

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF MEERWOOD**

This Declaration of Covenants running with the land and declaration of conditions and restrictions is made this 20th day of November, 1984, by the undersigned owners (“Owners”) of certain real property located in King County, Washington, which is more particularly described in Exhibit “A”, attached hereto and incorporated herein by this reference.

R E C I T A L S

WHEREAS, the undersigned are owners of real property situated in that certain tract known as the Plat of “Meerwood” in the records of King County, Washington.

WHEREAS, the owners desire to provide for the preservation of the values and amenities of the residential community in which they live and for the administration, maintenance, use and enjoyment of the community and to this end, desire to subject their property, together with such additions as may hereafter be made thereto, to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the Properties and the Owners thereof.

WHEREAS, the Owners have deemed it desirable for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the Properties and community facilities and administering and enforcing the covenants and restrictions.

WHEREAS, the Owners have determined that the restrictive covenants currently in force, which were filed for record on January 15, 1979, are ineffective for accomplishing such purposes. Therefore, the owners desire to impose these covenants, conditions and restrictions on the Properties, to be recorded as protective covenants running with the land which bind all parties and future parties in interest.

WHEREAS, although the area has come to be known as Woodmeer, it is legally described as Meerwood. Therefore, in the interest of consistency the Association to be formed in accordance with this Declaration shall be named the Meerwood Homeowners Association.

NOW, THEREFORE, the owners declare that the real property described in Exhibit “A”, and such additions thereto, is and shall be held, transferred, sold, conveyed and occupied subject to these covenants, restrictions, easements, charges and liens.

ARTICLE I
DEFINITIONS

The following words when used in this Declaration shall have the following meanings:

“Association” shall mean and refer to the Meerwood Homeowners Association.

“The Properties” shall mean and refer to all such existing properties and additions thereto, which are subject to this Declaration.

“Common Properties” shall mean and refer to those areas of land intended to be devoted to the common use and enjoyment of the Owners.

“Tract A” shall mean and refer to that certain tract of land described as Tract A of the Plat of Meerwood and designated as an “open area”.

“Lot” shall mean and refer to any individual lot of land described in Exhibit “A”. Such lots described in Exhibit “A” are those which are subject to this Declaration.

“Owner” or, alternatively, “Member” shall mean and refer to the record owner, whether one or more persons or entities, of any Lot described in Exhibit “A”. If a Lot is sold under a recorded real estate contract, the purchaser (rather than the fee owner) will be considered the Owner. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

2.1 Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in King County, Washington and is more particularly described as set forth in Exhibit “A” attached hereto.

2.2 Additions to Existing Property. Additional property located within the Plat of Meerwood may become subject to this Declaration upon satisfaction of the following:

- (a) The owner of any property who desires to add it to the scheme of this Declaration and subject it to the jurisdiction of the Association shall agree to be bound by the covenants and restrictions set forth herein, and in doing so shall sign and, at its own expense, record a supplementary declaration of covenants, conditions and restrictions.
- (b) The owner of such property shall pay the Association an amount equal to all assessments which would have been assessed to the owner of such property had such property been subject to this Declaration since its initial execution and recording. Notwithstanding the foregoing, if the owner of the property has acquired the property after the date of the recording of this Declaration, such owner shall be required to pay only an amount equal to all assessments which have been assessed since such owner purchased the property. This amount shall also include the pro rata share of any annual assessment assessed prior to the date of purchase during the year purchased.

- (c) The owner of such property shall pay an additional one time fee to the Association of \$50.00. Notwithstanding the foregoing, if the owner of the property has acquired the property after the date of recording of this Declaration, such owner shall not be required to pay the additional one time fee of \$50.00 if the property is added to the scheme of this Declaration within 6 months of the date of purchase.

ARTICLE III
HOMEOWNERS ASSOCIATION, FORMATION OF MEMBERSHIP

- 3.1 Formation. As soon as practicable following the signing and recording of this Declaration of Covenants, Conditions and Restrictions, the Owners shall form a Home Owners Association. In addition to other lawful purposes, it is intended that this Association carry out, implement and enforce the provisions of these covenants, conditions and restrictions. The Association shall be organized as a non-profit corporation. As required by statute, the Articles of Incorporation to be filed with the Secretary of State shall name at least three (3) directors who shall serve as a Board until such time as the Members elect their replacements. The Association shall be governed in accordance with Bylaws to be approved by the Members and adopted by the Board. The adoption of the Bylaws shall require the approval of two-thirds (2/3) of the votes of the total membership in person or by written proxy. Within sixty (60) days of adoption of the Bylaws, the members shall elect a Board of Directors.
- 3.2 Membership. Each Lot located within the Plat of Meerwood shall become subject to these covenants, conditions and restrictions at such time as any Owner thereof signs this Declaration or a supplementary Declaration. Lots which are subject to these covenants, conditions and restrictions are described in Exhibit "A" hereto. Every Owner of a Lot which is subject to these covenants, conditions and restrictions shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to these covenants, conditions and restrictions. Ownership of such lot shall be the sole qualification for membership. The foregoing, or any other provision contained herein, shall not be construed so as to preclude any Owner or the Association from enforcing the covenants, conditions and restrictions filed for record on January 25, 1979, against any person subject thereto whether or not a Member of the Association.
- 3.3 Voting Rights. Each Member shall have one vote for each Lot owned whether improved or not. If more than one person holds such interest in a 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.

ARTICLE IV
RESIDENTIAL AREA COVENANTS

- 4.1 Land Use. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to exceed three stories.
- 4.2 Building Type. No dwelling shall be permitted on any Lot at a COST of less than \$88,000 (inclusive of land) based upon cost levels prevailing on January 15, 1979 (the date the original restrictive covenants of Meerwood were recorded) and, it being the intention and purpose of the covenant to insure that all dwellings shall be of a quality workmanship and materials substantially the same or better than that which could be produced on said date at the minimum cost stated herein.
- 4.3 Nuisances. No noxious or offensive activity shall be carried on upon any Lot or Tract A, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- 4.4 Temporary Structures. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn, animal shelter or any other out building shall be used on any Lot at any time, nor as a residence, either temporarily or permanently.
- 4.5 Completion of Construction. Any dwelling or structure erected or placed on any Lot shall be completed as to external appearance within nine (9) months from the date of start of construction. The Architectural Control Committee, as provided for in Section 5.1, must approve any exceptions.
- 4.6 Animals and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.
- 4.7 Parked Vehicles. No boats, trailers, motor homes, disabled vehicles or other similar vehicles shall be parked or stored on any Lot in a position whereby the said vehicle will be visible from the street.
- 4.8 Fences. No fences shall be erected on any Lot except as approved by the Architectural Control Committee. Only rustic fences of wood will be permitted in any event to enclose backyards only.
- 4.9 House Elevations. All house elevations to be constructed on all Lots shall be approved by the Architectural Control Committee.
- 4.10 Signs. No signs of any kind shall be displayed with the exception of the real estate "For Sale" sign or "For Rent" sign, the maximum size of which shall be three feet by three feet, and a builder identification sign. The Architectural Control Committee must approve any exceptions.

- 4.11 Building Exteriors. Roofing materials must be one of the following: cedar shake, cedar shingle, tile or composition material that are of the types referred to as “Dimensional Fiberglass Reinforced Asphalt Composition”. The composition materials approved are: GAF Materials Corporation Timberline Grand Sequoia Shingles in Weathered Wood Blend, Slate Blend or Charcoal Blend colors; ELCOR (Elk Corporation) Prestique Plus High Definition Shingle in Weatherwood, Antique Slate or Sablewood colors. For all composition materials installed, the manufacturers’ recommended ridge cap materials be also approved. All composition materials must carry at least a 40-year manufacturer’s warranty and must be installed per those manufacturer specifications. No heavy body stains or paint will be used on the main siding of the house. The Architectural Control Committee must approve any exceptions.
- 4.12 Landscaping. All landscaping shall be maintained in a neat and orderly condition. All lawn areas shall be neatly mowed, and trees and shrubs neatly trimmed. Weeds and diseased or dead vegetation shall be removed. Homeowners shall keep the public sidewalk and/or street adjacent to their Lot free of debris and overhanging trees and shrubs.
- 4.13 Trees. No trees with a diameter of six inches or more or of a height of five feet or more may be removed from any portions of the Lot, except on the building site (including the driveway), which shall be defined as an area for foundation plus five feet around said foundation for over-digging. The Architectural Control Committee must approve any exceptions.
- 4.14 Garbage. No Lot or any part of Tract A shall be used as a dumping ground for trash, cuttings or rubbish of any kind. All garbage and waste shall be kept in appropriate sanitary containers for proper disposal. All containers must be shielded so they are not visible from the street or adjacent properties.
- 4.15 Driveways. All driveways shall be of an aggregate exposed concrete, stained and/or stamped concrete, or similar driveway products as approved by the Architectural Control Committee. Stained and/or stamped concrete or other driveway products approved by the ACC shall be gray or a shade of gray to blend with existing sidewalks and other driveways. During construction or reconstruction a sump will be provided to catch all runoff of the “fines” when washing to expose the aggregate. No concrete runoff will be permitted in the storm sewer system.
- 4.16 Antennas and Clotheslines. Exterior television antennas or radio antennas shall not be permitted to be placed on the roof or in such a way to be visible from the street. Clotheslines and other service facilities shall be screened so as not to be visible from the street or Tract A.
- 4.17 Drainage. The rear two and one half feet of each Lot is considered to be a surface drainage area for adjoining Lots if needed.
- 4.18 Sidewalks. Sidewalks will be completed by builders per King County and Rembold Corporation specifications. The dimensions will be five feet wide and five inches thick , covering the full width of the Lot. A four inch PVC drain will be provided for

each lot through the sidewalk for drain outfall per the attached sketch. All sidewalks are to be completed one year from final plat recording.

- 4.19 Curbs. Builders are responsible for ALL curb damage on their respective Lots regardless of who was at fault, and all such damage is to be repaired within a year from final plat recording. During house construction, the Lot side of the curb will be protected by quarry rock piled four inches above the curb grade as per attached sketch. 3" x 12" planking must be provided for all dozer crossings.
- 4.20 Easements. Easements for installation and maintenance of utilities and drainage are hereby reserved on each Lot as shown on the final approved plat of Meerwood.
- 4.21 Mailboxes. If mailbox grouping is required by the Postal Authority, the structures will be of uniform design approved by the Architectural Control Committee.
- 4.22 Planting Islands. The maintenance of the plantings and landscaping in the planting islands shall be the responsibility of the abutting Lot owners.

ARTICLE V
ARCHITECTURAL CONTROL COMMITTEE

- 5.1 Approval of Building Plans. 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 made until the plans and specifications showing the nature, kind, shape, height, materials and location of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee composed of three (3) or more representatives appointed by the Board. The Committee's approval or disapproval as required in these covenants shall be determined by a simple majority of the Committee members and shall be in writing. In the event the Committee, or its designated representative, fails to render a decision within thirty (30) days after plans and specifications have been submitted, approval will not be required and this article will be deemed to have been fully complied with.
- 5.2 Appeal of Architectural Control Committee's Decision. The Architectural Control Committee's decision with respect to the approval or disapproval of any matter which such approval or disapproval is required by these covenants may be appealed to the Board of Directors of the Association by any member. Such appeal shall be made within ten (10) days of the rendering of the decision of the Architectural Control Committee. The Board's written decision with respect to the appeal shall be determined by simple majority of the Board and shall be rendered within sixty (60) days after the appeal has been submitted. The decision of the Board will be final.

ARTICLE VI
MAINTENANCE ASSESSMENT

6.1 Creation of Lien and Personal Obligation of Assessments. Each owner hereby covenants and agrees to pay to the Association:

- 1) Annual assessments or charges; and
- 2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

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

6.2 Purpose of Assessments. The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents and the properties and for the improvement and maintenance of Tract A and any common areas.

6.3 Annual Assessment. Effective January 1, 2006, the annual assessment shall be \$100.00 per year per Lot. From and after January 1, 2006, the annual assessment may be increased by a vote of two-thirds (2/3) of the votes of the total membership. Voting shall be in person or by written proxy.

6.4 Special Assessment for Capital Improvements In addition to the annual assessments authorized by Section 6.3 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, repair or replacement or any capital improvements on Tract A, including the necessary fixtures of personal property related thereto, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of the total membership. Voting shall be in person or by written proxy. The amount of any special assessment approved by the membership for any calendar year shall not exceed \$100 plus the cost of living adjustment as hereinafter provided. The maximum amount of any special assessment shall be increased each year on the first day of January by the same percentage of increase as the Consumer Price Index for all urban consumers as published by the United States Department of Labor, Bureau of Statistics, for the Seattle-Everett area, has increased for the proceeding 12-month period. If figures for such Index are not available for the first and last months of such 12-month period, the closest months for which said figures are available prior to the beginning and ending of each such period shall be used. If the Index is discontinued or revised, such other government index for computation with which it is replaced shall be used in order to obtain substantially the same result which would be obtained if the Index had not been discontinued or revised.

6.5 Notice for Action Authorized Under Section 6.3 or 6.4. If a meeting is called for the purpose of taking action authorized under Section 6.3 or 6.4, written notice of such

meeting shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

- 6.6 Uniform Rate of Assessment. Both annual and special assessments must be fixed at the same amounts for all lots.
- 6.7 Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on the dates fixed by the Board of Directors of the Association to be the date of commencement. The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the date fixed for commencement. The assessments for any year, after the first year, shall be due and payable on the date established by the Board of Directors. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date of any special assessment under Section 6.4 hereof shall be fixed in the resolution authorizing such assessment.

The association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

- 6.8 Effect of Nonpayment of Assessment; Remedies of the Association If any assessment is not paid on the date when due, being the date specified in Section 6.7 hereof, then such assessment shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien upon the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors of title unless expressly assumed by them.

No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of Tract A or abandonment of its Lot.

If the assessment is not paid within thirty (30) days of the delinquency date, the assessment shall bear interest from the delinquency date 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 to foreclose a lien against the property, and there shall be added to the amount of the assessment the cost of attorney's fees and costs of such action, and in the event that a judgment is obtained, such judgment shall include interest on the assessment as above provided and attorney's fees and costs of the action.

- 6.9 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any prior recorded mortgage, mortgages or deed of trust. Sale or transfer of the Lot shall not affect the assessment lien. However the sale or transfer of any lot pursuant to the foreclosure of a prior mortgage or deed of trust or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments thereof which become 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.

ARTICLE VII
TRACT A

- 7.1 Maintenance. Maintenance of Tract A shall be the responsibility of the Association. Tract A shall be used and maintained as a park. The construction of benches, playground equipment and the amenities commonly used in a park may be permitted after approval of the Architectural Control Committee. Such approval shall also be required for any landscaping to Tract A. The Association may also undertake the maintenance of the drainage ditch which runs along the southern border of Tract A.

ARTICLE VIII
GENERAL PROVISIONS

- 8.1 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 hereinafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so hereafter.
- 8.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no ways affect any other provision which shall remain in full force and effect.
- 8.3 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty (20) years from the date this declaration is recorded, after which time said covenants shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended by not less than two-thirds (2/3) of the members. Any amendment shall be properly recorded.
- 8.4 Notices Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, post paid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.
- 8.5 Execution in Counterparts. This Declaration may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed as and shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned Owners have hereunto set their hands this _____ day of _____, 1984.