

CCRs

The following is a Declaration of **Covenants, Conditions, Restrictions and Reservations** for Maple Ridge Estates. Initially is an index of links which you can click to get to a specific area or item; following that is the entire text, and at the bottom of the page is a file you can download if you wish.

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This declaration is made on the date hereafter set forth by Western Savings & Loan Association, an Arizona Corporation, d.b.a. WSLA Development Corporation.

WITNESSETH:

WHEREAS, Declarant is the owner of that property in King County, Washington which is more particularly described in Exhibit "A" hereto attached and which has been platted as Maple Ridge Estates as per plat recorded in Volume 134 of Plats, pages 9 – 16, inclusive, Records of King County, Washington, and WHEREAS, Certain real property which is adjacent to Maple Ridge Estates, may, upon future development, be subjected to the terms and provisions of this Declaration of Covenants, Conditions, Restrictions, and Reservations, at the option of the Declarant as hereinafter provided, NOW, THEREFORE, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof.

Article 1

DEFINITIONS

Section 1. "Association" shall mean and refer to the Maple Ridge Estates Homeowners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot that is a part of the properties, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property herein before described and such additions thereto as now are or may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned or to be owned by the Association for the common use and enjoyment of the members of the Association.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common area.

Section 6. "Declarant" shall mean and refer to WSLA Development Corporation.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 8. "Development Period" shall mean that period of time from date of recording this Declaration until the date on which 70% of the lots in the plat of Maple Ridge Estates above described have been sold by Declarant, or until such earlier date as may be agreed upon by the Association and Declarant.

Article II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right or easement of enjoyment in and to the common area, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- a. The right of the Association to charge reasonable fees for the use and/or maintenance of the common area.
- b. The right of the Association to suspend the voting rights and right to use of the common area by an owner for any period during which any assessment against his lot remains unpaid.
- c. The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his rights of enjoyment to the common area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Article III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot that is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot that is subject to assessment. Each owner shall be a member of the Association, which membership shall automatically commence with the commencements of ownership of any part of the properties described above and shall automatically terminate upon the termination of such ownership.

Article IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. The Declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for improvements, such assessments to be established and collected as hereinafter provided. 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 such 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 fell due, regardless of whether such person continues to be an owner.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the

improvement and maintenance of the common area and, pursuant to the provision of Article VIII hereof, of the homes situated upon the properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be \$120.00 per lot, payable on or before January 31, of each year.

a. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

b. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment above may be increased above 3% by a vote of two-thirds of the members who are voting in person or by proxy, at a meeting duly called for that purpose.

c. The board of Directors shall, at each annual meeting, fix the annual assessment per provisions a and b herein.

Section 4. 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, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of the members who are voting in person or by proxy at a meeting duly called for that purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not fewer than 30 days, nor more than 50 days, in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 60% of all votes shall constitute a quorum. If the required quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at any subsequent meeting shall be one-half the required quorum at the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may, by vote of the Board of Directors, be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the first day of the month following the conveyance of the common area by Declarant to the Association; provided, however, that no lot shall be subject to such assessment until after it has been conveyed by Declarant by deed, real estate contract, or Deed of Trust. After such conveyance of improved or unimproved lots, assessments shall be due and payable in accordance with the provisions of Section 3 above.

Section 8. Effect of Nonpayment of Assessment; Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of twelve (12) percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property in the same manner as mortgage liens against real property are foreclosed in the State of Washington. No owner may waive or otherwise escape liability for the assessment

provided for herein by non-use of the common area or abandonment of his lot.

Section 9. Subordination of the 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 shall not affect the assessment of the lien or a mortgage or Deed of Trust with respect thereto, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments that became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof nor shall any such sale or transfer remove from the owner (the mortgagor or grantor under the mortgage or Deed of Trust being foreclosed) the personal liability of said owner pursuant to Section 1 above.

Article V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be undertaken or commenced until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Architectural Committee (the "Architectural Control Committee") composed of three or more representatives appointed by the Board of Directors as to external design, location in relation to surrounding structures and topography, quality of construction and other aesthetic and

construction considerations deemed significant and reasonable by the Architectural Control Committee. In the event said Board or its designated Architectural Control Committee fails to approve or disapprove such application within 30 days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. No action taken by the Architectural Control Committee as to any specific application shall be binding on the Committee as to any other application, and no waiver by the Committee of any restriction imposed as to any specific application hereby shall constitute a waiver as to subsequent or other applications. During the development period, the Architectural Control Committee shall be: WSLA Development Corporation, to wit: Law Mason, Sheldon A. Blue and Taiji Miyamoto; address: 16300 Christensen Rd., Suite 119, Tukwila, Washington 98188; Phone: (206) 242-2600.

Article VI

GENERAL PROVISIONS

Section 1. Restrictions. The following restrictions applicable to residential lots shall be modified by and to the extent of:

a. All lots in the tract shall be known and described as “lots” or “residential lots”, except said common area. No structure or buildings of any kind shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling for single-family occupancy only, not to exceed two stories in height, and a private garage having spaces for not more than three cars, one of which such spaces may be for a boat or trailer.

b. All buildings or other structures placed on any lot, and any use of a lot shall at all times conform with applicable zoning, building and use restrictions, laws, ordinances and regulations.

c. No residential structure shall be erected or placed on a building lot if such lot has an area of less than 6,400 square feet or an average width of less than 60 feet.

d. No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any residential lot or within any building located in this subdivision on a residential lot, nor shall any goods, equipment, vehicles (including buses and trailers of any description), materials or supplies used in connection with any trade, service or business, wherever the same may be conducted, be kept, stored, dismantled or repaired outside any building on any residential lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

e. No trailer, basement, tent, shack, garage, barn or other outbuildings erected or placed on any residential lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

f. The finished ground floor area of the main residential structure, exclusive of one-story open porches, carports and garages, shall be not less than 1,200 square feet for a one-story dwelling, a two-story dwelling shall have a main floor area of no less than 800 square feet and any multi-level dwelling shall have a floor area of no less than 1,050 square feet above the basement or garage level.

g. The exterior of any building, structure, or other improvement, including front yard landscaping, shall be completed within nine (9)

months from the commencement of construction so as to present a finished appearance, and all construction materials and debris shall be removed.

h. Materials used in the construction of all buildings and other structures shall be of the quality to conform with the neighborhood standards and shall be approved by the Architectural Control Committee. All roofs shall be cedar shake unless otherwise specifically approved by the Architectural Control Committee. All buildings plans and specifications, included but not limited to, elevations, site plans, external building materials, landscaping, driveways, color schemes, etc. shall be submitted for approval to the Architectural Control Committee. The Architectural Control Committee shall have sole and final authority for the approval of all such materials, plans, and specifications.

i. 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 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 feet above ground. Fences in side yards that abut a side street are permitted from the front yard setback to the rear of the lot not to exceed 42 inches in height. This height shall be maintained in the front yard setback of the lot in the rear. (Written exceptions as to fence height and location in this section may be made to the Architectural Control Committee.) Fences shall be well constructed of suitable fencing materials, other than chain link fencing which shall not be permitted, 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. No radio or television antennae shall be permitted to extend more than ten feet above the roof line of any residence without the written approval of the Architectural Control Committee.

j. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other common household pets may be kept in compliance with existing laws and regulations and provided they are not kept, bred or maintained for any commercial purposes. The foregoing is intended also to exclude the keeping of any pets, such as cats, dogs or birds, in numbers or under conditions reasonably objectionable in the closely built-up residential community; provided, however, that no pet permitted thereunder shall be allowed beyond the owner's own lot unless the same be securely fastened to a leash or other restraining device.

k. No signs shall be erected or maintained on any lot, except that not more than one bona fide "FOR SALE" or "FOR RENT" sign, not exceeding 18 inches in width and 24 inches in length, may be displayed on any lot.

l. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, minerals excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

m. No trailer, camper, boat, or any other recreational vehicle may be parked in the driveway, front yard, or street for a period of time exceeding 72 hours. Storage of these types of vehicles is permitted on any lot provided they are not visible from the street.

n. No mechanical work shall be performed on any vehicle in or about any area open to public view; provided, however, this restriction shall not be constituted to apply to the need for emergency repairs that can be performed in a reasonable period of time.

o. Drainage swales as existing on lots 16 through 20 inclusive and 58 through 66 inclusive shall be maintained at its present (July 23, 1986) elevation and slope per engineer's (Hugh G. Goldsmith & Associates) as-built, field data. Any alteration of the horizontal location and/or elevation of the existing swales (as of July 23, 1986) will be absolutely prohibited. Any planting, fence structure, etc., except seeded lawns, will be prohibited in the existing drainage way (top of slope to thread of swale). Any placing of sod will be prohibited unless the exact thickness of the sod is excavated from the existing ground to maintain the exact finish top of sod grade to meet the exact existing elevation of the flow line of the drainage swale. Any obstruction within the drainage swale to cause ponding of any backwater will be cleared and the said swale will be properly maintained by the property owner at all times. Should the drainage swale not be properly maintained on a constant basis by the lot owner, the Homeowner's Association will have the authority to have necessary personnel enter the property to correct any drainage problem along the drainage swale. All costs associated with the said correction work and any damages caused by failure to properly maintain the drainage swale will be the responsibility of the property owner for which the said owner will reimburse the Homeowner's Association or property owners who sustain damages.

Section 2. Mutuality. These restrictions, easement and agreements are imposed pursuant to a general plan with reference to the properties and all lots therein and shall constitute mutual and reciprocal equitable servitudes on each of the lots and a privity of contract between the various owners thereof, their respective heirs,

successors, assigns, executors, administrators and marital communities, if any, and are for the benefit of the properties and each lot or building plat or site thereof and of the present and future owners thereof.

Section 3. Churches. These restrictions may be amended at any time by a majority vote of the then owners of lots to permit the construction of a church on lots herein designed for residential use, said church structure to meet all legal requirements and conditions as herein specified, provided that said amendment shall be in the form of a statement properly executed and acknowledged by each of the approving owners and recorded in the office of the Director of Records and Elections of King County, Washington.

Section 4. Notices. Any demand to be made upon, or any note to be given to, the owner or owners of any lot or lots in the tract to which these restrictions relate shall be in writing. Said demand or notice may be given to such owner or owners either by personal delivery of such demand or notice or by sending the same by prepaid United States certified or registered mail, addressed to the record owner or owners of the lot or lots with respect to which the demand or notice relates, the same to be addressed to such owner or owners at the street address of the dwelling house or other structure situated upon the relevant lot or lots. Notice by certified or registered mail, addressed as aforesaid, shall be deemed to have been fully communicated upon the expiration of 48 hours after the time of mailing; and the name and address of the person or persons to whom such demand or notice was mailed shall be conclusive, but not the exclusive means of, proof of such fact.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 6. Enforcement. The Association or any owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 7. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of 20 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years. This Declaration may be amended during the first 20-year period by an instrument signed by not less than 90% of the lot owners and, thereafter, by an instrument signed by not less

than 75% of the lot owners. Any amendment must be recorded.

Section 8. Annexation.

a. The annexation of additional properties other than properties within the general plan of development provided for in Sections B and C hereof, shall require the assent of not less than two-thirds of the members of the Association, at a meeting duly called for this purpose, written notice of which meeting shall be sent to all members not less than 30 days or more than 50 days in advance of the meeting, setting forth the purpose of the meeting. At said meeting, the presence of members or of proxies entitled to cast 60% of all votes shall constitute a quorum. If the required quorum is not present in person or by proxy at any meeting, subsequent meetings may be called subject to the notice requirement set forth above and the required quorum at such subsequent meetings shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more

than 50 days following the preceding meeting. In the event two-thirds of the members are not present in person or by proxy, members not present may give their written consent to the action taken thereat.

b. The Declarant, its successors and assigns shall have the right to annex additional properties without the assent of the members of the Association provided, however, that the development of such additional lands shall be compatible with the development of Maple Ridge Estates.

Article VII

PLAT RESTRICTIONS

No lot or portion of a lot in this plat shall be divided and sold or resold or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than the area required by applicable zoning.

Article VIII

EXTERIOR MAINTENANCE

The Declarant, during the development period, and thereafter the Association, shall maintain all common properties. Each individual owner or contract purchaser shall be obligated to provide exterior maintenance of his own lot and the buildings located thereon. The individual owner or contractor purchaser of lots adjacent to the natural vegetation preservation easement shall provide exterior maintenance

of the portion of the easement adjacent to the lot. In the event an owner of any lot in the properties shall fail to

maintain the premises and the improvements situated thereon in a manner reasonably satisfactory to the Board of Directors, the Association after approval by two-thirds vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said lot and to repair, maintain, and restore the lot (including the cutting of grass and pruning of trees) and the exterior of the building or buildings and any other improvements erected thereon. The cost of such repair and restoration maintenance (including the cutting of grass and pruning of trees) shall be added to and become part of the assessment to which such lot is subject.

Article IX

EASEMENT PROVISIONS

A non-exclusive easement is hereby reserved and granted under and upon the exterior 7.5 feet of the front and 5.0 feet of rear boundary lines and under and upon the exterior 2.5 feet of side boundary lines of all lots, in which to install, lay, construct, renew, operate and maintain underground conduit, cables and wires with necessary facilities and other equipment for the purpose of serving the subdivision and other property with electric, telephone, television, and natural gas services, together with the right to enter upon the lots at all times for the purposes above stated. Also hereby granted is the right to use the streets for the same purpose. Provided, however, that any such installation and maintenance of utilities be accomplished as quickly as reasonably possible, and that, upon completion, the surface of the easement property be restored to its original condition.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this 16th day of October 1986.

WESTERN SAVINGS & LOAN ASSOCIATION,

AN ARIZONA CORPORATION, d.b.a.

WSLA DEVELOPMENT CORPORATION

Sheldon A. Blue

STATE OF WASHINGTON (ss. COUNTY OF Pierce)

On this day personally appeared before me Sheldon A. Blue, to me known to be the Assistant Vice-President of the Corporation that executed the foregoing instrument, and acknowledged the same to be the free & voluntary act and deed of said corporation for the uses & purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument, and the seal (if any) affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed this 16th day of October, 1986.

Notary Public in and for the State of

Washington, residing at Buckley

BY-LAWS

OF

MAPLE RIDGE ESTATES HOMEOWNERS' ASSOCIATION

Article 1

NAME AND LOCATION

The name of the corporation is MAPLE RIDGE ESTATES HOMEOWNERS' ASSOCIATION, hereinafter referred to as the "Association." The principal office of the Association shall be located at: 16300 Christensen Rd. #119, Tukwila, WA 98188, but meetings of Members and Trustees may be held at such places within the State of Washington, County of King as may be designated by the Board of Trustees.

Article II

DEFINITIONS

Section 1. "Association" shall mean Maple Ridge Estates Homeowners' Association, its successors and assigns.

Section 2. "Developer" shall mean Western Savings and Loan Association, an Arizona Corporation, d.b.a. WSLA Development Corporation, and any successors or assigns engaged in land development and/or wholesale sale activities which are the same as, or similar to, those of WSLA Development Corporation.

Section 3. "Trustee" shall mean the Board of Trustees as designated in the Articles of Incorporation or any successor Trustee holding title to the common properties.

Section 4. "Properties" shall mean that certain real property described in Article IV of the Articles of Incorporation, and such additions thereto as may hereafter be brought within

the jurisdiction of the Association.

Section 5. "Common Properties" shall mean all real property owned by the Trustee or the Association and shall not include any streets or other areas dedicated to public use.

Section 6. "Lot" shall mean any plot of land shown upon any recorded subdivision map of the properties with the exception of the common properties.

Section 7. "Member" shall mean every person or entity who holds a membership in the Association.

Section 8. "Owner" shall mean the record owner, whether one or more persons or entities and specifically including the Developer, of the fee simple title to any lot or lots which are a part of the properties, and shall not include a contract seller or a mortgagee.

Section 9. The term "real estate contract" shall not include an earnest money receipt and agreement and the terms "contract seller" and "contract purchaser" shall not include the parties to any such earnest money receipt and agreement.

Section 10. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the properties recorded or to be recorded in the Office of the King County Auditor.

Section 11. The term "The Development Period" shall mean that period of time from the date of recording of the Declaration until the

date on which seventy per cent (70%) of the properties now or hereafter platted on the property described in Exhibit "A" attached to said Declaration have been sold by the Developer.

Article III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every person or entity who is the contract purchaser or record owner of a fee interest in any lot or lots which are subject by covenants of record to assessment by the Developer named in the Declaration or by the Association, shall be a member of the Association; provided, however, that if any lot is held jointly by two (2) or more persons, the several owners of such interest shall designate one of their members as the "member". The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from Ownership of or the contract purchaser's interest in any lot which is subject to assessment by the Developer or the Association except that the incorporators shall be eligible for membership without regard to ownership of an interest in the properties. Incorporators who are not owners or contract purchasers of any lot subject to assessments shall cease to be members of the Association at the expiration of two (2) years from the date of incorporation of the Association. Upon transfer of the fee interest to, or upon the execution and delivery of a contract for the sale of (or of an assignment of a contract purchaser's interest in) any lot, the membership and certificate of membership in the Association shall ipso facto be deemed to be transferred to the grantee, contract purchaser or new contract purchaser as the case may be. Ownership

or a contract purchaser's interest in any such lot shall be the sole qualification for membership.

Section 2. Suspension of Membership. During any period in which a member shall be in default in the payment of any monthly or special assessment, the voting rights and right to use of the recreational facilities by such member may be suspended by the Board of Trustees until such assessment has been paid. During the development period the Board of Trustees shall be required to exercise such right upon the request of the developer. Such rights of a member may also be suspended. after notice and hearing, for a period not to exceed thirty (30) days, for violation of any rules and regulations established by the Board of Trustees governing the use of the common properties and facilities.

Section 3. Voting Rights. No person shall have more than one (1) membership regardless of the number of lots owned or being purchased and the interest of each member shall be equal to that of any other member and no member may acquire any interest which shall entitle him to any greater voice, vote or authority in the Association than any other member. In the case of lots owned jointly by two (2) or more persons, only the joint owner designated as the "member" pursuant to Section 1 of this Article III shall be entitled to vote. In the event that the Non-Profit Corporation Law of the State of Washington as set forth in RCW 24.03 Revised Code of Washington is changed to permit one member of a nonprofit corporation to exercise greater voting rights than another member, voting shall thereafter be according to the number of lots owned, that is, members shall be entitled to one vote for each lot in which they hold the interest required for membership. When more than one person holds such interest in any lot, the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote

be cast with respect to any lot.

Article IV

PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Each member shall be entitled to the use and enjoyment of the common properties and facilities as provided in the Declaration. Any member may delegate his rights of enjoyment of the common properties and facilities to the members of his family or his tenants who reside on the property, and subject to regulations by the Board of Trustees, to his temporary guests. Such members shall notify the secretary in writing of the name of any such delegate. The rights and privileges of such delegate are subject to suspension to the same extent as those of the member.

Article V

BOARD OF TRUSTEES: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of not less than five (5) or more than nine (9) Trustees, who need not be members of the Association.

Section 2. Election. At the first annual meeting, which shall be held not later than six months from the date of incorporation if this Association, the members shall elect three Trustees for a term of one year, three Trustees for a term of two years, and three Trustees for a term of

three years; and at each annual meeting thereafter the members shall elect three Trustees for a term of three years.

Section 3. Removal. Any Trustee may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Trustee, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Trustee shall receive compensation for any service he may render to the Association. However, any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

Article VI

MEETING OF TRUSTEES

Section 1. Regular Meetings. Regular meetings of the Board of Trustees shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Trustees shall be held when called by the President of the Association or by any two Trustees, after not less than three (3) days notice of each Trustee.

Section 3. Quorum. A majority of the number of Trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Trustees present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Article VII

NOMINATION AND ELECTION OF TRUSTEES

Section 1. Nomination. Nomination for election to the Board of Trustees shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall be appointed by the Board of Trustees prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at

each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election of the Board of Trustees shall be by secret written ballot. At such election, the members of their proxies

may each cast one vote. The names receiving the largest number of votes shall be elected.

Article VIII

POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 1. Powers. The Board of Trustees shall have power:

(a) To adopt and publish rules and regulations governing the use of the common properties and facilities, and the personal conduct of the members and their guest thereon, and to establish penalties for the infraction thereof;

(b) To exercise for the Association all powers, duties and authority vested in or delegated to this Association not reserved to the membership by other provisions of these By-Laws, the articles of Incorporation, or the Declaration;

(c) To declare the office of a member of the Board of Trustees to be vacant in the event such member shall be absent from three consecutive regular meetings of the Board of Trustees; and

(d) To employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Trustees:

(a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting, when such

statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;

(b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

(c) As more fully provided herein and in the Declaration.

(1) To establish, levy and assess, and collect the assessments or charges referred to in Article IV, of the Declaration as applicable to the Association; and

(2) To send written notice to each assessment to every owner or contract purchaser subject thereto at least thirty (30) days in advance of each annual assessment period.

(d) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid;

(e) To procure and maintain adequate liability insurance, and to procure adequate hazard insurance on property owned by the Association;

(f) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) To cause any common properties owned by the Association to be maintained.

Article IX

COMMITTEES

Section 1. The Association shall appoint a Nominating Committee as provided in these By-Laws, and upon termination of the development period, shall appoint an Architectural Control Committee to perform the duties and functions described in Article V, of the Declaration. In addition, the Board of Trustees shall appoint other committees as deemed appropriate in carrying out its purpose, such as:

(1) A Maintenance Committee which shall advise the Board of Trustees on all matters pertaining to the maintenance, repair or improvement of the common properties, and shall perform such other functions as the Board in its discretion, determines;

(2) A Publicity Committee which shall inform the members of all activities and functions of the Association and shall, after consulting with the Board of Trustees, make such public releases and announcements as are in the best interests of the Association.

(3) An Audit Committee which shall supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting as provided in Article XI, Section 8 (d). The treasurer shall be an ex officio member of the Committee.

Section 2. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Trustee or Officer of the Association as is further concerned with

the matter presented.

Article X

MEETING OF MEMBERS

Section 1. Annual Meeting. The first annual meeting of the members shall be held within six months of the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Trustees, or upon written request of the members who are entitled to vote one fourth (1/4) of all of the votes of the entire membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast or of proxies entitled to cast, one-tenth (1/10) of the notes of

the entire membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcements at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

Article XI

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Trustees, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of Officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the members.

Section 3. Term. The offices of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation & Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one or any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) **President:** The president shall preside at all meetings of the Board of Trustees, shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, and deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) **Vice-President:** The vice-president shall act in the place and stead of the president in the event of his absence, inability, or refusal

to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) **Secretary:** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) **Treasurer.** The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

Article XII

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. By the Declaration, each member is deemed to covenant and agree to pay to the Developer during the development period, and thereafter to the Association: (1) yearly assessments or charges, and (2) special assessments for capital improvements. The monthly and special assessments, together with such interest thereon

and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and costs of collection thereof (including reasonable attorney's fees) shall also be the personal obligation of the person who was the owner or contract purchaser of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them: Provided, however, that in the case of a sale or a contract for the sale of (or an assignment of a contract purchaser's interest in) any lot which is charged with the payment of an assessment or assessments payable in installments, the person or entity who is the owner or contract purchaser immediately prior to the date of any such sale, contract or assignment shall be personally liable only for the amount of the installments due prior to said date. The new owner or contract purchaser shall be personally liable for installments which become due on and after said date.

Section 2. Purpose of Assessment. The assessments shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the properties, including without limitation, the construction, establishment, improvement, repair and maintenance of the common properties and services and facilities related to the use and enjoyment of the common properties, the payment of taxes and insurance on the common properties, and the installation and maintenance of the entry planting areas on streets located within the subdivision, and the payment of Trustee's fees to the Trustee appointed hereunder.

Section 3. Amount of the Yearly Assessments. The amount of the yearly assessment shall be as follows:

(a) During such time as title to the common properties is held by the trustee, and subject to the provisions of Section 6 of this Article XII, each owner or contract purchaser shall pay the developer the amount of One Hundred Twenty Dollars (\$120) per year per lot (subject to increase pursuant to the provisions of Section 3 and of Section 4 of this Article XII) which shall be used for the purpose provided in Section 2 of this Article XII and for no others. The extent of the expenditures for the purposes specified shall be determined by the Developer subject to the provisions of Article IV, Section 4 of the Declaration. If the amount of any such expenditures to be made in any calendar year during the developmental period will exceed the amount of the total assessments received by the Developer, the Developer hereby covenants and agrees to pay the excess amount involved out of its own funds. If at any time the amount of the Developer's advances hereunder shall, due to unforeseen circumstances, become excessively burdensome, the Developer may apply to the trustee to approve an increase in the amount of the maximum yearly assessment for each lot. In any event the said yearly assessment amount may be increased during the developmental period by a vote of two-thirds (2/3) of the members voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. (b) Upon termination of the trust and conveyance of the common properties to the Association, each owner or contract purchaser shall pay to the Association the maximum yearly assessment of One Hundred Twenty Dollars (\$120) per year per lot (or in the event that said amount has been increased as provided in the preceding subparagraph (a) or in Section 4 of this Article XII, the amount as so increased) subject to the provisions of Section 6 of this Article XII: Provided, that said maximum yearly assessment may be increased by the Association with the consent of two-thirds (2/3) of the members voting in person or by proxy, at a

meeting duly called for such purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. After consideration of current maintenance costs and future needs of the Association, the board of Trustees may fix the yearly assessment at an amount less than the maximum yearly

assessment. The maximum yearly assessment may be increased by the Association without the assent of two-thirds (2/3) of the members as provided in Section 4 of this Article XII.

Section 4. Increase in Monthly Assessments. From, and after January 1, 1987, the amount of the yearly assessment may be increased effective January 1st of each year without a vote of the membership, by not more than three percent (3%).

Section 5. Special Assessments for Capital Improvements. In addition to the yearly assessments authorized above, the Association may levy special assessments for capital improvements upon the common properties. Any such levy by the Association shall be for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common properties, including the necessary fixtures and personal property related thereto: Provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

Section 6. Uniform Rate. Both yearly and special assessments shall be fixed at a uniform rate for all lots.

Section 7. Quorum for Any Action Authorized Under Sections 3 and 5. At the first meeting called, as provided in Section 3 and 5, hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 3 and 5, and the required

quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Date of Commencement of Yearly Assessments: Due Dates. As to each particular lot involved, the liability for the yearly assessments provided for in Section 3 (a) and (b) of this Article XII shall begin on the first day of the calendar year following the expiration of six months from the date of any deed or contract of sale for the lot, or on the first day of the calendar year following occupancy of the premises, whichever is earlier. Said assessment shall be due and payable on such date on the first day of each calendar year thereafter. The due date of any special assessment under Section 5 hereof shall be fixed by the resolution authorizing such assessment.

Section 9. Effect of Non-Payment of Assessments: Remedies. If any assessment is not paid within sixty days (60) after it was first due and payable, the assessment shall bear interest from the date on which it was due at the rate of 12 percent per annum, and the Developer or upon termination of the trust, the Association, may bring an action of Law against the one personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be included in any judgment or decree entered in such suit. No owner or contract purchaser shall be relieved of liability for the assessments provided for

herein by non-use of the common properties or abandonment of his lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage (and to the lien of any second mortgage given to secure payment of the purchase price) now or hereafter placed on any lot. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to such first mortgage, or purchase money second mortgage pursuant to a decree of foreclosure under such mortgage or in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof, which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. The following property subject to the Declaration shall be exempt from the assessments created therein: (a) All properties owned by Developer; (b) all properties dedicated to and accepted by a local public authority; (c) common properties; and (d) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Washington. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Article XIII

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any

member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

Article XIV

Section 1. These By-Laws may be amended at a regular or special meeting of the members by a vote of a majority of a quorum or members present in person or by proxy, except that during the development period, the Developer and the Federal Housing Administration shall have the right to veto amendments.

Section 2. In case of any conflict between the Articles of Incorporation and these By- Laws, the Articles shall control; and in case of any conflict between the Declaration and these By-Laws the Declaration shall control.

Article XV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.