to the Party submitting them.

As to all improvements, constructions and alterations within the Property, the ACC shall have the right to refuse to approve any design, plan or color for such improvement, construction or alteration which is not suitable or desirable, in the ACC's opinion, for any reason, aesthetic or otherwise, and in so passing upon such design, the ACC shall have the right to take into consideration the suitability of the proposed building or other structure; and the material of which it is to be built, and the exterior color scheme, the site upon which it is proposed to erect the same, the harmony, thereof with the surroundings and the effect or impairment that said structures will have on the view or outlook of surrounding building sites, and any and all factors, which in the ACC's opinion shall effect the desirability or suitability of such proposed structure, improvements or alterations.

The ACC shall have the right to disapprove the design or installation of a swimming pool or any other recreational structure or equipment which is not suitable or desirable, in the ACC's opinion, for any reason, aesthetic or otherwise, and in so passing upon such design or proposed installation, the ACC shall have the right to take into consideration the visual impact of the structure and the noise impact of the related activities upon all of the Properties located in the close proximity. Any enclosure or cover used in connection with such a recreational structure or equipment, whether temporary, collapsible, seasonal or whatever, shall be treated as a permanent structure for the purposes of these covenants and shall be subject to all the conditions, restrictions and requirements as set forth herein for all buildings and structures.

B. BUILDING AND LANDSCAPING REQUIREMENTS AND RESTRICTIONS. The following building and landscaping restrictions govern the Property and must be adhered to:

1. Any dwelling or structure erected or placed on any Lot or Building Site shall be completed as to external appearance, including finished painting, within eight (8) months after date of commencement of construction and shall be connected to an acceptable sewage disposal facility. All front yards and landscaping must be completed within six (6) months from the date of completion of the Building or structure constructed thereon. In the event of undue hardship due to weather conditions, an extension of time may be granted upon prior written approval of the ACC.



2. No building or structure shall be erected, constructed or maintained or permitted upon such residential lots, except upon a Building Site as herein defined.

3. No building or structure shall be erected, constructed, maintained or permitted upon a Building Site other than one detached single family dwelling of single family occupancy only, not to exceed two (2) stories in height plus basement and a private garage or carport for not more than three (3) standard sized automobiles.

4. No dwelling shall, be permitted on any Lot or Building Site at a purchaser's cost of less than \$125,000.00 including land value and sales tax; based upon cost levels prevailing on the date these covenants are recorded, it being the intent and purpose of this covenant to assure that all dwellings shall be of quality workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the, minimum cost stated herein for the minimum permitted dwelling size.

5. All houses to be built are subject to the following square footage minimums:

(a) All ramblers are to have a minimum of 1450 square feet of main floor area,

(b) All two-story type homes shall have a minimum of 1650 square feet of total floor area exclusive of basement areas, garage and porches.

These square footage minimums are meant to be guidelines to be used in conjunction with the dollar value standards set in paragraph B.4 above. The ACC may make exceptions to these guidelines so long as the effect is not unreasonable or inconsistent with the interest of these covenants.

6. No dwelling house or garage or any part thereof, or any other structure (exclusive of fences and similar structures) shall be placed on any Lot or Building Site nearer than 20 feet to the front Building Site line, nor nearer than 5 feet to any side of Building Site line, nor nearer than 20 feet to any rear Building Site line unless otherwise approved by the ACC. In the case of corner Building Sites, the front yard set back shall be a minimum of 20 feet and the adjoining exterior street Building Site line set back shall be a minimum of 10 feet.

7. Unless otherwise approved by the ACC, all garages and carports must: be attached to, or incorporated in and made a part of the dwelling houses. In granting deviations, the ACC will consider functional necessity and architectural desirability.

8. No fence, wall, hedge, or mass planting other than foundation planting shall be permitted to extend nearer to any street than the minimum setback line of the residence, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said retaining wall, provided, however, that no fence, wall, hedge or mass planting shall at any time, where permitted, extend higher than six (6) feet above ground. All fences, hedges, or boundary walls situated anywhere upon any residential lot or building site must be approved in writing by the ACC as to its height and design prior to construction. Fences shall be well constructed of suitable fencing materials and shall be artistic in design and shall not detract from the appearance of the dwelling house located upon the lot or building site or be offensive to the owners or occupants thereof, or detract from the appearance of the dwelling houses located on the adjacent lots or building sites. The finished side of any fence (as approved by the ACC) that is visible from neighboring property or streets shall face the neighboring property or street. The finished side of any such fence shall be a side wherein its best decorative components, finishes and textures are displayed, and wherein any supporting rails are either not exposed or are evenly divided as to exposure between the two fence sides. Fences constructed of wire, including woven cyclone wire types, are strictly prohibited unless individually approved by the ACC for specific purposes.

9. No trees or shrubs of any type, other than those existing at the time these restrictive covenants are filed, shall be allowed to grow in height to a point where they shall noticeably and unreasonably interfere with a view of some significance from another residence. The ACC shall be the sole judge in deciding whether the view is of some significance and whether there has been such unreasonable interference. Should the ACC determine that there is an unreasonable interference, they shall notify the owner in writing, specifying the nature of the interference, what should be done to eliminate it, and the time by which said interference must be eliminated by the owner.

10. No lines, or wires for transmission of current, cable television signals, or for telephone use shall be construed, placed or permitted thereon unless the same shall be underground or in conduit attached to a building. No house-top television, radio or other type of antenna shall be erected or placed on any residential site without the written approval of the ACC. Nor shall any rotary antenna, tower, beam or other similar device be constructed on any residential site or building without the written approval of, the ACC.

11. Exterior Of House - General Maintenance. Each property owner shall keep the exterior of the property, including structures and the property, in a clean and sanitary condition, free of rodents and pests, and in good condition and repair, and shall do all redecorating, painting, landscaping, and maintenance at all times as necessary to maintain the appearance of the structure and the lot in a manner consistent and in general harmony with surrounding properties.

Landscape Areas - General Maintenance: All yards and landscape areas, including but not limited to lawns, flower beds, shrubbery, significant trees, and other trees and planters, shall be cut, pruned, watered, fertilized and weeded as necessary to maintain a healthy growing condition or to prevent primary limb failure. Overgrowth (trees, shrubbery and etc.) shall be maintained as necessary, and not impede any walkways, sidewalks, trails and/or other people's property.

After giving reasonable notice, as defined by the Board of Directors, to the owner of the Lot, the Community Organization has the authority to remedy, at the Lot owner's expense, the violation of these said articles. Timely payment will be mandatory by the Lot owner or a Lien will be placed on the said property.

C. USE RESTRICTIONS. The following use restrictions govern the property and must be adhered to:

1. Except as provided in 4.C.1(a) below, no trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind, including day schools, nurseries, or church schools shall be conducted or carried on upon any residential lot or building site, or within any building located on a residential lot or building site, nor shall any goods, equipment, vehicles (including buses, trucks and trailer of any description) or materials or supplies used in connection with any trade, service, business or personal endeavor, wherever the same may be conducted, be kept, parked, stored, dismantled, or repaired outside on any residential lot or building site or on any street within the existing property except that the ACC may in specific cases, make exceptions to the storage of such items if screened and/or covered in a manner acceptable to the ACC, nor shall anything be done on any Residential Lot or Building site which may be or may become an annoyance or nuisance to the neighborhood. No premises shall be used for any other purposes whatsoever except for the purpose of a private dwelling or residence.

(a) The above restrictions shall not restrict the following:

(I) The use of a private office so long as related activities do not create an annoyance or nuisance to the neighborhood or the adjoining Owners. The ACC shall be the sole judge as to whether the activity creates an annoyance or nuisance.

(ii) The right of any builder of new homes in the area to use any of such homes built as a sales center for the promotion and marketing of said new homes during the Development Period. Any such sales center may be used for the Development Period of successive phases of development of neighboring property subject to the approval of the ACC.

2. No trash, garbage, ashes, or other refuse, junk, vehicles, underbrush, or other unsightly growths or objects, shall be thrown, dumped or allowed to accumulate on any Lot or Building Site of public street. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment shall be kept in a clean and sanitary condition. All containers must be buried or screened so as not to be visible from any street or adjacent properties or residences.

3. No trailer, camper, basement, tent, shack, garage, barn, or other outbuilding or temporary structure erected or situated within the property shall at any time, be used as a residence, temporarily or permanently, nor shall any permanent building or structure be used as a residence until it is completed as to external appearance, including finished painting. The permission hereby granted to erect a permanent garage or other building prior to construction of the main dwelling house shall not be construed to permit the construction, erection, or maintenance of any building of any nature what soever any time, without the approval required by the ACC.

4. The streets in front of the lots shall not be used for the overnight parking of any vehicles other than private family automobiles and shall not be used for the storing of any boats, trailer, camper vehicles, trucks or other vehicles of any nature. The ACC shall have the right to establish policy, in its sole discretion, with respect to the storing of any boat, trailer, camper vehicles, trucks, or other vehicles of any nature on any residential lot or building site. The ACC may change said policy from time to time as the conditions warrant and may prohibit such storage unless the same is stored or placed in a garage or other screened area as approved by the ACC.

5. No live poultry or animals shall be permitted on said property other than songbirds, and not more than two (2) dogs and two (2) cats as household pets.

6. All mailboxes must be of a standard accepted by the U.S. Postal authorities, and must be located in those areas so designated by the ACC. Structures containing such mailboxes must be approved by the ACC.
7. No sign of any kind shall be displayed unless written approval is received from the ACC, with the exception of temporary real estate "for sale" and "for rent" signs the maximum size of which shall be two feet by three feet. The Declarant and/or builders of new homes in the area may install larger signs during the Development Period for the promotion and marketing of said new homes. Said signs shall be in good taste and shall be subject to the approval of the ACC with respect to design, location, and term of installation.
8. No exterior clothes lines are allowed that can be seen from any street or adjacent properties or residences.
9. No building or construction materials to be used for future improvements may be stored out of doors where they may be visible from any street or adjacent properties or residences. The builders of new homes may store materials in connection with the construction of new homes at locations approved by the ACC and subject to any reasonable conditions the ACC may establish for the protection, enjoyment and general welfare of the community.
10. No wood piles, for fireplace or other use, may be stored out of doors where they create, in the opinion of the ACC, an objectionable view from any street or for adjacent property owners.
11. No children's play areas, including but not limited to sandboxes, swing sets, jungle gym sets, etc., may be installed or maintained in a manner such that they are an objectionable feature in the neighborhood or to adjoining Owners. The ACC will determine whether or not the facility is objectionable.

## **5. HOMEOWNERS ASSOCIATION**

A. MEMBERSHIP AND VOTING. Every Lot Owner shall be a Member of the Autumn Wind Homeowners' Association, a Washington non-profit corporation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. All Members shall have rights and duties specified in this Declaration, the articles and bylaws of the Association. At any meeting of the Association, each Lot Owner (including the Declarant if the Declarant shall own any lot), shall be entitled to cast one vote per each lot which is owned. Fractional voting shall not be permitted. If any Lot is owned by more than one person or other entity, then the owners thereof shall appoint one person to cast the vote pertaining to the Lot, and shall file a written statement with the Board signed by all Owners' of the particular lot stating that such person has been appointed to cast the vote for that Lot. If the Owners, cannot agree on the appointment of one person to cast the vote for the Lot, no vote will be allowed for said Lot and the Owners will not be included in any quorum. The person appointed to cast such vote need not be a Lot owner. Any such designation once made shall be voided when the Board shall receive notice of the death or judicially declared incompetency of any Lot Owner, upon the conveyance by any Lot Owner of his interest in his Lot, or upon written notice from all owners of the subject Lot. In any situation where there is more than one Owner of a Lot, the Owners of that Lot attending any meetings of the

Association may, if they act unanimously, cast a vote for that Lot. If a Lot's boundaries are modified by a Lot Line Adjustment approved by the appropriate government agencies, each new lot thus created shall be entitled to cast only one vote, and the Lot Line Adjustment shall not result in creation of fractional lots or fractional votes.

If a building site consists of more than one Lot, the Owner shall be entitled to one vote for each whole Lot owned. If the Building Site results in the use of fractional lots, the Owner that owns the largest square footage portion of said lot which has been divided shall cast the vote for said lot unless an Owner of a lesser portion of said Lot was specifically granted the right to vote by deed or other recorded conveyance.

Voting at any meeting of the Association may be in person or by proxy, provided that such proxy is in writing and signed by the Lot Owner and filed with the Board in advance of the meeting at which such vote is taken. The voting rights of any member may be suspended as provided in the Declaration, or the articles or bylaws of the Association.

B. ARTICLES AND BYLAWS. The Association shall be governed by its articles and bylaws, which instruments may be amended in accordance with their respective terms and conditions.

C. BOARD OF DIRECTORS. The members of the Initial Board of Directors shall be appointed by the Declarant. At the next annual meeting of the Association following the adoption of this amended Declaration, a Board of Directors shall be elected pursuant to the terms and conditions set forth in the Bylaws of the Association. Except as specifically provided herein to the contrary, during such time as the Declarant's appointees compose the Initial Board, such appointees shall have the right to exercise all powers and perform all functions of the Board as authorized and provided in this declaration, the articles of incorporation and bylaws of the Association. The Board shall serve without compensation.

This Declaration and/or the articles of incorporation and/or the bylaws of the Association shall not be amended, modified or superseded without the express written consent of the Declarant until the end of the Development Period.

## **6. ASSESSMENTS**

A. LIEN FOR ASSESSMENTS. The Declarant, for each Lot owned within the property, hereby covenants, and each Owner of any Lot by acceptance of a deed or real estate contract therefor, whether or not it shall be so expressed in such deed or real estate contract, is deemed to covenant and agree to pay to the Association:

1. Annual assessments or charges, and
2. Special assessments for Improvements.

The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made.

Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment became due. The personal obligation for delinquent assessment shall not pass to successors in title unless expressly assumed by such successors.

B. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and for the improvement and maintenance of the Common Areas and Improvements.

C. ANNUAL ASSESSMENTS. The Board may fix an annual assessment for the operation and maintenance of the Association and for the purpose of providing revenues to fulfil the assessment purpose stated herein.

D. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction of a capital improvement upon the Common Areas and Improvements, including fixtures and personal property related thereto, provided that with respect to any new capital improvements such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for the purpose of considering a special assessment. Assessments with respect to the repair or maintenance of existing capital improvements shall be decided by the Board of Directors of the Association and shall not be subject to the two-thirds (2/3) ratification procedure discussed above. A special assessment applicable to one year only may provide for a payment schedule extending beyond that one year to allow the Association to finance any such capital expenditure.

E. SPECIAL ASSOCIATION MEETINGS. Written notice of any special meeting of the Association shall be sent to all Members not less than fourteen (14) days not more than sixty (60) days in advance of such meeting. The requirements for meeting notices and quorums for all special meetings of the Association shall be established by the Bylaws.

F. UNIFORM RATE ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

G. COMMENCEMENT OF ANNUAL ASSESSMENTS. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Areas and Improvements to the Association. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate, signed by an officer of the Association, setting forth whether the assessments on a specified Lot had been paid. A properly executed certificate of the Association as to the status of the assessments on a Lot is binding upon the Association as of the date of its issuance.

H. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES. Any assessment not paid within thirty (30) days after the due date shall, bear interest from the due date at a rate set by the Association. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the escape liability for the assessment provided for herein by nonuse of the Common Areas and Improvements or by abandonment of his or her Lot or Lots.

I. SUBORDINATION OF LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall release such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

J. ELECTRICITY AND STREET LIGHTING SERVICE. The Developer has paid for the costs of installing a street lighting system within the plat which benefits directly or indirectly all lots in the plat and has requested Sammamish Plateau Water & Sewer District of King County, Washington, ("District") to provide electricity therefore from Puget Power. Upon formation of a street lighting system within the plat for such purpose, the District will provide electricity to the system and will charge each lot owner a monthly charge therefore, and each lot owner within the District shall pay the same when due. Unpaid charges for said electricity shall be a lien upon the lot or lots benefiting directly or indirectly from such service and may be collected in accordance with RCW 57.08.060(4), and or as may be provided for the collection of fees and charges set forth herein, at the District's election.

## **7. ENFORCEMENT**

Provisions of this Declaration are declared to create mutual, equitable covenants and servitudes for the benefit of the Declarant, each Owner of a Lot or Building site subject to said covenants, and their successors in interest. Enforcement of these covenants, conditions and restrictions may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction, and said action may be brought either to restrain violation and/or to recover damages. Failure of the Declarant, the ACC or any Owner to enforce any covenant, restriction or exercise any rights herein contained shall in no event be deemed a waiver of the right to do so thereafter. All Costs incurred in enforcement shall be at the expense of the violator or violators, including a reasonable attorneys' fee.

## **8. DEVELOPMENT PERIOD**

The Development Period shall mean that period of time from the date of recording this Declaration until two years after the date when 90% of the lots entitled to membership in the Association have had improvements constructed on them and have been sold. A sold home shall be evidenced by the recording of a deed or real estate contract with the King County Recorder. Lots entitled to membership shall consist of lots, included in the Declaration.



Notwithstanding the foregoing, the Declarant, at its option, may elect to terminate the Development Period at any time after ten (10) lots have had improvements constructed on them and have been sold. Upon termination of the Development Period, either as a result of the sale of the required number of improved lots or the election of the Declarant, the Declarant shall record with the King County Recorder a Declaration of Termination of Development Period referencing the Declaration and stating that the Development Period is terminated, and the Development Period shall terminate with the recording of said document.

Not less than ten (10) nor more than thirty (30) days prior to the Recording of the Declaration of Termination of Development Period, the Declarant shall give written notice of the termination of the Development Period to the Owner of each Lot. If there shall be more than one Owner of any Lot, notice to any one of said Owners shall be sufficient. The notices shall be transmitted; by regular mail, postage prepaid, addressed to the Owner at the last mailing address provided to the Declarant. If no mailing address has been provided to the Declarant, then said notice shall be addressed to the mailing address of the Lot. Notice shall be deemed given when deposited in the United States Mail, postage prepaid, addressed as herein indicated.

Said Declaration of Termination of Development Period shall specify the date when the Development Period shall terminate.

#### **9. SEVERABILITY**

The invalidation of any one of the covenants contained in this Declaration by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

#### **10. PLAT DEDICATION**

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned owners of interest in the land hereby subdivided, hereby declare this plat to be the graphic representation of the subdivision made hereby, and do hereby dedicate to the use of the public forever all streets and avenues not shown as private hereon and dedicate the use thereof for all public purposes not inconsistent with the use thereof for public highway purposes. And also the right to make all necessary slopes for cuts and fills upon the lots shown thereon in the original reasonable grading of said streets and avenues, and further dedicate to the use of the public all the easements and tracts shown on this plat for all public purposes as indicated thereon, including but not limited to parks, open space, utilities and drainage unless such easements or tracts are specifically identified on this plat as being dedicated or conveyed to a person or entity other than the public, in which case we do hereby dedicate such streets, easements, or tracts to the person or entity identified and for the purpose stated.

Further, the undersigned owners of the land hereby subdivided, waive for themselves, their heirs and assigns and any person or entity deriving title from the undersigned, any and all claims for damages against King County, its successors and assigns which may be occasioned by the establishment, construction, or maintenance of roads and/or drainage systems within this subdivision other than claims resulting from inadequate maintenance by King

County. Further, the undersigned owners of the land hereby subdivided, agree for themselves, their heirs and assigns to indemnify and hold King County, its successors and assigns, harmless from any damage, including any costs of defense, claimed by persons within or without this subdivision to have been caused by alterations of the ground surface, vegetation, drainage, or surface or subsurface water flows within this subdivision or by establishment, construction or maintenance of the roads within this subdivision. Provided, this waiver and indemnification shall not be construed as releasing King County, its successors or assigns, from liability for damages, including the cost of defense, resulting in whole or in part from the negligence of King County, its successors or assigns.

This subdivision, dedication, waiver of claims and agreement to hold harmless is made with the free consent and in accordance with the desires of said owners. In witness whereof we set our hands and seals.