



Meridian Firs 2 Home Owners Association  
24800 144th Pl SE • Kent, WA 98042

# Meridian Firs 2

## CC&Rs

# Covenants, Conditions & Restrictions

## CC&R Table of Contents

## Page

<b>DECLARATION OF COVENANTS, CONDITIONS &amp; RESTRICTIONS</b>	<b>1</b>
Article I <b>DEFINITIONS</b>	<b>1</b>
Section 1 Association	1
Section 2 Board	1
Section 3 Properties	1
Section 4 Common Areas	1
Section 5 Lot	1
Section 6 Architectural Control Committee	1
Section 7 Plat	1
Section 8 Residence	1
Section 9 Native Growth Protection Easements	1-2
Section 10 Owner	2
Section 11 Proxy	2
Section 12 Ballots	2
Section 13 Quorum	2
Article II <b>DEED AND DEDICATION OF COMMON AREA</b>	<b>2</b>
Article III <b>DEED AND DEDICATION OF EASEMENTS</b>	<b>2</b>
Article IV <b>ADMINISTRATION AND USE OF COMMON AREAS</b>	<b>2</b>
Section 1 Owner's Easements of Enjoyment	2-3
Section 2 Insurance	3
Section 3 Alteration of Common Areas	3
Section 4 Dumping in Common Areas or Native Growth Protection Easements	3
Section 5 Landscaping and Fencing	3
Section 6 Delegation of Use	3
Article V <b>MAINTENANCE OF THE COMMON AREAS - DELEGATION OF MANAGEMENT</b>	<b>3</b>
Section 1 Maintenance of Common Areas	3-4
Section 2 Repair of Common Areas Pursuant to Meridian Firs 2 House Rules, Section A(2)	4
Section 3 Native Growth Protection Easements or Tracts	4
Section 4 Management	4
Article VI <b>ASSESSMENTS</b>	<b>4</b>
Section 1 Creations of Lien and Personal Obligation of Assessments	4-5
Section 2 Purpose of Assessments	5
Section 3 Assessments	5

Section 4	Special Assessment for Capital Improvements .....	5
Section 5	Notice for Any Action Authorized Under Sections 3 and 4 .....	5
Section 6	Uniform Rate of Assessment .....	5
Section 7	Date of Commencement of Annual Assessment; Due Dates .....	5
Section 8	Special Assessments for Repairs or Reimbursement .....	5-6
Section 9	Effect of Non-Payment of Assessments; Remedies of the Association.....	6
Section 10	Effect of Lien .....	6
Section 11	Exempt Property .....	6
Article VII	<b>MAINTENANCE OF LOTS</b> .....	<b>6</b>
Section 1	Exterior Maintenance by Owner.....	6
Section 2	Easement for Enforcement Purposes .....	7
Section 3	Lot Maintenance by the Association .....	7
Article VIII	<b>PARTY WALLS</b> .....	<b>7</b>
Section 1	Definition .....	7
Section 2	Sharing of Maintenance and Repair .....	7
Section 3	Destruction by Fire or Other Casualty .....	7
Section 4	Right to Contribution Runs with Land .....	7
Section 5	Mandatory Arbitration .....	7
Article IX	<b>HOMEOWNERS' ASSOCIATION</b> .....	<b>7</b>
Section 1	Non-Profit Corporation .....	7
Section 2	Membership.....	7-8
Section 3	Voting Rights.....	8
Section 4	Meetings .....	8
Section 5	Association Powers .....	8
Article X	<b>MANAGEMENT BY BOARD</b> .....	<b>8</b>
Section 1	The Board of Directors .....	8
Section 2	Terms .....	8
Section 3	Powers of the Board .....	8-10
Article XI	<b>LAND USE RESTRICTIONS, BUILDING RESTRICTIONS, ARCHITECTURAL CONTROL COMMITTEE</b> .....	<b>10</b>
Article XII	<b>GENERAL PROVISIONS</b> .....	<b>10</b>
Section 1	Integration .....	10
Section 2	Covenants Running with the Land .....	10
Section 3	Amendment .....	10
Section 4	Insurance .....	10
Section 5	Enforcement .....	10
Section 6	Attorneys' Fees .....	11
Section 7	Liens for Other Charges .....	11
Section 8	Interest.....	11
Section 9	Successors and Assigns .....	11
Section 10	Severability .....	11
Section 11	Rule Against Perpetuities.....	11
EXHIBIT A	<b>LEGAL DESCRIPTION FOR MERIDIAN FIRS 2</b> .....	<b>12</b>
EXHIBIT B	<b>COMMON AREAS OWNED BY MERIDIAN FIRS 2</b> .....	<b>13</b>
	Signatures and Notary Public .....	14

# DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF MERIDIAN FIRS 2 HOMEOWNERS' ASSOCIATION

These Covenants, Conditions and Restrictions are promulgated to ensure the maintenance of a high quality residential environment within the boundaries of "Meridian Firs 2." Meridian Firs 2, which is legally described in Exhibit A, is comprised of certain land situated in the City of Kent, King County, and the State of Washington. All land and improvements now existing or hereafter constructed thereon will be held, sold, conveyed, subject to, and burdened by these covenants, conditions, restrictions, reservations, limitations, liens and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such lands for the benefit of all of such lands and the owners thereof and their heirs, successors, grantees and assigns. All provisions of this Declaration shall be binding upon all parties having or acquiring any right, title or interest in such lands or any portion thereof and shall inure to the benefit of each owner thereof and to the benefit of Meridian Firs 2 Homeowners' Association and shall otherwise in all respects be regarded as covenants running with the land.

## ARTICLE I • DEFINITIONS

For the purpose of the Declaration and Articles of Incorporation and the Bylaws of Meridian Firs 2 Homeowners' Association, certain words and phrases shall have particular meaning as follows:

**Section 1 "Association"** means and refers to Meridian Firs 2 Homeowners' Association, its successors and assigns.

**Section 2 "Board"** means and refers to the Board of Directors of the Association, as provided for in Article X.

**Section 3 "Properties"** means and refers to the real property described with particularity in Exhibit A and such additions to that property which may hereinafter be brought within the jurisdiction of the Association.

**Section 4 "Common Areas"** means and refers to all of the real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the members of the Association. The Common Areas to be owned by the Association are shown as Tract A and Tract B in Exhibit B, and also include some portions of driveways, parking areas, RV parking areas, and lawns, as well as sports courts, the cabana, and greenbelts.

**Section 5 "Lot"** means and refers to any plot of land shown upon any recorded subdivision map of the Properties. Common Areas shall not be regarded as Lots.

**Section 6 "Architectural Control Committee"** means and refers to the duly appointed or elected Committee of the Board of Directors as outlined in the Bylaws, House Rules, section "K", and is hereinafter referred to as the "ACC".

**Section 7 "Plat"** means and refers to the Plat of Meridian Firs No. 2 as approved and to be recorded in King County, Washington, and as legally described on Exhibit A attached hereto.

**Section 8 "Residence"** means and refer to buildings occupying any Lot.

**Section 9 "Native Growth Protection Easements"** means and refers to those areas on the Plat which are designated as Growth Protection Easement. These tracts have been set aside, in the areas indicated on the Plat, by King

County for the protection and preservation of slopes and shoreline areas that are located on the Properties. These tracts are subject to regulations of the City of Kent Department of Public Works, King County, and the State of Washington.

**Section 10 “Owner”** means and refer to the record owner, whether one or more persons or entities, of (1) a fee simple title to any Lot which is a part of the Properties (but excluding those persons or entities, such as real estate contract sellers, having record title merely as security for the performance of an obligation), or (2) the Purchaser under a real estate contract prior to issuance of the fulfillment deed for the contract.

**Section 11 “Proxy”** means an agreement, acknowledged in writing that entitles another homeowner to vote on your behalf at a meeting of the membership where the homeowner is unable to attend and the agenda indicates a vote of the membership will be cast at the time of the meeting. Voting will typically be conducted using written ballots, and if used, a proxy vote will not be applicable. All proxies shall be in writing and sent to or received by the Secretary of the Board of Directors prior to the anticipated vote.

**Section 12 “Ballot”** means a written ballot, mailed to the homeowner and to be returned to the Secretary of the Board of Directors no later than the date specified on the written ballot. The method designated for returning such ballots will be identified on the ballot form.

**Section 13 “Quorum”** means thirty four percent (34%) of voting eligible lot owners are present in person or in proxy at the beginning of a meeting. A quorum must be present at meeting for a vote during the meeting to be deemed valid and enforceable.

## ARTICLE II • DEED AND DEDICATION OF COMMON AREAS

**Section 1** The Association holds title to all of the Common Areas of the Properties of the Association. This title was duly granted by S&A Construction, Inc., the developer. Title is held by the Association for the common use and enjoyment of the Association and the Owners in accordance with these Covenants, Conditions, and Restrictions.

## ARTICLE III • DEED AND DEDICATION OF EASEMENTS

**Section 1** The Association holds title to all easements created for the purpose of landscaping, utilities and access, for common use and enjoyment of the Association and Lot Owners. The Association's right to use such easements is subject to the right of the public to use rights-of-way which have been dedicated as public roads and are open to public access, including emergency vehicle access.

## ARTICLE IV • ADMINISTRATION AND USE OF COMMON AREAS

**Section 1 *Owner's Easements of Enjoyment.*** Every Owner holds a right in easement of enjoyment in and to the Common Areas, which is appurtenant to and passes with title (or, if applicable, with the equitable title held by a real estate contract purchaser), to every Lot subject to the following provisions:

- (a) The right of the Association to establish use and operation standards (rules) for all Common Areas to be binding on all Association Members along with enforcement standards. Meridian Firs 2 House Rules, section “G” sets forth the Common Area use rules.

- (b) The right of the Association to suspend an Owner's right to vote and to use any recreational facilities for any period during which assessments against his or her Lot remain unpaid.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as the Members may deem appropriate. No such dedication or transfer is effective unless the instrument agreeing to the transfer is signed by the Owners of two-third (2/3) of the Lots and has been recorded.

**Section 2 Insurance** Nothing will be done or kept in any Common Areas which will increase the rate of insurance on the Common Areas or other Lots or Improvements without the prior written consent of the Board. Nothing will be done or kept in any Common Areas which will result in the cancellation of insurance on any part of the Common Areas or which would be in violation of any laws or ordinances.

**Section 3 Alteration of Common Areas** Except as required for normal and routine maintenance, nothing will be altered, constructed in, or removed from any Common Areas except upon prior written consent of the ACC and/or the Board. Any improvements exceeding \$15,000 shall require two-thirds (2/3) of the members of the Association responding by voting in person or by proxy at a meeting duly called for this purpose to authorize (1) the construction of such improvements and (2) assessments for such improvements. Also, any such improvements would be subject to the acquisition of all permits required from governmental agencies. This Article is subject to the provisions of Article I, Sections 12 & 13 and Article IX, Section 3.

**Section 4 Dumping in Common Areas or Native Growth Protection Easements** No trash, construction debris or waste, plant, grass clippings or other debris of any kind, nor hazardous waste (as defined in any federal, state, or local law or regulation) shall be dumped, deposited or placed on any Common Areas or Native Growth Protection Easement.

**Section 5 Landscaping and Fencing** No permanent structures or landscaping of any kind, including fences, walls, or shrubs, may be built or placed within any right-of-way, easements, or Native Growth Protection Easements as delineated on the Plat except as deemed appropriate by the ACC. This Section will not prohibit the Association from installing additional improvements or landscaping within the designated Common Areas. Also, this prohibition shall not apply to landscaping of front or side yard areas of Lots extending up to the edge of the asphalt streets in the public right-of-way so long as they are in compliance with Meridian Firs 2 House Rule, Section "F".

**Section 6 Delegation of Use** Any owner may delegate, in accordance with the Bylaws, his or her right to enjoyment of the Common Areas and facilities to family members, tenants, and contract purchasers who reside on the property.

## ARTICLE V • MAINTENANCE OF THE COMMON AREAS - DELEGATION OF MANAGEMENT

**Section 1 Maintenance of Common Areas** Maintenance of the Common Areas and all improvements thereon is the sole responsibility of the Association. All maintenance of Lots and Residences located on the Properties is the sole obligation of the Owner, provided, however, the Association may, from time to time, provide certain common maintenance of Lots and Residences as may be determined to be in the best interests of all Owners. The Association will maintain and regulate the use of Common Areas for the benefit of each Lot within the Plat in accordance with requirements set forth by the Plat of Meridian Firs 2 and will do all things necessary to preserve and maintain the Common Areas for the purpose intended. It is the responsibility of the Association to maintain Tract A and Tract B, and the improvements thereon, to preserve the value of said Tract A and Tract B for the use and enjoyment of the Members of the Association in accordance with all restrictions and limitations established for said Tract A and Tract B through this

Declaration, the laws and ordinances of King County, Washington, and all other applicable statutes and regulations. The Board holds the exclusive right to establish use and operation standards for said Common Areas to preserve the value and desirability of said Common Areas for the enjoyment of the Members of the Association.

**Section 2 *Repair of Common Areas Pursuant to Meridian Firs 2 House Rules, Section A(2)*** Any damage to the Common Areas or improvements thereon, including landscaping plantings, fences, berms, etc., by the Owners or their children must be reported to the Association and be repaired within one (1) week by the Owners who (or whose dependents) caused the damages. If such repairs are not made in a timely manner, the Association will execute the repair and the Owner will be obligated to immediately pay the Association or its designee for the cost of the repair. If the Owner fails to promptly make payment for such repairs, the Owner will be charged interest at the rate of 12 percent (12%) per annum on the payment due, the payment due will be a personal liability of the Owner, and the amount of the payment due will be a lien on the Owner's Lot. If the damage cannot reasonably be repaired within one week, the time for the Owner to repair the Property may be extended by the Board to the time reasonably required to repair the Property, provided that the owner promptly communicates with the Board, begins, and diligently pursues, the repair of the damage.

**Section 3 *Native Growth Protection Easements or Tracts*** The Association will not permit any structures, filling, grading or obstruction to be placed beyond the building setback lines or within the Native Growth Protection Easements or Tracts unless the Association obtains the approval of Kent Department of Public Works. No decks, patios, out buildings, or overhangs are permitted beyond the building setback line or within the Native Growth Protection Easements or Tracts. Unless the Association obtains the approval of the Kent Department of Public Works, neither the construction of fencing nor the clearing or removal of trees or vegetation is permitted within the areas of the Native Growth Protection Easements or Tracts. Dead trees or vegetation growing within the Native Growth Protection Easements or Tracts which present a threat to life and property due to decay or other natural causes may be removed upon obtaining the approval of the Association. In the event of any conflict between this Section and any other section of this Declaration, the terms of this Section controls.

**Section 4 *Management*** Each Owner expressly covenants that the Board may delegate all or any portion of their management authority to management contracts or other service contracts to provide for maintenance of Common Areas and any portion thereof. Any management agreement or employment agreement for the maintenance or management may be terminable by the Association without cause upon ninety (90) days written notice thereof; the term of any such agreement will not exceed three (3) years, renewable by agreement of the parties for successive periods of up to three (3) years each. Each owner is bound to observe the terms and conditions of any such management agreement or employment contract, all of which will be made available for inspection by any Owner on request. Any fees or salaries applicable to any such management, employment or service agreement will be assessed to each Owner.

## **ARTICLE VI • ASSESSMENTS**

**Section 1 *Creation of Lien and Personal Obligation of Assessments*** Each Owner of any Lot, by acceptance of a deed therefore, whether or not it is so expressed in each deed, covenants and agrees to pay to the Association (a) annual assessments or charges, (b) special assessments for capital improvements, and (c) any assessments made by the Board within thirty (30) days of the date specified by the Association. The annual and special assessments, together with any interest, costs and any reasonable attorneys' fees incurred to collect such assessments, is a continuing lien on the land and all improvements thereon. Each such assessment, together with any interest, costs and reasonable attorneys' fees incurred in attempting to collect the assessment, is also be the personal obligation of the person who is the Owner of such Property at the time when the assessment fell due. The personal obligation for delinquent

assessments will continue even if the owner subsequently transfers legal or equitable title to the property. The Association must record such liens in the King County Recorders Office. It is the obligation of the seller and seller's agents to notify purchasers, grantees or transferees of any existing liens, unpaid assessments and the terms set forth in these covenants.

**Section 2 Purpose of Assessments** The assessments levied by the Association will be used exclusively to (a) promote the recreation, health, safety and welfare of the residents of the Properties, and (b) for the improvements and maintenance of the Common Areas as provided in Article V.

**Section 3 Assessments** The annual assessment shall be used by the Association for maintenance, repair, professional services, contract services and other purposes permitted by this declaration. The annual assessment may be increased by the Board to reflect increases in costs to manage the Association and to maintain and improve the Common Areas. Conversely, the Board holds the authority to reduce the annual assessments if economic data supports such a reduction because of reduced maintenance costs or other maintenance expenses or the accumulation of high reserve funds.

- (a) The annual assessment may be increased each year up to five percent (5%) above the maximum assessment for the previous year without a vote of the membership.
- (b) The annual assessment may be increased by more than five percent (5%) over the previous year's maximum annual assessment if approved by two-thirds (2/3) of the members of the Association, voting in person or by proxy at a meeting duly called for this purpose. This Article is subject to the provisions of Article I, Section 12 & 13 and Article IX, Section 3.
- (c) The Board of Directors will fix the annual assessment in accord with the above-recited provisions.

**Section 4 Special Assessment for Capital Improvements** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas not prohibited by these Covenants, Conditions and Restrictions, including fixtures and personal property related thereto. Any such assessment for those capital improvements or repairs exceeding \$15,000.00 must have the assent of two-thirds (2/3) of the members of the Association responding by voting in person or by proxy as a meeting duly call for this purpose. This Article is subject to the provisions of Article I, Section 12 & 13 and Article IX, Section 3.

**Section 5 Notice For Any Action Authorized Under Sections 3 and 4** Written notice of the place, day, hour, and purpose of any meeting called to take any action authorized under Sections 3 and 4 of this Article shall be sent to all members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting.

**Section 6 Uniform Rate of Assessment** Both annual and special assessments arising under Sections 3 and 4 of this Article must be fixed at a uniform rate for all Lots or properties. 1/12 of the annual assessment shall be collected monthly, unless otherwise determined by the Board of Directors.

**Section 7 Date of Commencement of Annual Assessment; Due Dates** The annual assessments described in this Article shall commence as soon this revised Declaration is approved in accordance with Article XII, Section 2. All assessments are due no later than the 15th day of each month.

**Section 8 Special Assessments for Repairs or Reimbursement** The Board or ACC has authority to collect the cost of any repairs or maintenance required due to violation of these covenants, by providing notification of a special



assessment against the responsible homeowner(s), lot owner(s) or tenant(s). Such a special assessment does not need to comply with Section 6. Notice of such an assessment and a date when payment is due shall be provided to the homeowner(s), lot owner(s) or tenant(s) by certified mail. If not paid when due, the amount owed is subject to lien rights and interest as set forth in Section 9 and 10 below.

**Section 9 *Effect of Non-Payment of Assessments; Remedies of the Association*** Meridian Firs 2 House Rules, Section “M” outlines the Association’s Delinquent Assessment policy and is hereby incorporated into the Covenants, Conditions, and Restrictions. Each owner hereby expressly vests in the Association, or its agent, the rights and powers to bring all actions against such Owner personally for the collection of such assessments as debts and to enforce lien rights of the Association by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in like manner as a mortgage of property. Such Owner hereby expressly grants to the Association the power of sale in connection with such liens. The liens provided for in this Section must be in favor of the Association and must be for the benefit of the Association. The Association holds the power to bid on an interest at foreclosure sale and to acquire, hold, lease, mortgage and convey the same. The Owner is responsible for payment of all attorneys’ fees incurred in collecting past due assessments or enforcing the terms of assessment liens (see Article XII, Section 5). No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Areas or abandonment of his Lot.

The Association holds the right to suspend the voting rights, cable service, and enjoyment of Common Areas of an Owner for any period during which any assessment against the Lot remains unpaid for any infraction of the terms of the Articles, Covenants, or Bylaws of the Association.

**Section 10 *Effect of Lien*** A lien under this section is prior to all other liens and encumbrances on the Lot or property affected except, (a) liens and encumbrances recorded before the recording of the notice of lien; (b) a mortgage on the unit recorded before the date on which the assessment sought to be enforced became delinquent; and (c) liens for real property taxes and other governmental assessments or charges against the property owner that have statutory priority to the assessment liens by law.

Sale or transfer of the property affected will not relieve the original property owner of his or her personal obligation to extinguish said liens, or provide payment for the Association’s costs and Attorneys’ fees as set forth in Section 8 of these Covenants, Conditions and Restrictions unless the Association receives full payment for all delinquencies and costs and fees owed at the time of sale.

All such liens shall attach to the property affected by the delinquency or non-compliance with these Covenants, Conditions and Restrictions, as well as constitute a personal obligation on the property owners whose name appears on the title at the time the assessment falls due.

**Section 11 *Exempt Property*** All property dedicated to and accepted by local public authority is exempt from the assessments provided for in this Article. Common Areas are also exempt from any and all assessments provided for in this Declaration. This section shall apply notwithstanding any other provision to the contrary in this Declaration.

## **ARTICLE VII • MAINTENANCE OF LOTS**

**Section 1 *Exterior Maintenance by Owner*** Meridian Firs 2 House Rules, Section “F” sets forth Owners’ exterior maintenance obligations and is hereby incorporated into the Covenants, Conditions and Restrictions.

**Section 2 Easements for Enforcement Purposes** Owners hereby grant to the Association an express easement for the purposes of going upon the Lots of Owners for the purpose of removing vehicles or other similar objects that are parked or stored in violation of the terms of the House Rules.

**Section 3 Lot Maintenance by the Association** In the event that an Owner shall fail to maintain the exterior of his premises and the improvements situated thereon in a manner consistent with maintenance standards of the Meridian Firs 2 House Rules, the Board shall, upon receipt of written complaint of any Owner and the subsequent investigation which verifies that complaint, have the right through its agents and employees to enter upon the offending Owner's Lot and repair, maintain and restore the Lot and exterior of the improvements on that Lot if the Owner shall fail to respond in a manner satisfactory to the Board within ten (10) days after receiving notice of the need for corrective action. The cost of such repair, maintenance, or restoration will be assessed against the Lot, and the Board has the right to record a notice of lien for labor, materials furnished, contractor fees, and other costs incurred, including attorney's fees, associated with the Board's restoration action. The lien may be enforced in the manner provided by law and as provided for in this Declaration. In the event the estimated cost of repair shall exceed one percent (1%) of the County Tax Assessor's value of the Lot, with its improvements, the Board will be required to seek approval of two-thirds (2/3) of the members of the Association responding by voting in person or by proxy at a meeting duly called for this purpose before undertaking such repairs. This Article is subject to the provisions of Article I, Section 12 & 13 and Article IX, Section 3.

## ARTICLE VIII • PARTY WALLS

**Section 1 Definition** A "party wall" is a wall on the dividing line between the Lots.

**Section 2 Sharing of Maintenance and Repair** The cost of reasonable repair and maintenance of a party wall will be equally divided between the Owners of the Lots adjacent to the party wall, unless one Owner was solely responsible for the damage to the party wall. If one Owner caused most of the damage to the wall, the repair costs will be determined and collected in the same manner presented in Article V, Section 2.

**Section 3 Destruction by Fire or Other Casualty** If a party wall is destroyed or damaged by fire or other casualty, any Owner of a Lot adjacent to the party wall may restore it, and other Owners of Lots adjacent to the party wall shall contribute to the cost of the party wall's restoration without prejudice to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

**Section 4 Right to Contribution Runs with Land** The right of any Owner to contribution from any other Owner under this Article is appurtenant to the land and passes to such Owner's successors in title.

**Section 5 Mandatory Arbitration** In the event of any dispute concerning a party wall, the parties must elect an arbitrator to resolve the dispute, and the prevailing party will be entitled to attorneys' fees and costs.

## ARTICLE IX • HOMEOWNERS' ASSOCIATION

**Section 1 Non-Profit Corporation** The Association is a non-profit corporation under the laws of the State of Washington.

**Section 2 Membership** Every person or entity who is an Owner of any Lot is a member of the Association. Membership is appurtenant to the Lot and may not be separated from ownership of any Lot and cannot be assigned or conveyed in any way except upon the transfer of title to, or a real estate contract vendee's interest in, said Lot and then

only to the transferee of either the title to the Lot or the vendee's interest in the Lot. All Owners shall have the rights and duties specified in the Articles of Incorporation and the Bylaws of the Association.

**Section 3 Voting Rights** Members are entitled to one (1) vote for each Lot owner. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they, by majority, determine, but in no event will more than one (1) vote be cast with respect to any Lot, nor shall any vote be divided. When more than one person holds an interest in any Lot, all such persons must unanimously designate (in writing delivered to the secretary of the Association) one of the persons to vote (in person or by proxy) the vote for such Lot. The voting rights of any Member may be suspended as provided for in this Declaration, Articles of Incorporation, or Bylaws of the Association. The Association holds right to suspend the voting rights of a member for any period during which any assessment, or any other charge (as defined in Article XII, Section 6), against the Lot remains unpaid. A member with suspended voting rights will still counted to establish the required quorum.

**Section 4 Meetings** Meetings shall be conducted in accord with the specifications set forth in the Bylaws of Meridian Firs 2 Homeowners' Association.

**Section 5 Association Powers** These Covenants do not restrict the Association's powers under RCW 64.38.

## ARTICLE X • MANAGEMENT BY BOARD

**Section 1 The Board of Directors** The Association will be managed by, and administrative power vested in, a Board of nine (9) directors. These Directors must be Members of the Association. The Association, by Amendment of the Bylaws, may increase or decrease the number of Directors.

**Section 2 Terms** Terms of office for individual Directors will be two years. A staggered nomination and election schedule will be established to protect against block turnover of all Association Directors and to ensure continuity is maintained.

**Section 3 Powers of the Board** All powers of the Board must be exercised in accord with the specifications which are set forth in the Bylaws. The Board, for the benefit of all the Properties and the Lot Owners, shall enforce the provisions of this Declaration and the Bylaws. In addition to the duties and powers imposed by the Bylaws and any resolution of the Association that may be hereafter adopted, the Board shall have the power and be responsible for the following, in way of explanation but not limitations:

- (a) **Insurance** Obtain policies of insurance for Common Areas.
- (b) **Legal and Accounting Services** Obtain legal and accounting services if necessary to the administration of Association affairs, administration of the Common Areas and the enforcement of this Declaration.
- (c) **Maintenance** All costs of maintaining the Common Areas will be paid from Association funds.
- (d) **Maintenance of Lots** Subject to the requirements of Article VII, Sections 1 thru 3, maintain any Lot if such maintenance is reasonably necessary in the judgment of the Board to (1) protect Common Areas or (2) to preserve the appearance and value of the Properties or Lot. The Board may authorize such maintenance activities if the Owner or Owners of the Lot have failed to perform maintenance within a reasonable time after written notice of the necessity of such maintenance has been delivered, provided that the Board shall levy a special assessment against the Lot and the Lot for the cost of such maintenance.

- (e) **Discharge of Liens** May pay any amount necessary to discharge any lien levied against the entire Properties or any part thereof, which is claimed or may, in the opinion of the Board, constitute a lien against the Properties rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such a lien, they shall be jointly and severally liable for the entire cost of discharging the lien(s) and all of any costs or expenses, including reasonable attorneys' fees and costs of title search incurred by the Board by reason of such lien or liens. Such fees and costs will be assessed against the Owner or Owners and the Lot(s) responsible to the extent of their responsibility.
- (f) **Utilities** Pay all utility charges attributable to Common Areas and Common Maintenance Areas.
- (g) **Security** Pay all costs deemed appropriate by the Board to ensure adequate security for the Lots and Common Areas constituting the residential community created on the Properties.
- (h) **Right to Contract** Have the exclusive right to contract for goods, services, maintenance, and capital improvements provided, however, that such right of contract shall be subject to the provisions of this Declaration.
- (i) **Improvement of Common Areas** Improve the Common Areas with capital improvement to such Common Areas. This Article is subject to the provisions of Article I, Section 12 & 13 and Article IX, Section 3.
- (j) **Right of Entry** Enter any Lot or Residence, when reasonably necessary, in the event of emergencies or in connection with any maintenance, landscaping or construction for which the Board is responsible. Except in cases of emergencies, the Board, its agents or employees shall attempt to give notice to the Owner or occupant of any Lot or Residence, 24 hours prior to such entry. Such entry must be made with as little inconvenience to the Owners as practicable, and any damage caused thereby must be repaired by the Board, at the Association's expense, if the entry was due to an emergency (unless the emergency was caused by the Owner of the Lot entered, in which case the cost shall be specifically assessed to the Lot and against the Owner of the Lot). If the repairs or maintenance activities were necessitated by the Owner's neglect of the Lot, the cost of such repair or maintenance activity shall be specifically assessed to that Lot and against the Owner of that Lot as provided in Article VI, Section 8. If the emergency or the need for maintenance or repair was caused by another Owner or another Lot, the cost thereof shall be specifically assessed against the Owner of the other Lot and against the other Lot.
- (k) **Promulgation of Rules** Adopt and publish any rules and regulations governing the members and their guests and establish penalties for any infraction thereof.
- (l) **Declaration of Vacancies** Declare the office of a member of the Board to be vacant in the event that a member of the Board is absent from three (3) consecutive regular meetings without approval by the Board
- (m) **Employment of Manager** Employ a manager, as independent contractor, or such other employees as the Board deems necessary and describe the duties of such employees.
- (n) **Payment for Goods and Services** Pay for all goods and services required for the proper functioning of the Common Areas.
- (o) **Impose Assessments** Impose annual and special assessments.
- (p) **Bank Accounts** Open bank accounts on behalf of the Association and designate the signatories required.

- (q) **Exercise of Powers, Duties, and Authority** Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of the Bylaws, Articles or Incorporation, or this Declaration. The Board shall have all powers and authority permitted under this Declaration and the Bylaws. However, nothing herein contained shall be construed to give the Board authority to conduct a business for profit on behalf of all the Owners or any of them.

## ARTICLE XI • LAND USE RESTRICTIONS, BUILDING RESTRICTIONS, ARCHITECTURAL CONTROL COMMITTEE

No building, fence, wall or other structure, nor exterior alteration or addition, can be commenced or erected without approval by the Architectural Control Committee.

Meridian Firs 2 House Rules sets forth all Land Use Restrictions, Building Restrictions, and Architectural Control Committee procedures and rules, and is hereby incorporated into the Covenants, Conditions, and Restrictions.

## ARTICLE XII • GENERAL PROVISIONS

**Section 1 Integration** These covenants incorporate the Meridian Firs 2 House Rules, provided in Exhibit B. and any amendments thereto. In case of a conflict between this Declaration and the Bylaws or Articles of Incorporation, this Declaration prevails, unless otherwise stated in a future amendment to the Bylaws or Articles of Incorporation.

**Section 2 Covenants Running with the Land** These covenants are to run with the land and be binding on all parties and persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time the covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the individuals then owning Lots has been recorded which reflects their intent to amend, or remove the covenants in whole or in part. These covenants will replace and supersede any prior covenants in effect. The effective date for these revised covenants is the date when this document is signed by the President of the Association, which can occur only after a sufficient number of ballots (70% of the homeowners based on the prior covenants) have approved these revisions.

**Section 3 Amendment** The covenants and restrictions articulated in this Declaration shall run with the land and bind the land for a term of thirty (30) years from the date that this Declaration is recorded. After 30 years have expired, the covenants shall be automatically extended in accordance with the provisions set forth in Section 1 of this Article. This Declaration may be amended if at least seventy percent (70%) of the members present at a meeting in person or by proxy vote to amend particular provisions of this instrument then in affect (including any prior amendments). This Article is subject to the provisions of Article I, Section 12 & 13 and Article IX, Section 3. All amendments must be filed with the office of the King County Auditor.

**Section 4 Insurance** The Association shall have no obligation to obtain any insurance on the Lots or the structures located on the Lots except as expressly provided herein.

**Section 5 Enforcement** The Association, the Board, or any Owner shall have the right to enforce, by any legal proceeding, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. If an Owner seeks enforcement action against another Owner without Association or Board approval, the Association and Board have no obligation to reimburse that Owner for costs and expenses incurred in the enforcement action.

**Section 6 Attorneys' Fees** In the event that it is necessary to seek the services of any attorney in order to enforce any (1) provision of this Declaration, or (2) lien created pursuant to the authority of this Declaration, the individual against whom enforcement is sought shall be personally obligated to pay any attorneys' fees incurred. If the Owner fails to pay such fees within thirty (30) days, such fees shall become a lien against the Owner's Lot. In any legal action commenced in order to enforce the provisions of this Declaration, the prevailing party shall be entitled to recover all reasonable attorneys' fees and expert witness fees incurred in order to enforce the provisions of this Declaration. The prevailing party shall also be entitled to recover all costs.

**Section 7 Liens for Other Charges** This Section shall apply to all fees, charges, penalties, interest, costs, attorney's fees and other amounts assessed against an Owner or the Owner's Lot (the "other charges") and which are not described in Sections 3 and 4 of Article VI of this Declaration (the "regular assessments"). Unless otherwise provided in this Declaration, the other charges shall be a personal obligation of the Owner, and also a lien against the Owner's Lot(s) identical to the lien of the regular assessments. The liens upon Lots for other charges may be recorded, collected and foreclosed in the same manner as liens for regular assessments, with the costs (including reasonable attorney's fee) of collection or foreclosure, or both, to be additional "other charges" for which the Owner shall be personally liable and which shall be a lien on the Owner's Lot enforceable as provided in this Section.

**Section 8 Interest** All assessments, penalties, liens, fines, and other charges shall bear interest, if not paid when due, at the rate of (12%) per annum until paid in full. The interest shall accrue from the due date.

**Section 9 Successors and Assigns** The covenants, restrictions and conditions articulated in this Declaration shall run with the land and shall accordingly be binding on all successors and assigns.

**Section 10 Severability** The invalidity of any one or more phases, clauses, sentences, paragraphs or sections herein or in the House Rules shall not affect the remaining portions of this Declaration or any part thereof. In the event that one or more of the phases, clauses, sentences, paragraphs or sections contained herein should be invalid, this Declaration shall be construed as if the invalid phrase, clause, sentence paragraph or section had not been inserted.

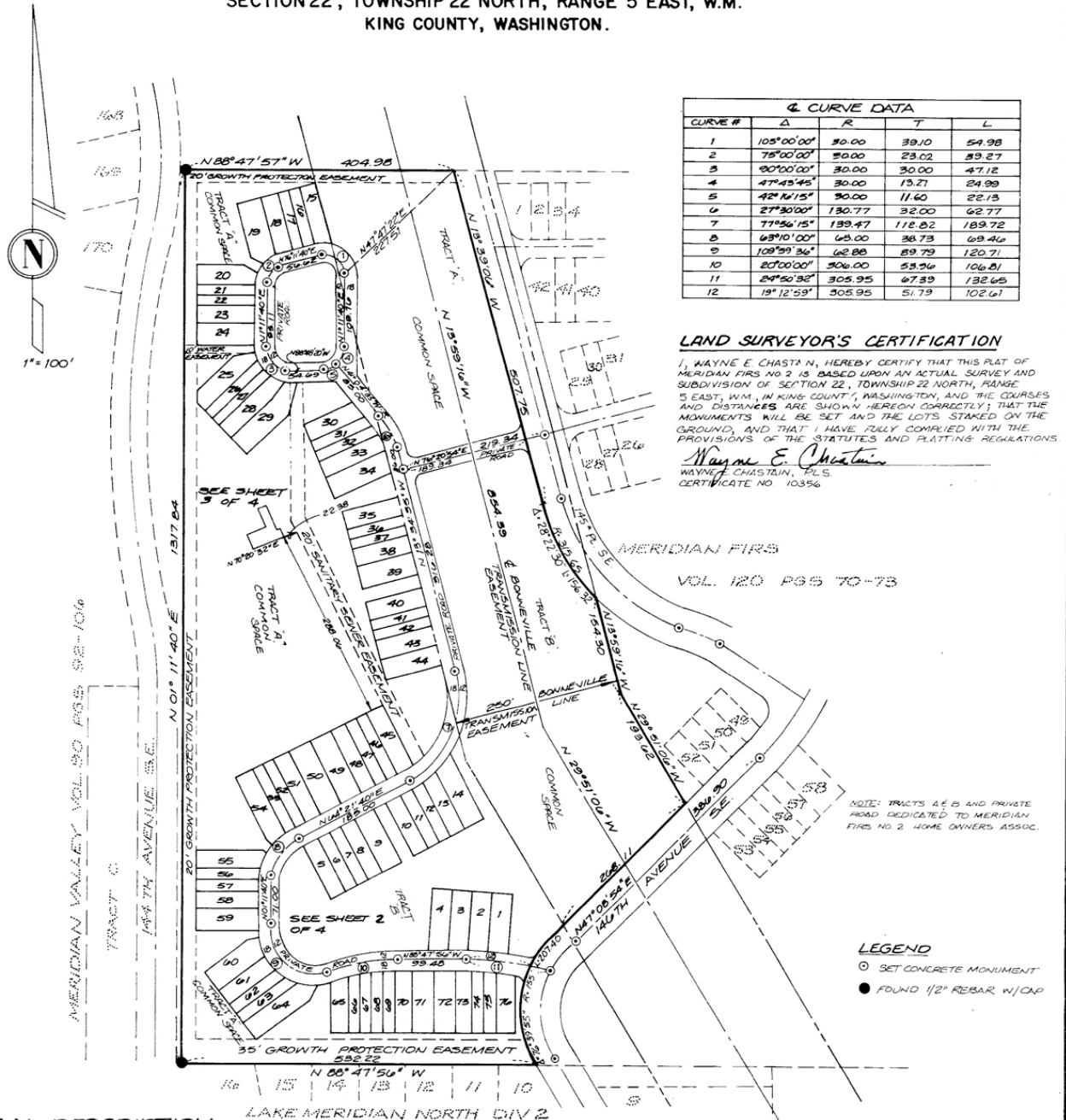
**Section 11 Rule Against Perpetuities** In the event that any provision or provisions of this Declaration violate the rule against perpetuities, such provision or provisions shall be construed as being void and of no effect as of twenty-one (21) years after the death of the last surviving member of the Board appointed by the Association, at the time these covenants are adopted. All such provisions shall be given full effect until the particular provisions become void under this Section.

## **EXHIBIT A • LEGAL DESCRIPTION FOR MERIDIAN FIRS 2**

Lots 1 thru 76, inclusive, as per plat recorded in volume 124 of Plats on pages 83-86, Records of King County, State of Washington.

# THE PLAT OF MERIDIAN FIRS NO. 2 A PLANNED UNIT DEVELOPMENT

A REPLAT OF LOT 59 OF THE PLAT OF MERIDIAN FIRS, VOL. 120, PGS. 70-73  
SECTION 22, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M.  
KING COUNTY, WASHINGTON.



## LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, T.22 N., R.5 E., W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:  
LOT 59 OF THE PLAT OF MERIDIAN FIRS AS RECORDED IN VOLUME 120 OF PLATS, PGS. 70-73, RECORDS OF KING COUNTY, WASHINGTON.  
SUBJECT TO AND TOGETHER WITH EASEMENTS, RESERVATIONS AND EXCEPTIONS AS RECORDED UNDER AUDITOR'S FILE NOS. 3150788, 740423-0486, 810922-0457, 811015-0614, 830120-0546, 820204-0104 AND 820204-0105.  
TOGETHER WITH PRIVATE ROAD "B" AS SHOWN ON SAID PLAT OF MERIDIAN FIRS.

SHEET 1 of 4

TOWNSEND-CHASTAIN &amp; ASSOC., INC.

DEVELOPMENT CONSULTANTS  
LAND SURVEYORS409 SOUTH 3rd AVENUE  
KENT, WASHINGTON 98031  
(206) 854-2043



IN WITNESS WHEREOF the undersigned being the Declaring herein, have hereunto set their hand and seal this 20 day of Dec 2004.

Fred Warden

Michael Weros

[Signature]

[Signature]

STATE OF WASHINGTON

COUNTY OF KING

I certify that I know or have satisfactory evidence that Fred Warden signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Covenants, Conditions & Restrictions of Meridian Firs II HOA to be the free and voluntary act of such part for the uses and purposes mentioned in the instrument.



Date December 20, 2004

Signature of Notary Public

April L. Jendresen

My Appointment Expires

1-9-07