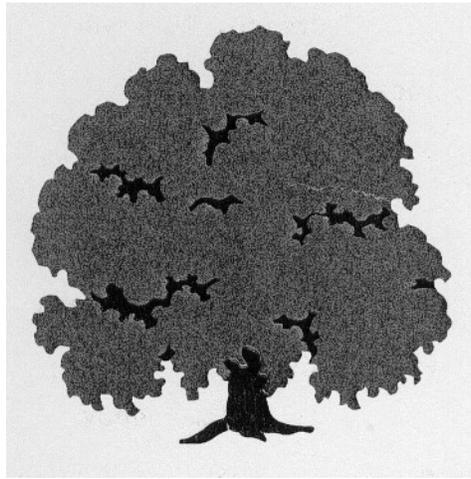


HIGH WOODLANDS HOMEOWNERS ASSOCIATION



High Woodlands Homeowners' Association
P.O. Box 772
Kirkland, WA 98083-0772

WELCOME

WELCOME TO THE HIGH WOODLANDS COMMUNITY. WE ARE PROUD OF OUR NEIGHBORHOOD AND HOPE THAT YOU WILL ENJOY LIVING HERE.

WE ARE SURE THAT YOU WILL LIKE THE ASSOCIATION'S SWIMMING POOL, TENNIS COURTS, PARK, PLAY GROUND, PICNIC AREA, GREEN BELTS, AND WOODED TRAILS. THESE FACILITIES MAKE HIGH WOODLANDS A VERY ATTRACTIVE PLACE TO LIVE AND WILL ENHANCE YOUR HOME'S VALUE OVER THE YEARS.

SPECIFIC BENEFITS OF HOME OWNERSHIP INCLUDE:

1. AN OPPORTUNITY TO BE A DECISION-MAKER IN THE ON-GOING MANAGEMENT OF THE ASSOCIATION AND THE AFFAIRS OF THE COMMUNITY. IT IS RUN BY AN ALL VOLUNTEER BOARD OF DIRECTORS MADE UP ENTIRELY OF HOMEOWNERS. THE BOARD IS ALSO INVOLVED IN COMMUNITY ISSUES AT THE COUNTY AND STATE LEVEL - SUCH AS TRAFFIC, CRIME, URBAN SPRAWL AND DEVELOPMENT.
2. A COMMUNITY SPIRIT AND SENSE OF INVOLVEMENT - EASTER EGG HUNT, JULY 4TH PICNIC, WORK PARTIES TO IMPROVE ASSOCIATION FACILITIES.
3. USE OF A WELL MANAGED PRIVATE POOL, WHICH IS STAFFED BY A MANAGER WITH LIFEGUARDS ON DUTY DURING ALL OPEN HOURS. THE POOL CAN ALSO BE RENTED FOR PRIVATE PARTIES. IT HAS AN ADULT AREA FOR MEETINGS AND PARTIES.
4. PARTICIPATION ON A YOUTH SWIM TEAM (AGES 5-18)
5. USE OF TENNIS AND BASKETBALL COURTS, PARK WITH PLAYGROUND EQUIPMENT AND PICNIC AREAS, BASEBALL DIAMOND, SOCCER FIELD, AND TRAILS THROUGH GREEN BELT AND PERIMETER AREAS.
6. CLOSE PROXIMITY TO FREEWAYS AND SHOPPING.
7. EXCELLENT SCHOOLS IN BOTH THE LAKE WASHINGTON (SOUTH OF 145TH STREET) AND NORTHSORE SCHOOL DISTRICTS (NORTH OF 145TH).
8. A LARGE LIBRARY WITHIN WALKING DISTANCE.
9. A FRIENDLY, FAMILY-ORIENTED NEIGHBORHOOD WHERE PEOPLE TEND TO STAY AND RAISE THEIR CHILDREN. "IT'S A WONDERFUL PLACE TO GROW UP IN" TO QUOTE A YOUNG RESIDENT.

THE ASSOCIATION OPERATES UNDER ARTICLES OF INCORPORATION,

BYLAWS, AND A DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&R's). WHEN EACH LOT WAS PLATTED AND RECORDED, THESE CC&RTS BECAME PART OF EACH LOT'S TITLE, THE SAME AS AN EASEMENT ACROSS THE LOT FOR A SEWER OR POWER LINE. THESE CC&R'S RUN WITH THE LOT AND EVERY OWNER OR SUCCEEDING OWNER BECOMES BOUND BY THEM. UNDER THE CC&R'S, THE LOTS HAVE USE RESTRICTIONS. EACH LANDOWNER IN HIGH WOODLANDS IS THE BENEFICIARY OF THESE "USE RESTRICTIONS." PLEASE NOTE SOME IMPORTANT POINTS OF THE CC&Rs.

1. THERE IS AN ANNUAL ASSESSMENT (CURRENTLY \$350) WHICH MUST BE PAID WHETHER OR NOT THE HOMEOWNER USES THE POOL OR ANY OTHER OF OUR FACILITIES. FAILURE TO PAY THE ASSESSMENT RESULTS IN A LIEN ON THE PROPERTY AND SUBJECTS THE OWNER TO PAYMENT OF INTEREST AND ATTORNEY FEES.
2. PROPERTY WITHIN THE ASSOCIATION IS ZONED FOR SINGLEFAMILY RESIDENCES ONLY. HOMEOWNERS MAY NOT TAKE IN BOARDERS OR RENT PART OF THE HOUSE TO OTHERS. NEITHER CAN THEY CONDUCT A BUSINESS ON THEIR PROPERTY.
3. ADDITIONS AND ALTERATIONS (THAT CHANGE THE EXTERIOR OF YOUR HOME) REQUIRE THE APPROVAL OF THE ASSOCIATION.
4. CARS MAY NOT BE PARKED ON THE STREET FOR MORE THAN 24 HOURS. (THIS IS ALSO A COUNTY ORDINANCE.) NEITHER MAY ANY MOTOR VEHICLE BE PARKED ON THE LAWN OF A RESIDENCE. IN ADDITION, BOATS AND MOTOR HOMES (RV'S) MUST NOT BE PARKED IN THE FRONT OF A HOUSE.
5. ACTIVITIES THAT ARE AN ANNOYANCE OR A NUISANCE (I.E., LOUD MUSIC, BARKING DOGS, ETC.) TO THE NEIGHBORHOOD. ALONG THESE LINES, PROPERTY MUST BE KEPT IN GENERALLY GOOD CONDITION. E.G., GRASS CUT, HEDGES TRIMMED, HOUSE AND FENCE PAINTED, ETC..

THE BYLAWS AND COVENANTS SHOULD BE REVIEWED IN ORDER THAT YOU UNDERSTAND THE REQUIREMENTS OF HOME OWNERSHIP IN HIGH WOODLANDS.

WE HOPE YOU THOROUGHLY ENJOY YOUR NEW HOME IN HIGH WOODLANDS. OUR BEST WISHES.

HIGH WOODLANDS HOMEOWNERS' INFORMATION

July 1986

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GENERAL INFORMATION

The High Woodlands Homeowners' Association, Inc., is a non—profit corporation organized by the developer of the High Woodlands area, Woodside Corporation, a subsidiary of Continental, Inc.

The primary purpose of the Association is the development and maintenance of the 4—1/2-acre park and the entrance area. All High Woodlands lot owners are members of the Association (except Lots 1, 3, 5, 9, 12, 13, 14, 16, 19, 22, 23, 24, and 38, which were purchased prior to the filing of the documents creating the restrictions and the Association - these “exempt” lots can join the Association if they desire).

The governing documents of the Associations are the Articles of Incorporation and the Bylaws, reproduced at pages 2 and 6.

The Restrictive Covenants, reproduced at page 16, provide for the establishment of the Association, set forth the membership, and create certain restrictions on structures such as fences and other uses of the land.

The affairs of the Association are conducted by nine Trustees elected by secret ballot by the members. The Board of Trustees has the obligation of fixing the annual assessment on each lot.

The maximum allowable assessment through June 30, 1976, is \$84 per lot per year.*

The major improvement made by the Association in the Park is the swimming pool. In order to allow all members to obtain maximum enjoyment from the pool, rules have been established for its use. These rules are reproduced at page 25. Additional rules may be adopted as the need occurs.

If you have any questions relating to the Association, please ask any officer of the Association or member of the Board, or direct them to the Association itself at P.O. Box 772, Kirkland, Washington 98083.

*Assessments are raised as needed. See Assessments in Bylaws and Covenants. Current assessment for 1986 as \$117 per lot.

**ARTICLES OF INCORPORATION
OF THE HIGH WOODLANDS HOMEOWNERS’
ASSOCIATION, INC.**

ARTICLE I

The name of the corporation shall be The High Woodlands Homeowners’ Association, Inc.

ARTICLE II

The principal office of the corporation is located at 701 2nd Avenue, Seattle, Washington.

ARTICLE III

THE PURPOSE AND POWERS OF THE CORPORATION

This corporation does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence lots and common properties within the following—described property situated in King County, Washington:

The northwest 1/4 of the northwest 1/4 and the west 1/2 of the southwest 1/4 of the northwest 1/4 of Section 21, Township 26 North, Range 5 East W.M., and the southwest 1/4 of the southwest 1/4 of Section 16, Township 26 North, Range 5 East W.M., King County, Washington, all of which is hereinafter included within “The Properties.

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association by annexation, as provided in Article VIII herein, and for this purpose to:

(a) Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the “Declaration,” applicable to the property and recorded in the office of the King County Auditor on October 10, 1966, in Volume 4848 of Deeds, page 481, under Auditor’s No. 6092597, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration: provided that no land or improvements devoted to dwelling use shall be exempt from said assessments; pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

(e) Have and exercise any and all powers, rights and privileges which a corporation organized under the Nonprofit Corporation Law of the State of Washington by law may now or hereafter have or exercise.

ARTICLE IV

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants or record to assessment by the Association, shall be a member of the Association. 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 any lot which is subject to assessment by the Association.

ARTICLE V

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all those owners as defined in Article IV with the exception of the Declarant. Class A members shall be entitled to one vote for each lot. When more than one person holds an interest required for membership by Article IV in any lot, all such persons shall be members. 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.

Class B. The Class B member shall be the Declarant, the Woodside Corporation, a Washington corporation. The Class B member shall be entitled to one

vote: **provided that** the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when all the property described in Article III has been platted and the number of Class A members entitled to one vote equals or exceeds 75% of the number of platted lots, or

(b) on December 31, 1968.

ARTICLE VI

BOARD OF TRUSTEES

The affairs of this corporation shall be managed by a Board of not less than five (5) nor more than nine (9) trustees, who need not be members of the Association. The number of Trustees may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of Trustees until the selection of their successors are:

| Name | Address |
|-------------------------|-------------------------|
| Walter B. Williams | 701 2nd Avenue, Seattle |
| Kirby D. Walker | 701 2nd Avenue, Seattle |
| Raymond Larsen | 701 2nd Avenue, Seattle |
| J. C. Trotter | 701 2nd Avenue, Seattle |
| Claude E. Wakefield, Jr | 701 2nd Avenue, Seattle |

At the first annual meeting which shall be not earlier than January 2, 1968, and not later than March 15, 1968, 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.

ARTICLE VII

LIABILITIES

The highest amount of indebtedness or liability, direct or contingent, except interest owing, to which this Association may be subject at any one time shall not exceed Thirty-three Thousand Dollars (\$33,000) provided that additional amounts may be authorized by the assent of two-thirds (2/3) of the membership.

ARTICLE VIII

ANNEXATION OF ADDITIONAL PROPERTIES

The Association may, at any time, annex additional residential properties and common areas to The Properties described in Article III, and so add to its membership under the provisions of Article IV, **provided that** any such annexation shall have the assent of two-thirds (2/3) of the entire Class A membership and two-thirds (2/3) of the entire Class B membership, if any.

ARTICLE IX

MERGERS AND CONSOLIDATIONS

To the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, **provided that** any such merger or consolidation shall have the assent of two-thirds (2/3) of the entire Class A membership and two-thirds (2/3) of the entire Class B membership, if any.

ARTICLE X

AUTHORITY TO DEDICATE

The Association shall have power to dedicate, sell 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 has been signed by members entitled to cast two-thirds (2/3) of the votes of the entire Class A membership and two-thirds (2/3) of the entire Class B membership, if any, agreeing to such dedication, sale or transfer.

ARTICLE XI

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the entire Class A membership and two-thirds (2/3) of the entire Class B membership, if any. Upon dissolution of the Association, the assets, both real and personal, of the Association, shall be dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association.

ARTICLE XII

DURATION

The corporation shall exist perpetually.

ARTICLE XIII

MEETINGS FOR ACTIONS GOVERNED BY ARTICLES VII THROUGH XI

In order to take action under Articles VII through XI, there must be a duly held meeting. Written notice, setting forth the purpose of the meeting shall be given to all members not less than 30 days nor more than 60 days in advance of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum, except for Article VIII, Section 2, where the quorum requirement is specifically set forth. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership, if any, are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

ARTICLE XIV

AMENDMENTS

Amendment of these Articles shall require the assent of the majority of the members of the Association.

ARTICLE XV

FHA/VA APPROVAL

As long as there is a Class B membership the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

BYLAWS OF THE HIGH WOODLANDS HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is **THE HIGH WOODLANDS HOMEOWNERS' ASSOCIATION, INC.**, hereinafter referred to as the "Association." The principal office of the corporation shall be located at 701 2nd Avenue, Seattle, Washington, 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 and refer to **THE HIGH WOODLANDS HOMEOWNERS' ASSOCIATION, INC.**, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

Section 4. "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 5. "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to The Woodside Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 8. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the King County Auditor on October 10, 1966, in Volume 4848 of Deeds, page 481, under Auditor's No. 6092597.

ARTICLE III

MEMBERSHIP

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association shall be a member of the Association. 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 any lot which is subject to assessment by the Association. Ownership of 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 annual or special assessment levied by the Association, the voting rights and right to use of the recreational facilities of such member may be suspended by the Board of Trustees until such assessment has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed 30 days, for violation of any rules and regulations established by the Board of Trustees governing the use of the Common Area and facilities.

ARTICLE IV

PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Section 1. Each member shall be entitled to the use and enjoyment of the Common Area and facilities as provided in the Declaration. Any member may delegate his rights of enjoyment of the Common Area and facilities to the members of his family or his tenants who reside on the property. Such member shall notify the secretary in writing of the name of any such delegee. The rights and privileges of such delegee are subject to suspension to the same extent as those of the member.

Section 2. Irrespective of the fact that Section 1(b) of Article V of the Declaration gives the Association the right to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area, this right shall not be exercised as to members for a period of five years from the date of the recordation of the Declaration, and after this period, only upon written approval of two-thirds (2/3) of the entire Class A membership.

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) nor more than nine (9) Trustees, who need not be members of the Association.

Section 2. Election. At the first annual meeting 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 meetings 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

MEETINGS OF TRUSTEES

Section 1. Regular Meetings. Regular meetings of the Board of Trustees shall be held monthly 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 to 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 consist of a Chairman, who shall be a member of the Board of Trustees, and two or more members of the Association. 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 meetings 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 nonmembers.

Section 2. Election. Election to the Board of Trustees shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF TRUSTEES

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

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of the Bylaws, the Articles of Incorporation, or the Declaration;

(c) declare the office of a member of the Board of Trustees to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Trustees; and

(d) 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 to:

(a) 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 Class A members who are entitled to vote;

(b) 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, to:

(1) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period, as hereinafter provided in Article XII, and

(2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(d) issue, or to cause an appropriate officer to issue, upon demand by any persons, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

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

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

(g) cause the Common Area to be maintained.

ARTICLE IX

COMMITTEES

Section 1. The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Trustees shall appoint other committees as deemed appropriate in carrying out its purposes, such as:

(a) **A Recreation Committee** which shall advise the Board of Trustees on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines;

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

(c) **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 interest of the Association; and

(d) **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

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from 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 8:00 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 Meeting. 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 or who are entitled to vote one-fourth (1/4) of the votes of the Class A 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 to each member entitled to vote thereat, addressed to the member's address last appearing 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 the 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 votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the member entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement 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 Offices. 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 officers 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 and 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 the 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 Officer. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of 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:

President

(a) 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, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) 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.

Secretary

(c) 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.

Treasurer

(d) 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 account 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 meetings, 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 Association: (1) annual assessments or charges, and (2) special assessments for capital improvements. The annual 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, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due and shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of The Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon The Properties.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be sixty dollars (\$60.00) per lot. (See General Information)

(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 effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.

(b) 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 above that established by the Consumer Price Index formula by a vote of the members for the next succeeding five years and at the end of each such period of five years, for each succeeding period of five years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are 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. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) After consideration of current maintenance costs and future needs of the Association, the Board of Trustees may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Method of Computation When Using the Consumer Price Index. The Consumer Price Index establishes the United States City Average numerical rating for the month of July, 1966, as 113.3. This will be the base rating. To determine the percentage to be applied to the maximum annual assessment for each subsequent year, divide this base rating into the numerical rating established by the Consumer Price Index for the month of July preceding the proposed assessment year. This adjustment percentage, if in excess of 100 percentum, is multiplied by the original maximum annual assessment to obtain the maximum assessment for the subsequent year.

Section 5. 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, unexpected repair or replacement of a described capital improvement upon the Common Area, 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 each class of members who are 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 annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7. Quorum for Any Action Authorized Under Sections 3 and 5. At the first meeting called, as provided in sections 3 and 5 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership 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 sections 3 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of 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 Annual Assessments: Due Dates. The annual assessment provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Trustees shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Trustees. The Association shall upon demand at any time

furnish a certificate in writing, signed by an officer of the Association, setting forth whether the assessments on a specified lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 10% per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area 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 mortgage or mortgages. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding 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 dedicated to and accepted by a local public authority, (b) the Common Area, and, (c) 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 Bylaws 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

AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

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

Dated September 23, 1966
Recorded October 10, 1966

Auditor's File No. 6092597

HIGH WOODLANDS

(Except Lots 1, 5, and north 5 feet of Lot 4, Lots 13, 19, 21, 22, 23, 24, and 38 in Block 3, Lots 3, 9, 16, 12 and 14, Block 4.)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by **THE WOODSIDE CORPORATION**, a Washington corporation, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of King, State of Washington, which is more particularly described as:

The northwest quarter of the northwest quarter and the west half of the southwest quarter of the northwest quarter of Section 21, Township 26 North, Range 5 East W.M. and the southwest quarter of the southwest quarter of Section 16, Township 26 North, Range 5 East W.M., King County, Washington, all of which is hereinafter included within "The Properties."

Notwithstanding the foregoing, Declarant is no longer the owner of the following lots of the High Woodlands Addition and such lots shall only be concluded within the provisions of this Declaration at such respective times as the respective owners of such lots shall execute consents to the provisions of this Declaration, such consent to be subject to such conditions as the Association may provide, whereupon, for all purposes, such lots shall enjoy the benefits and be subject to the obligations of the Declaration: lots 1, 5, and north 5 feet of lot 4, lots 13, 19, 21, 22, 23, 24 and 38 in block 3, lots 3, 9, 16, 12 and 14, block 4, The High Woodlands.

WHEREAS, Declarant will convey the said properties, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth:

NOW, THEREFORE, Declarant hereby declares that all if the properties described above shall be held sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall insure to the benefit of each owner thereof.

ARTICLE 1

DEFINITIONS

Section 1. “Association” shall mean and refer to the High Woodlands Homeowners’ Association, Inc., its successors and assigns.

Section 2. “Properties” shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. “Common Area” shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association, and, without limiting the generality of the foregoing, shall include the following-described property situate within King County, Washington:

Portions of the southwest quarter of Section 16 and the northwest quarter of Section 21, all in Township 26 North, Range 5 East W.M., more particularly described as follows:

BEGINNING at the Section corner common to Sections 16, 17, 20 and 21, Township 26 North, Range 5 East W.M.; thence along the West line of said Section 21 South 02 31’16” West 62.71 feet; thence South 87 28’44” East 307.27 feet; thence North 54°54’27” East 180.0 feet; thence North 35005t33n West 390.0 feet; thence North 64°30’00” East 55.0 feet; thence North 25 30’00” West 152.0 feet; thence South 66°36’10” West 56.16 feet; thence South 89 59’39” West 160.0 feet to a point on the west line of the above said Section 16; thence along said West line South 00 00,21” East 485.0 feet to the true point of beginning.

But such property shall be subject to such easements for water, storm or sanitary sewer, electrical transmission, and any other utility easements that Declarant may hereafter provide or reserve.

Section 4. “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 5. “Member” shall mean and refer to every person or entity who holds membership in the Association.

Section 6. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, but shall not include a contract seller or a mortgagee.

Section 7. “Declarant” shall mean and refer to The Woodside Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. If within three years of the date of incorporation of this Association, the Declarant should develop additional lands within one-half mile of the Properties, such additional lands may be annexed to said Properties without the assent of the Class A members provided, however, that the development of the additional lands described in this section shall be in accordance with a general plan submitted to the Federal Housing Administration. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration prior to such development. If the Federal Housing Administration determines that such detailed plans are not in accordance with the general plan on file and so advises the Association and the Declarant, the development of the additional lands must have the assent of two-thirds (2/3) of the Class A members who are 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. At this meeting the presence of members or of proxies entitled to cast 60% of all of the votes of the Class A membership 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 above, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

ARTICLE III

MEMBERSHIP

Every person or entity who is a contract purchaser or record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to easement by

the Association, but excluding contract sellers, shall be a member of the Association. 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 any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE IV

VOTING RIGHTS

The Association shall have two classes of voting memberships:

Class A. Class A members shall be all those Owners as defined in Article III with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any lot, all such persons shall be members. 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.

Class B. The Class B member(s) shall be the Declarant. The Class B member(s) shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article III, **provided that** the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1968.

ARTICLE V

PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions;

- (a) the right of the Association to limit the number of guests of members;
- (b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(c) the right of the Association in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;

(d) the right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any easement against his lot remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations;

(e) 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 members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days nor more than 60 days in advance; and

(f) Right of Declarant or its assigns to grant or reserve any easement for any utility uses, whether for water, sewer, light, gas or other utility.

Section 2. Delegation of Use. Any member may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family or his tenants who reside on the property.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, within two years of this date, such conveyance to be subject to reservation of such easements as Declarant may, in its sole discretion, deem advisable for sewer, water, electricity, gas, telephone, or any other utilities.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by executing this instrument or by executing a separate instrument consenting hereto, or by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for

capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the lands and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner 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.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the Properties.

Section 3. Basis and Maximum of Annual Assessments.

(a) The maximum annual assessment shall be \$60.00* for each lot except that it may be increased effective January 1 of each year after the first year of assessments without a vote of the membership in conformance with the annual rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.

(b) From and after January 1, 1967, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding five years and at the end of each such period of five years, for each succeeding period of five years, **provided that** any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are 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. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, 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 each class of members who are 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 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 6. Quorum for Any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in sections 3 and 4, 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 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence at such time as the Board of Directors shall provide. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non—use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages or Deed of Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of

foreclosure thereof or any sale under a deed of trust, 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 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority, and (b) the Common Area.

ARTICLE X

USE RESTRICTIONS

LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes, except for land designated on the recorded plat or on plats for other High Woodlands Additions as "Park Area," and except the property described for Park Area or Common Area in Section 3 of Article I of this Declaration. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached singlefamily dwelling, not to exceed two stories in height and a private garage for not more than two cars.

TEMPORARY STRUCTURES AND USE: No temporary structure for the purpose of storing building materials and for equipment shall be allowed to remain on any lot longer than one month after completion of dwelling thereon, nor shall said temporary structure be allowed to be erected thereon sooner than one month prior to commencement of construction of dwelling. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any lot or on the adjacent street, at anytime as a residence either temporarily or permanently.

LOT SIZE AND FRONTAGE: No residential structure shall be erected or placed on any building plot, which plot has an area of less than 7200 square feet, or a width of less than 60 feet at the front building set back line. The narrower side of a corner lot abutting a street shall be considered the front regardless of the location of the principal entrance of the dwelling.

DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any lot at a cost of less than \$11,000, exclusive of land, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be a quality of 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, which shall be not less than 950 square feet of living area on the

main floor for one—story dwellings, nor less than 800 square feet for a dwelling of more than one story.

BUILDING LOCATION: No building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design and finish grade elevations. No fence, hedge or a wall shall be erected, placed on any lot nearer to any street than the building setback line unless similarly approved. The architectural control committee is composed of Walter B. Williams, 701 Second Avenue; Kirby D. Walker, 701 Second Avenue; and Ray Larsen, 701 Second Avenue, Seattle, Washington. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. The committee's approval or disapproval as required in these covenants, shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it in writing, or in the event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

EASEMENTS: Easements for drainage facilities are reserved over a 2 1/2 foot strip along each side of interior lot lines and over the rear 5 feet of each lot. Easements for installation and maintenance of other utilities are reserved as shown on the recorded plat or other instrument of record.

SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of King County Health Department. Approval of such system as installed shall be obtained from such authority.

SIGNS: No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one foot square, one sign of not more than five square feet advertising the property for sale, or rent, or signs used by a builder to advertise the property during the construction and sales period.

OIL AND MINING OPERATIONS: No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted on or in any lot, nor shall oil wells, tanks, tunnels, mineral 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.

LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept in compliance with existing laws and regulations and provided that they are not kept, bred or maintained for any commercial purposes.

NUISANCES: No business, offensive trade or noxious activity shall be carried on upon any residential lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

WATER SUPPLY: No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of King County Health Department. Approval of such system as installed shall be obtained from such authority.

SIGHT DISTANCES AT INTERSECTIONS: Fences, hedges, or garden walls shall be restricted to a maximum height of 6 feet above finished grade location of lot, and they shall not extend beyond the front of the house or garage whichever is the nearest to the street. On corner lots, the side of the house bordering the side or front street shall be the maximum distance a fence or wall is to be extended toward the street. No fence, wall, hedge or shrub planting which obstructs sight lines as elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street line, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersections of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

TERMS: These protective covenants shall run with the land and shall be binding upon all parties hereto and all persons claiming under them for a period of 30 years from the date these covenants are recorded, at which time said covenants shall be automatically extended for subsequent periods of 10 years unless the owners of said lots, by a majority vote, agree to change said covenants in whole or part.

ENFORCEMENT AND SEVERABILITY: These protective restrictions and all of the conditions thereof shall attach to and pass with the said real property and each and every part and parcel thereof. If the parties hereto, or any of them or their heirs, executors, administrators or assigns, or successors in interest shall violate or attempt to violate any of the provisions of these protective restrictions, it shall be lawful for any other person or persons owning any of said real property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of these provisions, either to prevent him from so doing, or the recovery of damages or other compensation for such violations. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. These restrictive mutual easements shall be deemed to be fully and sufficiently described or incorporated in any instruments or covenants by designating and referring to the same as "Protective Restrictions for The High Woodlands Addition."

Rules and Regulations governing the use of the Common Area and Facilities

Section 1. of Article VIII of the Association Bylaws grants to the Board of Trustees the power to adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon.

1. Rights of Enjoyment of Common Area and Facilities. The Board of Trustees clarifies and defines the following classes of Membership relative exclusively to enjoyment of the Association's Common Area and Facilities:
 - a. Voting Members of the High Woodlands Homeowners Association, as defined by the Article IV of the Articles of Incorporation and Article III of the Bylaws, and members of their families who reside at the property, provided that their membership privileges are neither
 - i. suspended per Article III Section 2 of the Bylaws for default in the payment of annual or special assessment, nor
 - ii. delegated to tenants who reside on the property per Article IV Section 2 of the Bylaws
 - b. Registered Tenant Residents and their family members who reside at the property, provided that the secretary has been notified in writing of their names per Article IV Section 1 of the Bylaws, and that rights and privileges of such delegee are not suspended.
 - c. Guest Members and their family members who reside with them, who pay an assessment to the Association determined by the Board of Trustees for enjoyment of the Common Area and Facilities. The number of such memberships shall be managed by the Board to obtain additional revenue to supplement that paid by voting members for improvements and maintenance of the Common Area and Facilities without unduly interfering with the rights of enjoyment granted to Voting Members by the Bylaws. Such members are granted rights of enjoyment equivalent to those provided to Voting Members of the Association and Registered Tenant Residents as defined above, but limited to the period each year when the pool is open.
 - d. Swim-Team-Only Members, who are youth who do not otherwise have rights of enjoyment to the Common Area and Facilities as defined above, and who hold positions on the neighborhood swim team. The number of such memberships shall be managed by the board to allow the swim team to maintain a roster of adequate size when the demographics of the neighborhood may not otherwise yield a competitive team. Rights of enjoyment of the common areas and facilities granted to such members is generally limited to swim team practice, meets, and other swim team events, and apply from the first swim-team practice through the League Championships of each year. Such members will pay an assessment defined by the Board of Trustees as a fair-share contribution for maintenance and management of the Common Area and Facilities. Additional privileges may be provided at the discretion of the Pool Manager, provided they do not unduly

interfere with the rights of enjoyment granted to members defined in paragraphs 1.(a) and (b) above.

2. **Swimming Pool Rules and Regulations.** Rules of conduct at the pool, and the consequences of infractions, are defined in the attached “Swimming Pool Rules and Regulation.”
3. **High Woodlands Swim Team.** As a service to the Association Membership, a neighborhood swim team is established. The High Woodlands Pool is defined as the home pool for the team. The roster of the team is to be made up of members as defined above and who are otherwise eligible based on the rules of the League within which the team participates. Detailed Policy and Procedures are defined in the attached “Policy and Procedures for the High Woodlands Swim Team.”

High Woodlands Homeowners Association Swimming Pool Rules and Regulations

1. All persons entering the pool must check in at the pool and furnish a pool identification card.
2. All children age eight (8) and younger must be accompanied by an adult or a person at least age 12 considered competent by the pool management. **Pool management reserves the right to restrict admittance of an unaccompanied child of any age.**
3. No food, drink, or smoking on the pool deck.
4. Any child in the wading pool must be accompanied by an adult at all times. Children above the age of five (5) are not allowed to use this area.
5. Cut-offs are not considered proper bathing attire and are not allowed in the pool
6. Conduct of a disorderly nature, including abusive or profane language, vandalism, or which affects the enjoyment of the pool by others will not be permitted. **First-time offenders will not be allowed in the pool temporarily (time at discretion of management). A second offense will result in a call to the parent(s). Third-time offenders will have pool privileges revoked from one day to the remainder of the season.**
7. Running or horseplay on the deck or in the bathhouse is not allowed.
8. All persons must shower before entering the pool.
9. Any individual with an infectious disease, open sore, or wound can not use the pool. All bandaids must be removed before entering the pool.
10. **All house guests of 48 hours duration or more will be treated as family members if the homeowner has notified the pool office at least one (1) day in advance.**
11. A homeowner may bring up to three (3) guests at one time. All guests must be accompanied at all times by the homeowner while at the pool. Only three (3) visits by the same guest are allowed each season. There is a one (1) dollar daily fee for each guest.
12. Advance arrangements for private parties during off-hours can be made with the pool office at least three (3) days before the proposed event.

13. Only pool employees are allowed in the office and boiler room.
14. No snorkels or fins are allowed. Floatation devices are permitted at the discretion of pool management.
15. No disposable diapers are allowed since they can clog the filter. All children not pottytrained must wear a cloth diaper or similar protection. Accidents will result in a first time fine of \$100. A second offense will result in revocation of pool privileges for the season.
16. The Association is not responsible for lost or stolen items. Leave valuables at home.
17. At the discretion of pool management, any individual not following the above rules will have her/his pool use suspended temporarily or for the remainder of the season. **This also applies to swim team members.**

Pool House Phone: 806-9119

Policy and Procedures for the High Woodlands Swim Team

1. Name:

The name of the Swim Team is the High Woodlands Dolphins, herein referred to as the “Dolphins.” It is a local summer-league swim team associated with the High Woodlands Homeowners Association for swimmers of high school age or younger.

2. Purpose and Objectives:

The Objectives of the Dolphins are:

- a. To instill in all swim team members the love for swimming in a safe, quality, athletic training program;
- b. To recognize and promote swimming as a life-long activity, which can contribute significantly to the physical and emotional growth and development of swim team members;
- c. To develop, among swimmers, good sportsmanship, as well as a sense of team effort and spirit;
- d. To improve the technical ability of each swimmer.

The Objectives are promoted through the Swim Team Board, herein referred to as “the Board,” to all members. The swimmers and their families are governed and qualified by the basic policies set forth in paragraph 3 below. The Dolphins are a non-profit organization and are exclusively for the enjoyment of its members.

3. Basic Policies.

All programs and activities will adhere to the swim team Purpose and Objectives set forth in paragraph 2. The following are basic policies of the Dolphins:

- a. Function of the swim team requires parent involvement in the organization. The swimmer may be ineligible to swim in a meet, or removed from the swim team, if the family fails to meet the team volunteer requirement during swim meets. Each parent must sign the team’s Parental Agreement.
- b. The Dolphins is affiliated with Midlakes Swim League. Change of league affiliations must be agreed to by a vote by the Board. Within Midlakes Swim League, the Dolphins are affiliated with Division 5, which is specifically constituted to hold only one dual meet per week during the swim season. Because additional meets would involve resources of the pool, changing division affiliation within Midlakes Swim League or changing league affiliation such that the number of home meets in a season is increased, must be agreed to by the High Woodlands Homeowners Association Board of Trustees, herein referred to as the “HOA Board.”
- c. All swim team members must be able to swim 25 yards of crawl stroke without touching the bottom of the pool or holding on to the lane lines (deep water safe). It is recommended that children be at least currently enrolled in Kindergarten. The

- Coaches or Team Manager reserve the right to refer any child to swim lessons who does not meet this condition, or is unable to pay attention or follow instructions.
- d. All swimmers, parents and spectators are expected to adhere to all pool and Midlakes Swim League rules. Failure to adhere to these guidelines will result in the child not being allowed to participate.
 - e. Swimmers and families will conduct themselves at practices and meets so as to exhibit good discipline and sportsmanship toward all swimmers, coaches, and meet officials as outlined and communicated to in the Midlakes Code of Conduct (part of the Midlakes Hold Harmless Release). Any swimmer not adhering to this guideline, at the discretion of the coaches, meet officials or Dolphins Board, may be suspended from practices, meets, social events, or expelled from the team. Each parent must sign the Midlakes Hold Harmless Release and ensure that all family members abide by it.
 - f. Communications between swimmers, coaches, parents and the Board is accomplished via email, website and family folders or any other means communicated to the swimmers at the pool. Parents and swimmers are responsible for checking their emails on a weekly basis.
 - g. All swimmers must report anticipated meet attendance through the team's website, (under "events") by the registration deadline. For unanticipated absences or changes to your child's participation, call the coaches ASAP. Additions will not be made on deck at the meet after the meet has begun.
 - h. Home meets will be at the High Woodlands Pool located at 11600 NE 148th Ct, Kirkland, WA
 - i. Parents should contact the Volunteer Manager if they are unable to keep their volunteer commitment with the name and contact information of their replacement for that volunteer obligation.

4. Eligibility to participate.

Eligibility to participate on the Dolphins shall be determined by one of the following methods:

- a. Families who are voting members of the High Woodlands Homeowners Association or registered tenant residents and are in good financial standing with their annual HOA dues.
- b. Families who are Guest Members of the High Woodlands Common Area and Facilities.
- c. Families may request Swim-Team-Only Membership for their prospective swimmers. Each year there will be a limited number of Swim-Team-Only Memberships available. These swimmers will be required to pay an assessment determined by the HOA Board. This assessment is in addition to the registration fees outlined in paragraph 5.a. Swim-Team-Only-Membership grants the registered swimmer access to pool privileges for swim team activities, including practice, meets, team events and pool parties. Families with swimmers who have Swim-Team-Only memberships are also eligible for member rates for swim lessons at the High Woodlands pool.

5. Registration.

- a. Each summer program participant shall pay a registration fee, as determined by the Dolphins Board. The Dolphins shall register its summer swim team participants in the spring, prior to the summer season (May-July). Registration dates will be established by the Swim Team Board.
- b. A limited number of swimmers are permitted in each age group and gender. Limits are determined by the Swim Team Board and are established to ensure safety, adequate coaching, and equitable participation in meets. If the Dolphins have too many interested swimmers for a particular age group, priority will be given to families of returning swim team members, High Woodlands HOA Voting Members and Registered Tenant Residents, and Guest Members of the HOA Common Areas and Facilities, in that order.
- c. A Parent/Legal Guardian of each Dolphins member must execute a High Woodlands HOA Swim Team Hold Harmless Agreement.

6. Finance

- a. An annual budget shall be created by the Dolphins Board.
- b. The Board may not incur indebtedness beyond reserves for any purpose.
- c. Funds received shall be used for the Swim Team's expenses.
- d. The Fiscal Year is defined as January 1 through December 31.
- e. Accounts – Authorized Signatures
 - (1) The Dolphins' funds shall be maintained in insured accounts, and shall be disbursed by an authorized signature.
 - (2) A minimum of two Board Members (Treasurer and Team Manager) shall have authorization to sign checks on behalf of the Dolphins.

7. Swim Team Board

- a. The administrative Swim Team Board of the Dolphins shall consist of the Team Manager, Treasurer, Registrar, Concessions Manager, Volunteer Manager, Scorekeeper and Webmaster. One person may hold more than one position.
- b. Meetings of the Board shall be held at the call of the Team Manager or any member of the Board, but will occur at least once per calendar year.
- c. Board Members are only exempt from volunteer duties at a meet if there are enough families to field the meet.
- d. Email will be the definitive source of communication for the Board. The Board operates with full and open communication.
- e. These are volunteer positions, and receive no pay, except they may receive a discount on registration fees for family members who swim on the Dolphins in appreciation of their efforts. Swim-Team-Only membership assessments may not be discounted.
- f. Duties of the Officers
 - (1) Team Manager: This position must be filled by a voting member of the High Woodlands Homeowners Association and is appointed by the HOA Board. The person who holds this position shall be responsible for the following duties:
 - (a) Hiring swim coaches as necessary.
 - (b) Attending fall and spring Midlakes meetings.
 - (c) Coordinating and communicating swim team activities with Coaches, Pool Manager, Board, and Swim Team Families.

- (d) Conducting Parents' Meeting at the start of the season.
- (e) Along with Volunteer Coordinator, securing key volunteer positions for the season.
- (f) Ensuring that Dolphins practices and meets are conducted in a safe manner.
- (g) Ensuring that all Board Members are performing their duties and providing help to them as needed.
- (h) Ensuring that the Dolphins Swim Team is complying with all Midlakes policies and deadlines.
- (i) An Assistant Team Manager may be appointed by the Board to assist in the performance of these duties. The Assistant need not be voting member of the HOA.

Family members of the Team Manager may be discounted up to the entirety of their registration fees, depending on the anticipated workload. If an Assistant is assigned, the Swim Team board may choose to discount either half or the entirety of the registration fees of the Assistant's family members, depending on the anticipated work load.

- (2) Treasurer: This position must be filled by a voting member of the High Woodlands Homeowners Association is appointed by the HOA Board. The person who holds this position shall be responsible for the following duties:
 - (a) Maintaining the Dolphins' budget and managing funds. Making bank deposits and payments in a timely fashion.
 - (b) Ensuring coaches receive their pay in a timely fashion.
 - (c) Ensuring timely payment of Midlakes fees and insurance payments.
 - (d) Working with High Woodlands HOA treasurer with any money that is exchanged between the Dolphins and the HOA (ie: Swim Team Only Membership payments).

Family members of the team Treasurer may be discounted half of their registration fees.

- (3) Registrar: The person who holds this position shall be responsible for the following duties:
 - (a) Receiving registration forms and payments from all swim team members. Ensuring forms are complete and payments are made in full.
 - (b) Submitting payments to Treasurer.
 - (c) Entering Swimmers and Swim Team Families in Dolphins website.
 - (d) Maintaining limits for each age group and for each gender. Communicating to Team Manager and Coaches when groups are at or near capacity.
 - (e) Creating a Team Roster and submitting it to Midlakes according to the League's deadlines.

Family members of the Registrar may be discounted half of their registration fees.

- (4) Concessions Manager: The person who holds this position shall be responsible for the following duties:
 - (a) Maintaining the Dolphins concession stand.

- (b) Buying all food and supplies for concession stand (with the Dolphins reimbursing the Concessions Manager).
 - (c) Preparing concession stand operations before home meets; managing the concessions stand operations and volunteer staff during the meet; and cleaning the concession stand after the meet.
 - (d) Working with Treasurer to obtain cash box start-up funds and to deposit cash box funds at the end of the meet.
- Family members of the Concessions Manager may be discounted half of their registration fees.
- (5) Volunteer Manager: The person who holds this position shall be responsible for the following duties:
- (a) Identifying and posting to the team website all volunteer positions needed for each meet.
 - (b) Securing key volunteer positions at the beginning of the season (Events Coordinator, Ribbon Coordinator, and Officials: Meet Referee, Starters, and Stroke and Turn Judges). Be sure Officials are aware of Midlakes training sessions.
 - (c) Ensuring all volunteer positions are filled.
 - (d) At each meet, ensuring all volunteers are present and know their jobs.
- Family members of the Volunteer Manager may be discounted the entirety of their registration fees.
- (6) Scorekeeper: The person who holds this position shall be responsible for the following duties for home meets:
- (a) Contacting coaches from both teams to ensure Meet Manager files are submitted in a timely fashion.
 - (b) Seeding the meet in Meet Manager.
 - (c) Printing heat sheets, swimmer slips, timer sheets, ribbon labels and other meet documents as needed.
 - (d) During the meets, ensuring that results are accurately entered in Meet Manager.
 - (e) After the meets, providing results to the Dolphins and visiting team coaches.
 - (f) Submitting meet results to Midlakes according to the League's deadlines.
- Family members of the Scorekeeper may be discounted half of their registration fees.
- (7) Webmaster: The person who holds this position shall be responsible for the following duties:
- (a) Updating Dolphins website as needed.
 - (b) Ensuring that meets are properly entered on website to allow families to register attendance.
- Family members of the Webmaster may be discounted half of their registration fees.
- (8) Events Coordinator: The person who holds this position shall be responsible for the planning and implementing the various social activities planned for the team each season, including pool parties, victory celebrations, etc. and the

annual end-of-season picnic. Family members of the Events Coordinator may be discounted half of their registration fees.

8. Meetings

- a. The Dolphins will hold one parent meeting at the start of each swim season.