

The guidelines under which the Autumn Meadows Homeowners Association operates are divided into two sections:

1. The **Bylaws** outline how the organization is set up and the basics of its operation . . . items such as officers, terms of office, meetings, dues, use of maintenance funds, etc. These Bylaws were adopted by the Association on December 2, 1987 and amended/updated in April of 1996, August of 2008, and October of 2022.
2. The **Covenants, Conditions and Restrictions** (CC&Rs) address more specific issues, such as voting rights, architectural control, special assessments, use restrictions, etc. The original legal document from which this amended version was obtained was signed in April 1989 and amended/updated in April of 1996, August of 2008, and October of 2022.

BYLAWS

(AS AMENDED OCTOBER 2022)

ARTICLE I - OFFICERS

1.1 - EXECUTIVE OFFICERS: (As Amended)

The executive officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer. These officers shall hold office for one year and shall be elected by the Board of Directors at the first board meeting after the annual meeting. An officer's term of office is one year, unless such term terminates sooner by resignation, removal, or disqualification to serve.

1.2 - PRESIDENT:

Subject to the direction of the Board of Directors, the President shall be the chief executive officer of the Association and shall perform such other duties as from time to time may be assigned to him/her by the Board. The President shall be ex-officio, a member of all committees.

1.3 - VICE PRESIDENT:

The Vice President shall have such power and perform such duties as may be assigned to him/her by the Board of Directors or the President. In case of the absence or disability of the President, the duties of that office shall be performed by the Vice President.

1.4 - SECRETARY:

The Secretary shall keep the minutes of all proceedings of the Board of Directors and all committees and the minutes of the members' meetings in books provided for that purpose; he/she shall have custody of the Corporate seal and such books and papers as the Board may direct, and he/she shall, in general, perform all the duties incident to the office of Secretary, subject to the control of the Board of Directors and the President; and he/she shall also perform such other duties as may be assigned to him/her by the President or by the Board.

1.5 - TREASURER: (As Amended)

The Treasurer shall have custody of all receipts, disbursements, funds, and securities of the Association and shall perform all duties incident to the office of Treasurer, subject to the control of the Board of Directors and the President. He/she shall perform such other duties as may from time to time be assigned to him/her by the Board of Directors or the President. The Board may, in its sole discretion and at Association expense, obtain fidelity insurance to insure the proper handling of the Association's assets.

1.6 - SUBORDINATE OFFICERS:

The President, with the approval of the Board of Directors, may appoint such other officers and agents as the Board may deem necessary, who shall hold office during the pleasure of the Board, and shall have such authority and perform such duties as from time to time may be prescribed by the President of the Board.

ARTICLE II - BOARD OF DIRECTORS

2.1 - NUMBER: (As Amended)

The business and affairs of the Association shall be managed by a Board of Directors which shall consist of not less than three (3), nor more than seven (7) members. All directors must be a homeowner within the Association, in good standing, and shall take office immediately after selection.

2.2 - EXECUTIVE COMMITTEE:

The Board of Directors may elect from their number an executive committee consisting of not less than three (3) members of the Board, which committee shall have all the powers of the Board of Directors between meetings, regular or special. The President of the Association shall be a member of and shall be chairman of the executive committee.

2.3 - REGULAR MEETINGS:

The Board shall meet for the transaction of business at such place as may be designated from time to time.

2.4 - SPECIAL MEETINGS:

Special meetings of the Board of Directors may be called by the President or by a majority of the Board at any time or place, provided reasonable notice of such meetings shall be given to each member of the Board before the time appointed for such meetings.

2.5 - QUORUM OF THE BOARD:

The directors shall act only as a board, and the individual directors shall have no power as such. A majority of the Board for the time being in office shall constitute a quorum for the transaction of business, but a majority of those present at the time and place of any regular or special meeting, although less than a quorum, may adjourn the same from time to time without notice until the quorum be at hand. The act of a majority of directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise provided by law.

2.6 - ANNUAL REPORT:

The Board of Directors, after the close of the fiscal year, shall submit to the members of the Association a report as to the condition of the Association and its property, and shall also submit an account of the financial transactions of the past year.

2.7 - VACANCIES:

Whenever a vacancy in the membership of the Board shall occur, the remaining members of the Board shall have the power, by a majority vote to select a member of the Association to serve the unexpired term of the vacancy.

2.8 - TERM OF OFFICE: (As Amended)

The Board of Directors are elected by the members of the Association and shall consist of three to seven members as set forth in paragraph 2.1. Board members shall serve a term of office for a period of two consecutive years. Dismissal of any Board Member shall be in accordance with RCW 64.38.025(5).

<https://app.leg.wa.gov/rcw/default.aspx?cite=64.38>

2.9 - DIRECTOR DUTIES: (As Amended)

A person shall perform the duties of a Director or an Officer (i) in good faith, (ii) in a manner the person reasonably believes to be in the best interest of the Association, (iii) with the care an ordinarily prudent person in a like position would use under similar circumstances, and (iv) with the degree of care and loyalty required of a Director or Officer of a corporation organized under Ch. 24.03A RCW. A person performing such duties may rely on information, opinions, reports, or statements, including financial statements or other financial data, prepared or presented by a source the person reasonably believes to be reliable and competent in the matters presented, unless and until the person has reasonable cause to believe that such reliance is no longer warranted. A Board may also exercise its judgment when deciding if, and how, to enforce the governing documents.

ARTICLE III - MEETINGS OF MEMBERS

3.1 - ANNUAL MEETING: (As Amended)

There shall be an annual meeting of the members of the Association during the month of November for the transaction of Association business.

Written notice of the time and location of such meeting shall be mailed or emailed (for those owners who have consented in writing to receive notices via email) to each member of record at least fourteen (14) days prior to said meeting. The notice contents shall be in accordance with RCW 64.38.035(3)

The use of telephonic, video, or other conferencing tools for any Association meeting will be at the discretion of the board of directors. RCW 64.38.035(3)

3.2 - SPECIAL MEETINGS: (As Amended)

Special meetings of the members shall be held whenever called by the Board of Directors or by the holders of at least ten (10) memberships.

Written notice of the time and location of such meeting shall be mailed or emailed (for those owners who have consented in writing to receive notices via email) to each member of record at least fourteen (14) days prior to said meeting. The notice contents shall be in accordance with RCW 64.38.

The use of telephonic, video, or other conferencing tools for any Association meeting will be at the discretion of the board of directors and conducted in accordance with RCW 64.38.

3.3 - PROXY:

Each member may cast one vote, either in person, by proxy, or by absentee ballot, for each Lot owned by that particular member. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot; provided further, that in the event any of the Lots in Autumn Meadows, including all divisions thereof, are platted or re-platted into condominiums, the owner of any condominium unit shall be entitled to one vote per unit.

3.4 - QUORUM: (As Amended)

The presence in person, by electronic communication, or by proxy of members of the association holding 34% (62 out of 181 lots) of the total votes of the Association shall constitute a quorum. RCW 64.38. Once a quorum is achieved, approval threshold is simple majority (greater than 50%)

3.5 - ORDER OF BUSINESS: (As Amended)

The order of business at meetings of the Association shall be determined by the Board, but generally will be as follows: 1. Roll Call; 2. Proof of notice of meeting or waiver of notice; 3. Minutes of the preceding meeting; 4. Reports of officers; 5. Reports of committees; 6. Election of Directors (annual meeting or special meeting call for such purpose); 7. Unfinished business; 8. New business; 9. Adjournment

3.6 – DRAFT MINUTES (As Amended)

As required by RCW 64.38.035(1), the Association must make minutes from the previous Annual meeting available for examination and copying not more than

sixty (60) days after the Annual Meeting, provided that actual approval of those Annual Meeting minutes will take place at the following Annual Meeting.

ARTICLE IV - MEMBERSHIP

4.1 - QUALIFICATIONS: (As Amended)

Every person or entity who is an owner of record of any Lot which is subject by covenants of record to assessment by the Association, shall be a member of the Association. Each Lot has one vote. Where two or more persons are stockholders in a corporation owning real property in Autumn Meadows, including all divisions thereof, one and only one shall become a member. No owner shall have more than one membership, and only members shall be entitled to vote. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

Whenever a member shall cease to own real property in Autumn Meadows, including all divisions thereof, or shall cease to own stock in a corporation that owns real property in such plat, such member shall automatically be dropped from the membership roll of the Association.

4.2 - MEMBERS:

A member shall have no vested right, interest, or privilege of, in or to the assets, functions, affairs or franchises of the Association, or any right, interest, or privilege which may be transferable or inheritable, or which shall continue after his/her membership ceases, or while he is not in good standing.

4.3 - MANNER OF ADMISSION:

Any person or entity that becomes a record owner of any Lot (excluding holders of security interest only) or becomes a purchaser under a real estate contract for any Lot, shall automatically become a member. It shall be the duty of such member forthwith to advise the Secretary of the Association in writing of the member's name and address.

4.4 - ANNUAL DUES:

Every member shall be required to pay annual dues in the amount established by the Board of Directors, or by the members, from year to year.

ARTICLE V - LOSS OF PROPERTY

5.1 - BOARD LIABILITY:

The Board of Directors shall not be liable or responsible for the destruction or the loss of or damage to the property of any member or the guest of any member, or visitor, or other person.

ARTICLE VI - MAINTENANCE CHARGES

6.1 - BUDGET AND ANNUAL DUES: (As Amended)

The Board of Directors shall determine the annual assessment amount as provided for in Article VI of the Bylaws for Autumn Meadows during the month of November. The Board shall adopt its annual budget for the Association in the manner set out in RCW 64.38. Thereafter, the Board of Directors shall send a statement of dues to each member at the member's last registered address with the Association. All assessments shall be due and payable on January 1. Assessments which are not paid by January 31 shall be delinquent. There shall be added to all delinquent assessments a late charge equal to 1/12th of the Assessment amount for each month or portion of a month during which the assessment remains unpaid. In no event shall partial payments be accepted by the Association. If an assessment, together with late charges, remains unpaid as of March 31, then the Secretary or Treasurer of the Association shall file a notice of its lien in accordance with Paragraph 7.1 of the Bylaws and Paragraph 6.6 of the Covenants, Conditions and Restrictions for Autumn Meadows. The lien shall be released only upon payment of the original amount of the Assessment, together with attorney and filing fees, and all accrued and unpaid late charges. Monthly late charges shall not be pro-rated.

6.2 - ASSESSMENT INCREASES: (As Amended)

While following the budget ratification process set out in RCW 64.38.025(3) applies for the levying of assessments that do not exceed twenty-percent (20%) of the existing annual assessment charge, any proposed increase in the annual assessment charge equal to or greater than twenty-percent (20%) of the existing annual assessment must be approved by a two-thirds of the votes cast at a membership meeting at which a quorum has been established.

6.3 - THE MAINTENANCE FUND: (As Amended)

The Maintenance Fund may be used:

- a) For lighting, improving, and maintaining streets and dedicated right of way areas maintained for the general use of the owners and occupants of the land included in Autumn Meadows, including all divisions thereof.
- b) For paying real estate taxes and insurance premiums on the Common Areas.
- c) For operating and maintaining any storm water drains now or hereafter constructed in such subdivision that are not or will not be under the direct supervision of the state or county.
- d) For employing law enforcement and security personnel.

- e) For establishing and maintaining any park or recreational facilities on the common areas of Autumn Meadows, including all divisions thereof. and
- f) For funding administrative and legal costs of the Association.
- g) For doing other things necessary or desirable, in the opinion of the Board of Directors of the Association, to keep the property in good order for the general benefit of the owners or occupants of the land included in Autumn Meadows.

6.4 - LIENS: (As Amended)

The Association shall have a lien on all the Lots in Autumn Meadows, including all divisions thereof, to secure the payment of maintenance charges due and to become due, and the owners of record of such Lots shall be personally liable for all maintenance charges.

6.5 - STATEMENT REQUESTS: (As Amended)

Upon demand, the Association shall furnish to any owner or mortgagee or other interested person a statement showing the unpaid maintenance charges against any Lot or Lots.

6.6 - LIEN SUBORDINATION:

The Association may, in its discretion, subordinate in writing, for limited periods of time, the liens of the Association against any Lot or Lots for the benefit or better security of a mortgagee.

ARTICLE VII - NOTICE

7.1 - NOTICES: (As Amended)

All notices given to Association members or to the Board shall be in writing and may be delivered either personally, electronically (for those owners who have consented in writing to receive notices via email), or by mail. If delivery is made by mail, the notice shall be deemed to have been delivered two (2) days from the date upon which the notice was sent to the person entitled to such notice at the most recent address on file. Notice to any Owner shall be sufficient if mailed to the Owner's Lot if no other mailing address has been given to the Board.

(Ref: <https://www.autumnmeadowshoa.com/>)

7.2 - WAIVER OF NOTICE:

Any notice required to be given by these Bylaws may be waived by the person entitled thereto.

ARTICLE VIII - FISCAL YEAR

8.1 - FISCAL YEAR:

Fiscal year of the Association shall begin on the first day of January and terminate on the thirty-first day of December of each year.

ARTICLE IX - AMENDMENTS

9.1 - AMENDMENTS: (As Amended)

These Bylaws may be amended by approval of a majority of the total voting power in the Association (91 of 181 lots). Approval can be given at an Association Meeting, by action without a meeting, or by any combination of these methods for obtaining Member approval. The amendment when adopted shall bear the signature of an Officer, who shall certify that the amendment was properly adopted. Such certification shall be conclusive as to the procedural validity of the Amendment.

ARTICLE X - ADOPTION

10.1 - ADOPTION: (As Amended)

These Bylaws are duly adopted by the Association, and the Association seal thereof affixed on the ____ day of ____, 2022.

COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&RS) (AS AMENDED October 2022)

ARTICLE I - DEFINITIONS

Section 1.1: ASSOCIATION

“Association” shall mean and refer to AUTUMN MEADOWS HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 1.2: PROPERTIES

“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 1.3: COMMON AREA

“Common Area” shall mean all real property owned by the Association for the common use and enjoyment of members of the Association.

Section 1.4: LOT

“Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map or maps of the properties with the exception of the Common Area contained therein.

Section 1.5: MEMBER

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

Section 1.6: OWNER

“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 a part of the Properties, except the purchasers under a real estate contract shall be deemed the “owner”, as against the contract seller. Those having an interest merely as security for the performance of an obligation shall not be deemed an “owner” as herein provided.

Section 1.7: DECLARANT

“Declarant” shall mean and refer to PIONEER PROPERTIES, INC. AND RICHARD a. JOHNSON & CO., INC., its successors and assigns.

Section 1.8: GENERAL PLAN

“General Plan” as approved by the County of Snohomish shall mean the preliminary and final plat for planned residential development and contain: (a) a general indication of size and location of additional development phases and proposed land uses in each; (b) the approximate size and location of common properties; (c) the general nature of proposed common facilities and improvements.

ARTICLE II - ANNEXATION OF ADDITIONAL PROPERTIES

Section 2.1: ANNEXATION (As Amended)

Annexation of additional property other than that included in the General Plan referred to in section 1.8 above, when requested by the owner or owners of such additional property, shall be approved by a majority of the total voting power in the Association (91 of 181 lots). Approval can be given at an Association Meeting, by action without a meeting, or by any combination of these methods for obtaining Member approval. The Annexation when approved shall bear the signature of an Officer, who shall certify that the Annexation was properly approved. Such certification shall be conclusive as to the procedural validity of the Annexation.

Subsequent divisions of Autumn Meadows which encompass property identified in the General Plan shall not be considered annexations subject to this Article. Rather such divisions, when developed, shall constitute “Lots” and “Properties” and the respective owners thereof shall be “members” of the Association.

ARTICLE III - MEMBERSHIP

Section 3.1: MEMBERSHIP OF OWNERS

Every person or entity who is an “owner” of record of any Lot which is subject to 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 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

Section 4.1: ONE VOTE PER LOT

Each member shall have one vote for each Lot owned whether improved or not. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for each 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 V - PROPERTY RIGHTS

Section 5.1: MEMBERS EASEMENTS OF ENJOYMENT (As Amended)

Every member shall have a nonexclusive right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with 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 to borrow money for the purpose of improving the Common Area and facilities and in aid thereof convey a security interest in said property, and the rights of such security holder 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 such times any assessment against his/her Lot remains unpaid; and for a period not to exceed 180 days for an 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.

Any such dedication or transfer shall be approved by a majority of the total voting power in the Association (91 of 181 lots). Approval can be given at an Association Meeting, by action without a meeting, or by any combination of these methods for obtaining Member approval. The dedication or transfer when adopted shall bear the signature of an Officer, who shall certify that the dedication or transfer was properly approved. Such certification shall be conclusive as to the procedural validity of the dedication or transfer.

- f) The right of members from subsequent divisions of Autumn Meadows, when developed, to use and enjoy the common area consistent with the rights and responsibilities set forth herein.

Section 5.2: TITLE TO THE COMMON AREA

The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Association subject to encumbrances and liens arising by virtue of development of the property as well as easements for utilities including maintenance thereof and the right of the public to make necessary slopes for cuts or fills in the reasonable original grading of public ways dedicated in the plat.

ARTICLE VI - COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 6.1: CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENT

The Declarant, for each Lot owned within the Properties hereby covenants, and Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, and (b) special assessments for capital improvements, 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 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. The personal obligation shall not pass to his/her successors in title unless expressly assumed by them. Subsequent divisions of Autumn Meadows shall not be subject to assessment until after the final plat(s) therefore is recorded.

Section 6.2: 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 in 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 6.3: MAINTENANCE CHARGES (As Amended)

The Board of Directors of the Association shall have the right and power to subject the property situated in the plats of Autumn Meadows, except the common areas, to a monthly maintenance charge. At the discretion of the Board of Directors of the Association, the monthly charge may be aggregated and billed annually or for any portions of a year. Commencing January 1, 1988, and on the same day of each year, thereafter, each owner of property in Autumn Meadows shall pay to the Association, in advance, the maintenance charges against his/her property, and such payments shall be used by the Association to create and continue a maintenance fund to be used by the Association as hereinafter stated. The charge will be delinquent when not paid within thirty (30) days after it becomes due. In the event that an owner acquires title to property in Autumn Meadows after the annual due date for the maintenance charge, then such owner shall be given a pro rate credit for the annual maintenance charge from the due date to the date on which said owner acquires title or becomes a contract purchaser.

The Board shall adopt its annual budget for the Association in the manner set out in RCW 64.38.025(3). While following the budget ratification process set out in

RCW 64.38.025(3) applies for the levying of assessments that do not exceed twenty-percent (20%) of the existing annual assessment charge, any proposed increase in the annual assessment charge equal to or greater than twenty-percent (20%) of the existing annual assessment must be approved by a two-thirds of the votes cast at a membership meeting at which a quorum has been established.

Section 6.4: USES OF THE MAINTENANCE FUND (As Amended)

The Maintenance Fund may be used as defined in the Bylaws
See Bylaws Article VI, specifically Section 6.3.

Section 6.5: 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 Commons 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 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 thirty (30) days nor more than (60) days in advance of the meeting for the purpose of the meeting.

Section 6.6: REMEDIES FOR NONPAYMENT OF ASSESSMENT (As Amended)

The Association shall have a lien on all Lots in Autumn Meadows to secure the payment of maintenance charges due or to become due, and the record owners of such Lots shall be personally liable for all maintenance charges. The Association may bring an action at law against the Owner personally obligated to pay the same, including the cost of foreclosing the lien against the property, plus reasonable interest costs and attorney's fees of any such action. 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/her Lot. Upon demand, the Association shall furnish to any owner or mortgagor or other interested person a statement showing the unpaid maintenance charges against any Lot or Lots.

Section 6.7: UNIFORM RATE OF ASSESSMENT (As Amended)

Both annual and special assessments must be fixed at a uniform rate for all Lots and shall be collected on an annual basis or as set by the Board.

Section 6.8: Quorum for Any Action Authorized Under Section 5.1 (As Amended)

A quorum is present throughout any Association Membership meeting if the Owners of Lots to which at least thirty-four percent (34%) of the total votes of the Association are present in person or by proxy at the beginning of the meeting (62 of 181 lots). A quorum is not required for a budget ratification meeting.

Section 6.9: Date of Commencement of Annual Assessments - Due Dates: (As Amended)

The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment. The Association shall upon demand at any time furnish a statement in writing signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid. A reasonable charge may be made by the Board for issuance of these statements. Such statements shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6.10: SUBORDINATION OF THE LIEN TO MORTGAGES

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage, mortgages or deed of trust, and the Association will, upon demand, execute a written subordination in accordance with this paragraph. 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 trust deed or sale under deed of trust, 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.

Section 6.11: 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; (b) the Common Areas.

ARTICLE VII - ARCHITECTURAL CONTROL

Section 7.1: RESPONSIBILITY

Any and all architectural considerations within the Association shall be the responsibility of the Board of Directors. The decision of the Board of Directors shall be final and binding upon all parties. The Board of Directors shall also have the authority to establish costs and enforcement policies for infractions of non-compliance of the CC&R's. Any funds derived therefrom shall go into the Maintenance Fund to defray administration costs.

Section 7.2: NOTICE OF INTENT (As Amended)

Before any structure is erected, placed or altered upon any Lot, a Notice of Intent to build, change or locate such structure shall be filed with the Board of Directors using the Homeowner Association's Request Form. (Note: Certain exceptions are provided under specific architectural control subsections below.) The Board of Directors, within ten days from receipt of such notice, may require the submission by the applicant or owner of the construction plans and specifications and a plan showing the location of the structure. In the event of such requirement, no structure shall be erected, placed, or altered upon any Lot until such plans have been approved by the Board of Directors as to quality of workmanship and materials, harmony of external design and paint scheme with existing structures and as to location with respect to topography and finished grade elevation. All dwellings shall have roofs made of approved materials and colors identified by the Homeowners Association, unless written permission is obtained from the Board of Directors.

Section 7.3: FENCES

All new fences must have written approval of the Board of Directors. No fence or wall shall be permitted between the front portion of the house and the roadway right-of-way, except that decorative fences having a height not exceeding three feet may be constructed in said areas. All fences in the front and/or back yard shall be of wood or other material approved by the Board of Directors.

Section 7.4: SHEDS AND OTHER STRUCTURES (As Amended)

Any new permanent storage shed, gazebo, or other structure to be installed or constructed upon a Lot requires Notice of Intent to the Board of Directors. However, a Notice of Intent, plan submittal, or approval is not required provided the structure is a) single story, b) a maximum of 200 square feet of floor area, c) located in the back yard of the Lot, and d) complies with applicable county requirements. Any exceptions require prior written approval of the Board of Directors.

Section 7.5: SOLAR INSTALLATIONS (As Amended)

RCW 64.38.055 allows for solar installations in communities with homeowner CC&Rs. It also allows regulation of installations by the HOA Board to ensure that installations maintain harmony with the neighborhood. Homeowners wishing to install solar panel system will be required to follow Board's approval process. The Board may adopt rules governing solar installations and, in so doing, exercise the regulatory authority reserved to the Association by RCW 64.38.055(2) and (3).

ARTICLE VIII - USE RESTRICTIONS

Section 8.1: SCOPE

The area covered by these covenants is the entire area described above and known as Autumn Meadows.

Section 8.2: RESIDENTIAL USE (As Amended)

Each Lot shall only be used for residential purposes and shall consist of one single-family dwelling with a minimum double attached garage. Any other structure erected, placed, or permitted on any Lot shall be in compliance with section 7 above.

Section 8.3: EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 8.4: NOXIOUS OR OFFENSIVE ACTIVITY

No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 8.5: TEMPORARY STRUCTURES (As Amended)

No structure of a temporary character, trailer, tent, tarp, shack, or any other outbuilding shall be used on any Lot or Common Area at any time as a residence, either temporarily or permanently without the board's prior written approval.

Section 8.6: VEHICLE REPAIR (As Amended)

No goods, equipment or vehicle (including buses or trailers of any description) shall be dismantled or repaired outside any building or residential Lot or on any common area.

Section 8.7: VISIBLE TRAILERS ETC (As Amended)

The Lot owners at no time shall keep or permit to be kept on their premises or street area any house trailers, trucks (excluding pick-up trucks of one ton or less) campers, motor homes, boats and/or any recreational type vehicle and/or trailer for same, unless housed within a garage or suitably screened from view from the street or park area, except with the approval of the Board of Directors.

Section 8.8: ANTENNAS

No visible radio or television antenna shall be permitted without the written approval of the Board of Directors.

Section 8.9: FIREPLACES

All exposed fireplaces shall be of brick or quarry stone material or the same as the exterior and specifically not cement block.

Section 8.10: CONSTRUCTION DURATION

Any dwelling or structure erected, repaired, changed, or placed on any Lot in this subdivision shall be completed as to external appearance, including finish painting and front yard landscaped, within three months from date of start of construction, improvements, or alteration, unless written approval from the Board of Directors is first obtained.

Section 8.11: SIGNS (As Amended)

No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than four square feet (2' X 2') advertising alterations and/or construction, and one sign of not more than five square (2-1/2' x 2') feet advertising the property for sale or rent.

Political sign allowance: Political signs no larger than four square feet may be displayed no more than 45 days prior to and 7 days after any primary or general election. No political signs may be displayed on any of the common areas. (Ref RCW 64.38.034)

Section 8.12: ANIMALS AND LIVESTOCK

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 pursuant to Snohomish County regulations; PROVIDED, they do not become a nuisance and/or are not kept, bred or maintained for any commercial purpose.

Section 8.13: DEBRIS AND GARBAGE DISPOSAL (As Amended)

No Lot or Common Area shall be used or maintained as a dumping ground for rubbish, debris, salvage, garbage, trash, equipment, cars, vehicles or other waste; trash, garbage or other waste shall not be kept except in sanitary containers. No yard rakings such as rocks, roots, dead grass and other materials accumulated as a result of landscaping shall be dumped on any Common Area, other Lot or into streets. The proper removal and disposal of all such materials shall be the sole responsibility of individual Lot owners. Garbage cans shall be stored alongside the house or otherwise out of view. The Association, through the Board of Directors, shall have the power to assess a fine against any Lot owner responsible for abusing said Common Areas as stated above by disposing such said materials or damaging any vegetation. All Lots are to be landscaped and

properly maintained. Plants, shrubs, and vegetation shall be trimmed so as not to intrude onto or overhang any portion of the sidewalk to a height of seven feet above the sidewalk surface. The Board of Directors may have any of the above stated infractions repaired, replaced and/or removed as it sees fit. The homeowner shall be responsible for any costs incurred by the Board for correction of violations.

Section 8.14: DRILLING AND MINING

No oil drilling, oil development operations, soil refining, quarrying or mining operations of any kind shall be permitted upon 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.

Section 8.15: NATIVE TREES (As Amended)

The removal of trees on individual Lots is highly discouraged in order to preserve the natural beauty of our community. All costs and county permitting associated with removal shall be the sole responsibility of the homeowner.

Section 8.16: ENFORCEMENT (As Amended)

The Governing Documents may be judicially enforced. Judicial enforcement includes action(s) for declaratory relief, injunctive relief, award of damages, lien foreclosure, and any other legal or equitable remedy available to enforce a right or to remedy a wrong. Injunctive relief shall be available without a showing of irreparable harm or of the absence of a remedy at law. An enforcement action may be brought by the Association. The Board may, in its sole discretion, exercise its business judgment to determine what actions, if any, it will take to administratively or judicially enforce the Governing Documents. An Owner may bring an enforcement action if, after demand by the Owner, the Board fails or declines to bring the action. The prevailing party in an enforcement action shall be awarded its costs including reasonable attorney's fees in such enforcement action. The remedies provided herein are cumulative. The Board may pursue them, and any other remedies which may be available under law or elsewhere in the Governing Documents, concurrently, separately, or in any order.

Section 8.17: COVENANT INDEPENDENCE

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

Section 8.18: DECLARATION CONTINUANCE (As Amended)

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 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 and all subsequent amendments shall be automatically extended for successive periods of ten (10) years.

These covenants and restrictions of the Declaration may be amended by approval of a majority of the total voting power in the Association (91 of 181 lots). Approval can be given at an Association Meeting, by action without a meeting, or by any combination of these methods for obtaining Member approval. The amendment when adopted shall bear the signature of an Officer, who shall certify that the amendment was properly adopted. Such certification shall be conclusive as to the procedural validity of the Amendment.

ARTICLE IX - COMMON AREA MAINTENANCE

Section 9.1: COMMON AREA MAINTENANCE

The Association through the Board of Directors shall preserve and maintain all Common Areas in the natural setting and in close conformity to the condition at the time Declarant conveyed the same to the Association. All pathways are to be kept open and free of all obstacles for safe access by all members.

NOTE: The original legal document from which this amended version was obtained, was signed, notarized and duly recorded in April 1989.