

FIR TREE MEADOWS

(a.k.a. FIELD RUSH)

HOMEOWNERS ASSOCIATION

MANAGED BY

PROPERTY CONCEPTS, INC.

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**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
FIR TREE MEADOWS**

Filed for record:

**CHAFFEY CORPORATION
P. O. Box 560
Kirkland, WA 98083**

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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
FIR TREE MEADOWS HOMEOWNERS ASSOCIATION

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

W I T N E S S E T H

WHEREAS, Declarant is the owner of certain property in the County of King, State of Washington, which is more particularly described as follows and hereinafter referred to as the "Subdivision":

The Plat of Fir Tree Meadows, as recorded in Volume _____ of Plats, pages _____, records of King County, Washington.

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

ARTICLE I.

Definitions

Section 1. "Association" shall mean and refer to FIR TREE HOMEOWNERS ASSOCIATION, its successors and assigns.

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

Section 3. "Subdivision" shall mean and refer to that certain real property hereinabove described.

Section 4. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Subdivision with the exception of land conveyed or dedicated to King County or local municipal corporations.

Section 5. "Declarant" shall mean and refer to CHAFFEY CORPORATION, a Washington corporation, their successors, heirs and/or assigns if such successors, heirs and/or assigns should acquire the majority of the undeveloped lots from the Declarant for the purpose of development.

Section 6. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners, specifically including the Native Growth Protective Easements designated in Tract A of the Subdivision. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows: Tracts A, D and E in the Subdivision.

Section 7. "Native Growth Protection Easements" shall mean the real property designated as a Native Growth Protection Easement (or "NGPE") on the face of the plat and subject to a beneficial interest in favor of the public. This area is restricted in its uses and requires protection of the trees and vegetation as set forth in the plat of the Subdivision. The Native Growth Protection Easements to be owned by the Association at the time of the conveyance of the first lot is located in Tract A. Other areas within the Subdivision, including portions of Lots 18, 19, 20, 28, 29, 30 and 31 are also designated as Native Growth Protection Easements and must be protected and left undisturbed by said lot Owners in accordance with the terms and conditions of the plat of the Subdivision and this Declaration.

ARTICLE II.

Property Rights

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

(a) the right of the Association to charge reasonable assessments of fees for use, maintenance, preservation, insurance and other costs related to the common area.

(b) the right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the total membership agreeing to such dedication or transfer has been recorded.

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

ARTICLE III.

Membership and Voting Rights

Section 1. Every Owner of a lot which is subject to assessment and all lots held for sale by Declarant shall be a member of the Association. Membership shall be appurtenant to and may not be separate from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two (2) classes of voting membership.

Class A: Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each lot owned. 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 among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B: Class B members shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or

(b) on January 1, 2000.

ARTICLE IV.

Covenants for Maintenance Assessment

Section 1. Creation of the Lien and Personal Obligation of Assessments: The Declarant, for each improved lot owned within the Subdivision, hereby covenants and each Owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(a) annually assessments or charges; and

(b) special assessments to be established and collected as hereinafter provided.

The assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees incurred in collecting the same, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessment. The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Subdivision and for the improvement, construction, establishment, repair, maintenance and other expenses related to or arising from common area (including maintenance and preservation of the Native Growth Protection Easements) or land for which the Association has such responsibilities or obligations including but not limited to real property taxes, utilities, insurance, landscaping, gardening, fences or other items deemed necessary and proper by the Association to keep the Subdivision in a good, clean, attractive and safe condition in compliance with all applicable codes, laws, rules and regulations. The assessments shall specifically include maintenance, repair and replacement if necessary of landscaping at the entry of the Subdivision (Lots 1 and 23) and in the buffer zones adjacent to and within Tracts A and C, and the fencing along sidewalks and walkways on or adjacent to Lots 1 and 23 through 34, inclusive, said maintenance, repair and/or replacement being the duty and obligation of the Association. Assessments may also be levied to pay for any professional services or consultation incurred by the Association in carrying out its duties.

Section 3. Maximum Assessment: Until January 1st of the year immediately following the conveyance of the first lot to an Owner, the maximum assessment shall not exceed Two Hundred Fifty and No/100 Dollars (\$250.00) per annum.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment may be increased above fifteen percent (15%) by a vote of two-thirds (2/3) of the total membership who are voting in person or by proxy, at a meeting duly called for the purpose.

(c) The Board of Trustees may fix the assessment in an amount not in excess of the maximum without the vote of the membership.

Section 4. Special Assessments for Capital Improvements. In addition to the assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement of the Common Area, property, fixtures or improvements of the Association, provided that any such assessment shall have the assent of the two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Exception to Maximum Assessment Limitation. The limitations of maximum annual assessment under Section 3 of this Article, and Special Assessments under Section 4 of this Article shall not apply with respect to a Special Assessment against a member imposed by the Board to reimburse the Association for costs and attorney fees incurred in bringing the Owner, home and/or Lot into compliance with the provisions of this Declaration.

Section 6. Notice and Quorum for Any Action Authorized Under Section 3 or 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be personally delivered or mailed to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting.

Section 7. Uniform Rate of Assessment. All assessments must be fixed at a uniform rate for all Lots, provided, however, that any vacant or unimproved Lot owned by Declarant shall not be subject to any assessment or charge herein.

Section 8. Date of Commencement of Assessments; Due Dates. The assessments provided for herein shall not commence prior to the first day of the month following the conveyance of the first Lot from the Declarant. As to each particular Lot involved, the liability for the assessments shall begin on the first day of the calendar month following the date of any deed or contract of sale for the Lot, or on the first day of the calendar month following occupancy of the premises, whichever is earlier. Assessments shall be prorated and collected at closing and immediately disbursed to the Association. The assessments may be budgeted on an annual basis (referred to herein as "annual assessment") subject to adjustments according to the number of months remaining in the calendar year. The Board shall fix the amount of the assessments against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board and unless otherwise stated, the annual assessment shall be due and payable in on the first day of each calendar year. The Association shall, upon demand, and for a reasonable charge, furnish a statement signed by an officer of the

Association setting forth whether the assessments on a specific Lot have been paid.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. Unpaid assessments, plus interest, costs and attorney fees incurred in collecting said assessments shall create a lien on the property. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage (and to the lien of any second mortgage given to secure payment of the purchase price) now or hereafter placed on the Lot, only in the event that the lien for delinquent assessments has not been recorded with the King County Auditor at the time of the recording of the mortgage lien. Notwithstanding any provision herein, the lien for delinquent assessments shall be subordinate to any first mortgage when said mortgage is FHA, VA or Fanny Mae mortgage, in which case this subordination shall only be to the extent required to satisfy the eligibility criteria of FHA, VA or Fanny Mae. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Real Property Taxes. In the event real property taxes shall become delinquent on the Common Area, the total amount of the delinquent taxes shall be divided equally among all the Owners, and said portion of each Owner's share of delinquent taxes shall be a lien on said Owner's lot to the same extent as if the delinquent tax was on the Owner's lot. Alternatively, the Association may, in its sole discretion, declare the debt to be a debt of the Association and levy a special assessment to collect the cost of payment thereof.

Section 12. Common Area Maintenance Responsibility. Maintenance of the Common Area, planter islands, entryway and other common landscaping and fences located adjacent to sidewalks shall be the responsibility of the Association. The Common Areas which are not Native Growth Protection Easements shall be maintained in a first-class condition. The construction of amenities commonly used in a park may be permitted after approval by the Architectural Control Committee. Trees, shrubbery, plants, soil and natural growth shall not be disturbed.

Section 13. Native Growth Protection Easements Maintenance. The Association shall be responsible for maintaining all aspects of the Common Area, including maintenance of Native Growth Protection Easements located therein, as required by state, federal and/or

local governmental agencies or authorities, or as required in the plat of the Subdivision. In the event the Association fails to comply with this or any other obligation set forth herein, Declarant may (but shall not be required) undertake to satisfy such performance or obligation and Declarant shall thereafter be reimbursed by the Association, within thirty (30) days, all costs, expenses and attorney fees incurred. The Native Growth Protection Easements not within the Common Area which are located within the individual Lots place certain restrictions on the Owner of said Lots. The restrictions are set forth on the Plat of the Subdivision and include the obligation to leave trees and other vegetation within the Easement undisturbed unless written permission is obtained from King County. In the event the Owner(s) fail to comply with this obligation, the Association may (but shall not be required to) undertake to satisfy such performance of obligation and assess the Owner involved all charges, costs and attorney fees incurred in doing so.

Section 14. Indemnification of Board Members. Each Board member or Association committee member, or Association officer, or Declarant or Declarant's managing agent exercising the powers of the Board, shall be indemnified by the Owners against all expenses and liabilities, including attorney fees, reasonably incurred by or imposed in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of being or having held such position at the time such expenses or liabilities are incurred, except in cases wherein such person is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association. Further, so long as any such person is acting in good faith, without willful or intentional misconduct, upon the basis of such information as may be possessed by such person, no such person shall be personally liable to any Owner, or other third party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of such person, provided that this section shall not apply where the consequences of such act, omission, error or negligence are covered by insurance obtained by the Board.

ARTICLE V.

Acceptance of Covenants

In consideration of the acceptance hereof by the several purchasers and grantees of deeds to the Lots in said Subdivision, their heirs, devisees, personal representatives, successors, and assigns, and all persons or concerns claiming by, through or under such grantees, they declare to and agree with each and every person who shall be or who shall become an Owner of any of said Lots, that said Lots shall be and hereby are bound by the covenants set forth herein, and that the Lots included in said Subdivision shall be held and enjoyed subject to and with the benefit and advantage of

the protective covenants, restrictions, limitations, conditions and agreements hereinafter set forth.

Section 1. Ownership, Occupancy and Use. No Lot or any part thereof in said Subdivision shall be used or occupied for any purpose other than as a single family residence unless specifically authorized by zoning laws and regulations, the Association, and the Declarant. The conduct or carrying on of any manufacturing, trade, business, commerce, industry, profession, or other occupation whatsoever, upon any such Lot or any part thereof, or in any building or other structure thereon erected, shall constitute a breach of this restriction.

Section 2. Residential Site. No portion of any Lot in the Subdivision shall be owned, used or occupied except as a part of a single residential site. A residential site shall consist of:

- (a) one or more full Lots;
- (b) one or more full Lots and portions of a contiguous Lot or Lots; or
- (c) contiguous parts of Lots which shall form one plot of land suitable for use as a site for a residence, provided that each residential site shall extend from the fronting street to the existing rear property line of the component Lots and shall have front and rear dimensions, neither of which are less than those of the smallest component Lot shown on the plat of the Subdivision as of the date of this Declaration. A component Lot shall be deemed to be a Lot any portion of which is included in such residential site.

Section 3. No Subdivision. No Lot or contiguous group of Lots shall ever be divided, resubdivided, or replatted in any manner which would bring about Lots which would not qualify as a residential site under the provision of the paragraph above.

Section 4. Architectural Control. For the purpose of further insuring the development of the lands in this Subdivision as a residential area of high standards, Declarant reserves the right to control the buildings and structures placed on each residential site. The Owner or occupant of each site, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, fence, lamp post, swimming pool, or other structure shall be placed upon said premises unless and until the plans, specifications and plat plan have been approved in writing by the Declarant or its nominee.

The Declarant may nominate the Association or an Architectural Control Committee to perform the duties specified in this Section. The Architectural Control Committee shall have three (3) members who each serve three (3) year terms. The Declarant may appoint the numbers until such time as all Lots in the subdivision have been

sold and all plans approved, at which time the Declarant may transfer said appointment power to the Board of Trustees.

Application for approval of plans to the Declarant or Architectural Control Committee shall be accompanied by a fee established by the Architectural Control Committee. The application fee shall not exceed Three Hundred Dollars (\$300). Any building, wall, fence, out-building, pet house, masonry, swimming pool, sign or other structure shall be placed on the premises only in accordance with the plans and specifications and plat so approved in writing. Refusal or approval of plans and specifications may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Architectural Control Committee shall deem sufficient. No alteration on the exterior appearance (including without limitation, the color of any buildings or structures) shall be made without like written approval. All buildings and other structures must be designed by an architect, who is either registered to practice in the state of Washington, or is a designer approved in writing by Declarant or its nominee.

In connection with said approval, complete plans and specifications of all proposed buildings, structures (including all concrete and masonry walls), and exterior alterations, together with detailed plans showing the proposed location of the same on the particular building site, shall be submitted to the Declarant, before construction or alteration is started, and such construction or alteration shall not be started until written approval thereof is given by the Architectural Control Committee.

All plans and specifications for such approval must be submitted at least thirty (30) days prior to the proposed construction starting date.

As to all improvements, construction and alterations within or upon the property, the Declarant or its nominee shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations, which is not suitable or desirable in the opinion of the Declarant or its nominee for any reason, aesthetic or otherwise, and in so passing upon such design, the Declarant or its nominee shall have the right to take into consideration the suitability of the proposed building or other structure, and the material of which it is to be built and the exterior color scheme to the site upon which it is proposed to erect the same, the harmony thereof with the surrounding Lots and improvements, and the effect or impairment that said structures will have on the view of surrounding building sites, and any and all facts, which, in the opinion of the Declarant or its nominee shall affect the desirability or suitability of such proposed structure, improvements or alterations. Any action or inaction by the Declarant or its nominee shall be solely discretionary and all parties, members and/or potential members shall hold and save Declarant or its nominee provided any such actions or inactions are in good faith.

Should the Declarant or its nominee fail to approve or disapprove the plans and specifications submitted by an Owner of a residential site within the Subdivision within thirty (30) days after written request therefor, then such approval shall not be required; provided, however, that irrespective of such approval or lack of it, no building, wall, fence, sign, swimming pool or other structure shall be erected or be allowed to remain on any residential site when violates any of the covenants or restrictions contained in the Declaration.

Section 5. Minimum Size Requirements. No building shall be allowed on any residential site in the Subdivision except one single-family dwelling house, all for the use and occupancy of one immediate family and attendant bona fide domestic servants only. Any auxiliary building must be so designed and constructed as to be compatible in appearance with the main building. Said dwelling house shall have a fully enclosed living area, excluding attached garage or carport, which has a floor area of not less than 1800 square feet, provided that in computing the minimum area, only one-half (1/2) of any such garage or carport shall be included. No such auxiliary building, with the exception of garages and carports, shall have a ground coverage in excess of three hundred (300) square feet. No such dwelling house shall exceed two (2) stories (excluding basement) or be more than thirty (30) feet in height, without prior written approval of the Declarant, nor shall any such auxiliary building or authorized structure be more than fourteen (14) feet in height without said approval. Height of buildings shall be measured from the highest point at which the natural contour of the ground comes in contact with such building or structure. The above requirements do not supersede any governmental requirements that are more restrictive.

Section 6. Construction. All construction of properly authorized improvements on any residential site which shall have been commenced, shall be diligently pursued to completion thereof in a manner and at a rate reasonably consistent with building standards prevailing in the immediate area relating to high quality construction of a similar type, and in no event shall the period of construction of any improvement exceed nine (9) months from the date of commencement of construction to completion as to external appearance, including finished painting. No structure or vehicle, other than a completed permanent dwelling house as contemplated by these restrictions and limitations, shall be used on any Lot at any time as a residence, either permanently or temporarily. No auxiliary building shall be deemed completed as long as the dwelling house itself is incomplete. Unless written approval is obtained from Declarant or its nominee, no building shall be erected upon any Lot so that any part thereof, including eaves or overhangs, shall violate any governmental regulations or otherwise be:

(a) closer than twenty (20) feet to the boundary line of said Lot which extends along a platted street in the Subdivision;

(b) closer than five (5) feet to the rear boundary line of said Lot; or

(c) closer than five (5) feet to any other boundary line of said Lot.

Section 7. Plantings and Fences. No hedge over six (6) feet in height, nor any open type fence over six (6) feet in height, nor any solid fence, wall or other structure six (6) feet in height, shall be constructed, erected, placed, planted, set out, maintained or permitted on any residential site within twenty (20) feet of any boundary line thereof which extends along a platted street of the Subdivision, provided however, corner Lots with street abutting on two sides shall have a five (5) foot setback requirement on side yards and a twenty (20) foot setback requirement on front yards. Except as limited and restricted by the provisions of the foregoing, and subject to the provisions of the paragraph listed above, terraces, plantings, swimming pools, and similar low, unroofed and unscreened construction may be erected outside the setback lines, providing that no swimming pool shall be constructed within five (5) feet of the side boundary line of such residential site, and provided further, that no such construction or buildings shall interfere with the exposure or view or reasonable privacy or enjoyment of adjoining or facing properties within the Subdivision. Whether or not construction or plantings of this type will interfere with the exposure or view or reasonable privacy or enjoyment of adjoining facing properties shall be determined solely by Declarant, or its nominee, in their uncontrolled discretion.

All front yards and landscaping must be completed within six (6) months from the date of completion of the building or structure constructed thereon; in the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval by the Declarant, or its nominee.

Section 8. Antennas. No television antennas (including satellite communication dishes, or such similar devices), radio aeriels, ham radio broadcast or receiving apparatus, shall be erected, maintained or placed on any residential site. Rotary beams or other similar devices shall not be constructed on any residential site.

Section 9. Changing Lot Contours. The surface grade or elevation of the various Lots and other residential sites in the Subdivision shall not be substantially altered or changed in any manner which would affect the relationship of such Lot or other residential sites adjoining, or which would result in materially obstructing the view from any other Lot or residential site in the Subdivision, or which would otherwise produce an effect out of harmony with the general development of the immediate area in which said Lot or other residential site is located. Whether or not such alteration or change in the elevation or grade of any Lot or any residential site would be prohibited shall be determined the

Architectural Control Committee in its sole and uncontrolled discretion.

Section 10. Maintenance by Owners. Unless otherwise specifically provided herein, the Owners of Lots or other residential sites in said Subdivision shall be responsible for the maintenance of the landscaping located on their property. All such Owners shall likewise maintain their hedges, plants, shrubbery, trees, and lawns in the neat and trim condition at all times. Each Lot Owner agrees to promptly landscape all portions of the Lot facing any street.

Section 11. Garbage Disposal. The Owners of the residential sites in said Subdivision shall be responsible to assure that no garbage can or other receptacles will be visible from any place outside the premises except on collection day.

Section 12. Clothesline. No Owner or occupant of any residential site shall place or permit clotheslines thereon which are visible from any place outside the premises.

Section 13. Roofing Materials and Siding. All roofs shall be cedar shakes or cedar shingles, unless otherwise approved by the Architectural Control Committee. Homes and improvements may not be constructed with aluminum siding.

Section 14. Underground Utilities. All utilities, on and in public dedicated areas, private property, or on and in the Common Areas, including water, sewer, natural gas, storm sewer, and power shall be installed underground in compliance with all Governmental regulations for the installation and maintenance of the same. No lines or wires for the transmission of current or for telephone use shall be constructed, placed, or permitted to be placed upon any residential site outside the buildings thereof unless the same shall be underground or in the conduit attached to a building.

Section 15. Nuisance. Nothing shall be done or maintained on any Lot or other residential site which may be or become an annoyance or nuisance to the neighborhood. No livestock, animals, poultry or fowl shall be kept on any Lot or other residential site other than animals or birds of the type and species generally recognized as common household pets in the immediate area, such as dogs, cats, canaries and parakeets which are kept on said property solely as household pets, provided that no such household pet which is or becomes an annoyance or nuisance to the neighborhood shall thereafter be kept on any Lot or residential site. No dog houses, dog runs or dog kennels may be placed on any Lot or residential site unless it is screened from the view of neighboring properties and the streets and does not create an annoyance or nuisance.

Section 16. Trash. No trash, refuse pile, vehicles, underbrush, compost pile, or other unsightly growth or objects shall be allowed to group, accumulate or remain on any Lot so as to be a detriment or unreasonable annoyance to the Subdivision or

become a fire hazard. In the event any such condition shall exist upon any Lot, Declarant may enter upon said Lot and remove the same at the expense of the Lot Owner who, on demand, shall reimburse Declarant for the cost thereof, and such entry and removal shall not be deemed a trespass.

Section 17. Non-permitted Parking. The parkways in front of the Lots shall be used for the parking of private or commercial vehicles. No boats, boat trailers, house trailers, automobiles, trucks, campers, motor homes, or other vehicles, or any part thereof, not in actual current use shall be stored or permitted to remain on any residential site or Lot unless the same is stored or placed in a garage or other fully enclosed space, or is entirely screened so as not to be visible from any streets and abutting lots. All screening is to be approved by the Architectural Control Committee.

Section 18. Signs. No signs of any kind shall be placed on any Lot or residential site in the Subdivision where the same is visible from outside of the premises, except in accordance with such rules and regulations as may from time to time be adopted by the Declarant. In the absence of such rules and regulations, no signs whatsoever other than conventional house numbers indicating the address of the premises shall be placed on any Lot or residential site. "For Sale" or "For Rent" signs, the maximum size of which shall be two feet by three feet, shall be approved by Declarant. During the construction and marketing period, Declarant may require all signage on Lots and homes to be uniform in the dimension and general character regardless of the builder or realtor involved in marketing the Lot or home. Uniformity standards may be adopted by the Declarant.

Section 19. Woodpiles. Woodpiles or wood supplies shall not be stored on any front or side yard, visible from the streets within the subdivision.

Section 20. Restriction Against Wells. No Lot or Owner of any Lot may have placed or constructed on, upon, under or within the confines of such Lot or any Common Area any water or irrigation wells for any purpose whatsoever.

Section 21. Assessments for Lighting, Water and Utilities. Declarant reserves the right to impose assessments upon each residential site in the Subdivision to provide necessary funds to pay the cost for obligations or responsibilities of the Association such as lighting, water, utilities and maintenance of fences and landscaping in the Subdivision, including the Common Area, and the reasonable maintenance of such facilities. The proceeds of such assessments shall be used only for the purposes herein provided. The assessments herein provided for may be prorated, assessed and collected in the same manner as set forth hereinabove with respect to any other assessment provided herein, and shall constitute a

lien on the respective Lots and plats and an obligation of the Owner thereof, as herein provided.

Section 22. Deviation. Declarant hereby reserves the right to enter into agreement with the grantee of any Lot or Lots (without the consent of the grantees of other Lots or adjoining or adjacent property Owners) to deviate from the conditions, restrictions, limitations or agreements contained in this Declaration in certain particulars in a specific case, and any deviation, which shall be manifested in an agreement in writing, shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining Lots in the Subdivision and the same shall remain fully enforceable as to all other Lots located in the Subdivision.

Section 23. Easements. Easements for installation and maintenance of utilities, sewage and drainage or as otherwise set forth in the recorded Plat Map are hereby reserved on each Lot as shown on the final approved Plat of Fir Tree Meadows.

ARTICLE VI.

General Provisions

Section 1. Covenants to Run with Land. The foregoing covenants, restrictions, limitations, conditions and agreements shall constitute a servitude upon all Lots in the Subdivision conveyed by Declarant, it successors or assigns, to any grantee, and shall run with the land and be binding upon all such grantees and all persons claiming by, through or under them. The acceptance of any such conveyance by any such grantee shall constitute an agreement on the part of any such grantee, for himself, his heirs, devisees, personal representatives, and assigns to all such covenants, restrictions, limitations, conditions and agreements. Said covenants, restrictions, limitations, conditions and agreements shall remain in full force and effect for a period of twenty (20) years from the date recorded, at which time they shall automatically extend for successive periods of ten (10) years each, unless by written agreement of the then Owners of a majority of the Lots in the Subdivision it is agreed to terminate or change them in whole or in part, provided, however, that in the event, as contemplated herein, similar covenants, restrictions, limitations, conditions and agreements are theretofore made with respect to adjoining lands (hereinafter referred to as additional Subdivisions), the covenants, restrictions, limitations, conditions and agreements hereby imposed may only be terminated or changed in conjunction with the corresponding covenants, restrictions, limitations, conditions and agreements applicable to such additional Subdivisions, and in such case, the agreement of the then Owners of a majority of the Lots in this Subdivision shall be required to effect such termination or change. Any such termination or change so agreed to shall become effective upon the recording of such agreement, duly signed and acknowledged by the

necessary parties, as above provided, in the offices of the Auditor of King County, Washington.

Section 2. Breach of Covenants. In the event of the violation or breach or attempted violation or breach of any of these covenants, restrictions, limitations, conditions, or agreements by any person or concern claiming by, through or under Declarant, or by virtue of any judicial proceedings, Declarant or the Owner of any Lot or residential site in the Subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent such violation or breach. In addition to the foregoing right, Declarant, or its nominee, shall have the right, whenever there is a violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owner, who, on demand, shall reimburse Declarant for the cost thereof including attorney fees and costs incurred; and such entry and abatement or removal shall not be deemed a trespass; provided, however, three (3) days' written notice must be given to the non-complying party before summary abatement or removal may occur.

Section 3. Failure to Enforce. The failure to enforce any right, reservation, covenant, restriction, limitation, condition or agreement herein contained, however long thereafter, either as to the breach or violation involved or as to any similar breach or violation occurring prior or subsequent thereto, and no such failure shall bar or affect the enforcement of any such right, reservation, covenant, restriction, limitation, condition or agreement as to any such breach or violation thereof shall in any way be construed as or constitute a waiver. The invalidation by any Court or any reservation, covenant, restriction, limitation, condition or agreement herein contained shall in no way affect any of the other provisions hereof and the same shall remain in full force and effect.

Section 4. Right to Assign by Declarant. The Declarant may assign any and all of its rights, powers, obligations, privileges, and interest under this instrument to any other person or concern, and in any such case any such successor or assignee may exercise and enjoy such rights, powers, privileges and interest and shall be responsible for such obligations to the same extent as Declarant would have been had such assignment not been made.

Section 5. Annexation. Additional real property may become subject to this Declaration in the following manners:

(a) Additions by Declarant. The Declarant, its successors and assigns, shall have the right, but shall not be obligated, to include additional real property of Declarant's selection, located outside the Property as a part of the Properties subject to and restricted by this Declaration. The additions of other real property authorized by this subsection shall be made by incorporating the provisions of this

Declaration by reference on the face of any such final plat map of such other real property. In addition, Declarant may file for record a supplementary declaration of covenants, conditions and restrictions containing such complementary additions and modifications of the covenants contained in this Declaration as may be necessary to reflect the different character, if any, of the additional properties. In no event, however, shall such supplementary declaration revoke, modify or add to the covenants established by this Declaration with respect to the existing property.

(b) Additions by Others. Upon approval in writing of the Declarant and the Association, the Owner of such real property who desires to subject such other real property to the provisions of this Declaration and to subject it to the jurisdiction of the Declarant, may file for record a supplementary declaration of covenants, conditions, and restrictions, which by its terms, expressly extends the covenants contained in this Declaration to such other real property.

All such additional properties shall be governed by this Declaration, as amended from time to time. The easements for drainage and utilities shall exist in favor of all Owners in each and all additional properties.

Section 6. Amendment of this Declaration. Unless otherwise specifically addressed elsewhere, an amendment to any term of this Declaration shall require the affirmative vote of eighty percent (80%) of the voting power of the Association, except as set forth below. Amendments to the following provision of Article V shall require the affirmative vote of sixty percent (60%) of the voting power of the Association: Sections 4, 7, 8, 10, 11, 12, 13, 15, 17, 18, and 19. This Declaration may be amended during the Development Period by an instrument signed by both Declarant and the Owners of at least fifty-one percent (51%) of the Lots, including those of Declarant. Amendments to any provision of this Declaration which expressly alters the rights, duties, and obligations of Declarant shall contain the affirmative written consent of the Declarant. Any amendment to this Declaration must be recorded with the King County Department of Records and Elections.

IN WITNESS WHEREOF, the undersigned Declarant herein has hereunto set its hand and seal on 2/16/90, 1990.

CHAFFEY CORPORATION

By

Kandice Chaffey
Kandice Chaffey
President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 16 day of February, 1990, before me, a Notary Public in and for the state of Washington, personally appeared KANDICE CHAFFEY, to me known to be the President of CHAFFEY CORPORATION, and who acknowledged that she is authorized for and on behalf of said corporation, and did so execute the above and foregoing Declaration of Covenants, Conditions and Restrictions of FIR TREE HOMEOWNERS ASSOCIATION as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and official seal the day and year first above written.

Aileen D. Oppelaar
Notary Public in and for the State
of Washington, residing at
Bickland
My commission expires: 10-30-92

AFTER RECORDING MAIL TO:

Ronald D. Syria, Esq.
LAWRENCE & SYRIA
2200 112th Avenue NE #200
Bellevue WA 98004

FEB 27 11 15 AM '91

STAFFORD COUNTY
RECORDS & CLERK
KING COUNTY

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**AMENDMENT TO THE
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
FIR TREE MEADOWS**

THIS DOCUMENT is made on the date hereinafter set forth below by CHAFFEY CORPORATION [hereinafter referred to as DECLARANT] for the purpose of amending the Declaration of Covenants, Conditions And Restrictions of the Plat of Fir Tree Meadows.

W I T N E S S E D

WHEREAS, CHAFFEY CORPORATION is the DECLARANT under that certain Declaration of Covenants, Conditions And Restrictions of the Plat of Fir Tree Meadows, as recorded under King County Auditor's Number 9101231507 (the "Declaration");

WHEREAS, the DECLARANT is the sole owner of all of the lots within the Plat of Fir Tree Meadows and now wishes to amend the same.

WHEREAS, Washington Law and Article VI, Section 6 of the Declaration permits such amendments.

NOW, THEREFORE, DECLARANT hereby amends the Declaration of Covenants, Conditions And Restrictions filed under King County Auditor's Number 9101231507 by this Amendment, it being the intent hereof that this Amendment constitute a servitude upon all of the Lots in the Subdivision and be binding upon and run with the land within the Plat of Fir Tree Meadows. The original Declaration be and hereby are amended as follows:

1. Article IV, Section 2 entitled "Purpose of Assessment" (Page 4), is amended by eliminating the following language:

...(Lots 1 and 23) and in the buffer zones adjacent to and within Tracts A and C, and the fencing along sidewalks and walkways on or adjacent to Lots 1 and 23 through 34, inclusive,

and replacing language with the following:

...and all fencing along Lots 62-64, Tract D, and 232nd Avenue S.E.,

2. Article V, Section 10, entitled "Maintenance by Owners" (Page 12), is amended by adding to the terms and conditions set forth in said Section the following paragraph:

The fence erected by the DECLARANT along Lots 36 through 44 shall be the property and responsibility of each of the individual Lot owner upon whose property the fence is situated. It shall be the responsibility of each Lot owner to keep, maintain, repair and/or replace said fence in a manner consistent with the harmony of the neighborhood. In the event such Lot owner charged with said obligation fails to do so when, in the sole judgment of the Association the work is appropriate, the DECLARANT or Association may, after ten (10) days notice, affectuate said maintenance, repair and/or replacement and the costs of the same shall be assessed against and become a lien upon the particular Lot owner(s) upon whose property the work is performed.

3. There shall be a new Section 24 of Article V, entitled "Tree Removal" which states as follows:

Section 24. Tree Removal. No trees or other vegetation along the fence which is located along Lots 62-64, Tract D and 232nd Avenue S.E. shall be removed, damaged, pruned, or interfered with in any manner unless said action is necessary to prevent danger or a threat to life, property or any of the improvements located within the Plat of Fir Tree Meadows.

IN WITNESS WHEREOF, the undersigned being the DECLARANT and sole owner of all of the Lots within the Plat of Fir Tree Meadows hereby sets its hand this 26 day of February, 1991.

CHAFFEY CORPORATION
DECLARANT And Owner of Lots 1 Through 67

By: Kandice Chaffey
KANDICE CHAFFEY
Title: President

STATE OF WASHINGTON)

: ss.

COUNTY OF KING)

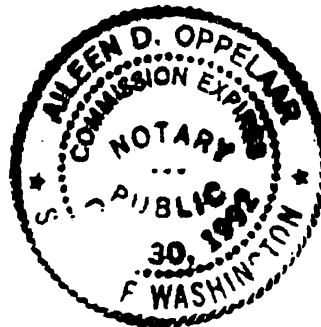
On this 26 day of February, 1991, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared KANDICE CHAFFEY, to me known to be the President of CHAFFEY CORPORATION [DECLARANT and Owner of Lots 1 Through 67], the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS MY HAND and official seal hereto affixed the day and year first above written.

Aileen D. Oppelaar

Notary Public, in and for the State of Washington
residing Kirkland; Comm Exp: _____

10/30/92



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BYLAWS

FIR TREE MEADOWS

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BYLAWS
OF
FIR TREE MEADOWS HOMEOWNERS ASSOCIATION

ARTICLE I.

Name and Location

The name of the corporation is FIR TREE MEADOWS HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Association." The principal office of the Association shall be located at:

205 Lake Street South
Kirkland, WA 98083

but meetings of members and trustees may be held at such places within the State of Washington as may be designated by the Board of Trustees.

ARTICLE II.

Definitions

Section 1. "Association" shall mean the FIR TREE MEADOWS HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 2. "Developer" shall mean CHAFFEY CORPORATION, a Washington corporation and any successors or assigns engaged in land development and/or wholesale land sales activities which are the same as, or similar to, those of CHAFFEY CORPORATION.

Section 3. "Subdivision" shall mean that certain real property described in the Plat of Fir Tree Meadows, records of King County, Washington, and such additions thereto as may be hereafter brought within the jurisdiction of Association.

Section 4. "Common Properties" shall mean open areas, entry landscaping, irrigation and lighting, planter islands and fencing as designated on the Plat of Fir Tree Meadows, per plat recorded in King County, Washington.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Plat of Fir Tree Meadows, with the exception of common properties described above.

Section 6. "Member" shall mean every person or entity who holds a membership in the Association.

Section 7. "Owner" shall mean the record owner, whether one or more persons or entities and specifically including the developer, of the fee simple title to any lot or lots which are a part of the Subdivision, but shall not include a contract seller or a mortgagee.

Section 8. The term "real estate contract" shall not include an earnest money receipt and agreement and the terms "contract seller" and "contract purchaser" shall not include the parties to any such earnest money receipt and agreement.

Section 9. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Subdivision recorded or to be recorded in the office of the King County Auditor.

Section 10. "Declarant" shall mean and refer to CHAFFEY CORPORATION, its successors and assigns.

ARTICLE III.

Membership and Voting Rights

Section 1. Membership: Every person or entity who is the contract purchaser or record owner of a fee interest in any lot or lots which are subject by covenants of record to assessment by the Developer named in the Declaration or by the Association, shall be a member of the Association, provided, however, that if any lot is held jointly by two (2) or more persons, the several owners of such interest shall designate one (1) of their number as the "member". The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No lot shall have more than one (1) membership. Membership shall be appurtenant to and may not be separated from ownership of or the contract purchaser's interest in any lot which is subject to assessment by the Developer or the Association. Upon transfer of the fee interest to, or upon the execution and delivery of a contract for the sale of (or of an assignment of a contract purchaser's interest in) any lot, the membership and certificate of membership in the Association shall ipso facto be deemed to be transferred to the grantee contract purchaser, or new contract purchaser as the case may be. Ownership of or a contract purchaser's interest in any such lot shall be the sole qualification for membership.

Section 2. Suspension of Membership: During any period in which a member shall be in default in the payment of any monthly or

special assessment, the voting rights and right to use of the common properties and recreational facilities by such member may be suspended by the Board of Trustees until such assessment has been paid. During the developmental period, the Board of Trustees shall be required to exercise such right upon the request of the Developer. Such rights of a member may also be suspended after notice and hearing, for a period not to exceed one hundred eighty (180) days, for any and each violation of any rules and regulations established by the Board of Trustees governing the use of the common properties and facilities. In the event the suspension, such member shall continue to incur and remain liable for any and all monthly, annual and special assessments.

Section 3. Voting Rights: The Association shall have two (2) classes of voting membership.

Class A: Class A members shall be all those owners, with the exception of the Declarant, as set forth in Article III, Section 1 hereof. Class A members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership by Article III, Section 1 hereof. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B: Class B members shall be the Declarant (as defined in the Declaration) and three memberships shall exist for each lot in which Declarant has an interest. The Class B members shall be entitled to three (3) votes for each lot in which Declarant holds the interest required for membership by Article III, Section 1 hereof, provided that the Class B membership shall cease and be converted to Class A membership in the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or
- (b) On the 1st of January, 2000.

ARTICLE IV.

Property Rights; Rights of Enjoyment

Section 1. Number: The affairs of this Association shall be managed by a Board of three (3) Directors/Trustees, who need not be members of the Association, or such other number as may be designated by majority vote of the members at a meeting called for that purpose.

Section 2. Election: At the first annual meeting, the

members shall elect one (1) Trustee for a term of one year; one (1) Trustee for a term of two years; and one (1) Trustee for a term of three years; and at each annual meeting thereafter, the members shall elect one (1) Trustee for a term of three years.

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

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

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

ARTICLE V.

Meetings of Trustees

Section 1. Regular Meetings: Regular meetings of the Board of Trustees shall be held quarterly without notice, in the event business of the Association requires attention, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings: Special meetings of the Board of Trustees shall be held when called by the President of the Association or by any two Trustees, after not less than three (3) days notice to each Trustee. The Trustee may waive, in writing, the three (3) day notice requirement.

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

ARTICLE VI.

Nomination and Election of Trustees

Section 1. Nomination: Nomination for election to the Board of Trustees may be made by a Nominating Committee. Nominations may

also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Trustees, and two or more members of the Association. The Nominating Committee may be appointed by the Board of Trustees prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nomination Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election: Election to the Board of Trustees shall be by secret ballot. As such election, the members or their proxies may each cast their vote in accordance with the voting rights provisions herein. The names receiving the largest number of votes shall be elected. There shall be no cumulative voting.

ARTICLE VII.

Powers and Duties of the Board of Trustees

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

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

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

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

(d) To employ managers, independent contractors, professional advisors or such other employees as they deem necessary, and to prescribe their duties.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII.

Committees

Section 1. The Board of Trustees shall appoint a Nominating Committee, as provided by these Bylaws, and upon termination of the developmental period, shall appoint an Architectural Control Committee to perform the duties and functions described in the Declaration. In addition, the Board of Trustees may appoint other committees as deemed appropriate in carrying out its purposes, such as:

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

(b) A Maintenance Committee which shall advise the Board of Trustees on all matters pertaining to the maintenance, repair or improvement of the common properties, including the entry landscaping, irrigation and lighting, and the planter islands, and shall perform such other functions as the Board, in this discretion, determines;

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

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

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

ARTICLE IX.

Meeting of Members

Section 1. Annual Meeting: The first annual meeting of the members shall be held at such time as designated by the Developer, the Board of Trustees, or upon a majority vote of the members. In the event of an affirmative vote of the members, the Board of Trustees shall be responsible for giving proper notice of the time and place of the meeting. Each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

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

Section 3. Notice of Meetings: Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by personally delivering or mailing a copy of such notice, postage prepaid, not less than ten (10) and not more than fifty (50) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum: The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the entire membership shall constitute a quorum for any action except as otherwise provided in the articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum, as aforesaid, shall be present or represented.

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

ARTICLE X.

Officers and Their Duties

Section 1. Enumeration of Officers: The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Trustees, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two or more offices may be held by the same person, except the offices of the Secretary and President.

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

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

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

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

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

Section 7. Multiple Offices: Multiple offices may be held by the same person; however, no one person shall simultaneously hold the offices of Secretary and President.

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

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

(b) Vice-President: The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

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

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

ARTICLE XI.

Assessments

Section 1. Creation of the Lien and Personal Obligations of Assessments: By the Declaration, each member is deemed to covenant and agree to pay to the Developer during the developmental period, and thereafter to the Association:

- (a) annual or monthly assessments or charges; and
- (b) special assessments for capital improvements and other purposes as set forth in the Declaration.

The 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 and costs of collection thereof (including reasonable attorney's fees) shall also be the personal obligation of the person who was the owner or contract purchaser of such property at the time when the assessment fell due. Any such lien or assessment runs with the property. The Association may file or record a lien or take any other action deemed appropriate to effectuate collection of unpaid assessments.

Section 2. Purpose of Assessments: The assessments shall be used exclusively for the purpose of promoting the recreation, health, and welfare of the residents in the properties, including without limitation, the construction, establishment, improvement, repair, maintenance and other expenses of the common properties, services, and facilities related to the use and enjoyment of the common properties, the payment of taxes and insurance on the common properties, maintenance of Enhanced Wetlands and other obligations related to Enhanced Wetlands as set forth in the Covenants, Conditions and Restrictions or otherwise required by King County, and the installation and maintenance of the entry planting areas on streets located within the Subdivision. Assessments may also be levied to pay for any professional services, advice or consultation

incurred by the Association in carrying out its duties.

Section 3. Special Assessments for Capital Improvements: In addition to the assessments authorized above, the Association may levy special assessments for capital improvements upon the common properties. Any such levy by the Association shall be for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, or replacement of a described capital improvements upon the common properties, including the necessary fixtures and personal property related thereto; provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members of each class of membership 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 ten (10) days, nor more than fifty (50) days in advance of the meeting, setting forth the purpose of the meeting.

Section 4. Uniform Rate: All assessments shall be fixed at a uniform rate for all lots subject to assessment.

Section 5. Quorum for any Action Authorized Under Section 3: The presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required forum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Article X, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

Section 6. Date of Commencement of Assessments; Due Dates: As to each particular lot involved, the liability for the assessments shall begin on the first day of the calendar month following the date of any deed or contract of sale for the lot, or on the first day of the calendar month following occupancy of the premises, whichever is earlier. Said assessment shall be due and payable on such date and on the first day of each calendar month thereafter, or on an annual date designated by the Association. The due date of any special assessments under Section 3 hereof shall be fixed by the resolution authorizing such assessment.

Section 7. Effect of Non-Payment of Assessments; Remedies: If any assessment is not paid within thirty (3) days after it was first due and payable, the assessment shall bear interest from the date on which it was due at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the one personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be included in any judgment or decree entered in such suit. No owner or contract purchaser shall be

relieved of liability for the assessments provided for herein by non-use of the common properties or abandonment of his lot.

Section 8. Subordination of the Lien to Mortgages: The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage (and to the lien of any second mortgage given to secure payment of the purchase price) now or hereafter placed on the lot, only in the event that the lien for delinquent assessments has not been recorded with the King County Auditor at the time of the recording of the mortgage lien. Notwithstanding any provision herein, the lien for delinquent assessments shall be subordinate to any first mortgage when said mortgage is FHA, VA or Fanny Mae mortgage, in which case this subordination shall only be to the extent required to satisfy the eligibility criteria of FHA, VA or Fanny Mae. Sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE XII.

Books and Records

The books, records and papers of the Association shall at all times during reasonable business hours, be subject to inspection by any member. The Declaration, Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIII.

Indemnification of Trustees and Officers

Trustees of this Association shall not be liable to the Association or its members for damages caused by an action taken by the Trustee in good faith. This provision may not limit a Trustee's liability for acts involving intentional misconduct such as a knowing violation of the law or a knowing breach of the Trustee's fiduciary duty to the Association.

Trustees and Officers of this Association shall be indemnified and held harmless from and against any damages, liabilities, judgments, penalties, fines, settlements and reasonable expenses (including attorney fees) actually incurred as a result of all actions undertaken by said Officer or Trustee in good faith, and (a) in the case of conduct in his own official capacity with the Association, he reasonably believed his conduct to be in the Association's best interests, or (b) in all other cases, he reasonably believed his conduct to be at least not opposed to the

Association's best interests, and (c) in the case of any criminal proceedings, he had no reasonable cause to believe his conduct was unlawful. Said Officers and Trustees shall be indemnified and held harmless to the full extent permissible under Washington law, including the provisions contained in RCW 24.03.043 and RCW 23A.08.025, and amendments thereto.

The foregoing right of indemnification shall not be exclusive of other rights to which such Trustee or Officer may be entitled to as a matter of law. The Board of Trustees may obtain insurance on behalf of any person who is or was a Trustee, Officer, employee, or agent against any liability arising out of his status as such, whether or not the Association would have power to indemnify him against such liability.

ARTICLE XIV.

Corporate Seal

The Association may obtain a seal in circular form, having within its circumference the words "FIR TREE MEADOWS HOMEOWNERS ASSOCIATION" in the form and style as affixed in these Bylaws by the impression of such seal.

ARTICLE XV.

Miscellaneous

Section 1. Amendment: These Bylaws may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that during the developmental period, the Developer shall have the right to veto amendments.

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

ARTICLE XVI.

Fiscal Year

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

ARTICLE XVII.

Date of Adoption

These Bylaws were duly adopted by the Association on the 1
day of November, 1991.

BOARD OF TRUSTEES

H. D. Chaffey
Herbert D. Chaffey

Kandice Chaffey
Kandice Chaffey

Aileen Oppelaar
Aileen Oppelaar

ATTEST:

Aileen Oppelaar
Secretary



STATE of WASHINGTON SECRETARY of STATE

I, Ralph Munro, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF INCORPORATION

to

FIR TREE MEADOWS HOMEOWNERS ASSOCIATION

a Washington Non Profit corporation. Articles of Incorporation were
filed for record in this office on the date indicated below:

U.B.I. Number: 601 214 203

Date: November 16, 1989



Given under my hand and the seal of the State of
Washington, at Olympia, the State Capitol

Ralph Munro, Secretary of State

ARTICLES OF INCORPORATION
OF
FIR TREE MEADOWS HOMEOWNERS ASSOCIATION

In compliance with the requirements of Title 24, Revised Code of Washington, as amended, the undersigned, all of whom are residents of the state of Washington and citizens of the United States and all of whom are over the age of eighteen (18) years, have this day voluntarily associated themselves together for the purpose of forming a non-profit organization and do hereby make, subscribe, executed, and adopt, in triplicate, the following Articles of Incorporation, and certify as follows:

ARTICLE I

Name

The name of the corporation shall be Fir Tree Meadows Homeowners Association.

ARTICLE II

Registered Office and Address

The address of the initial registered office and the name of the corporation's initial registered agent at such address is:

Name

Herbert D. Chaffey

Address

205 Lake Street South
Suite 101
Kirkland, WA 98033

ARTICLE III

Purposes and Powers of the Corporation

This corporation does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation, landscaping and architectural control of certain of the residence lots and the common properties within that certain tract of property described in the Plat of Fir Tree Meadows, as each Division thereof is platted, and to promote the health, safety, and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association by annexation, as provided in Article VIII herein, and for these purposes:

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration," applicable to the property and recorded or to be recorded in the offices of the King County Auditor and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth fully herein;

(b) To fix, levy, collect, and enforce payment by any lawful means, all charges and assessments pursuant to the terms of the Declaration; to pay all expenses in connection

therewith and all office and other expenses incident to the conduct of the business of the corporation, including all licenses, taxes, or governmental charges levied or proposed against the property of the Association;

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

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

(e) To have and to exercise any and all powers, rights, and privileges which a corporation organized under the Non-profit Corporation laws of the state of Washington by law may not or hereafter have or exercise.

ARTICLE IV

Membership

Every person or entity who is the contract purchaser or record owner of a fee interest in any lot in the various Divisions of the Plat of Fir Tree Meadows, records of King County, state of Washington, shall be a member of the Association; provided, however, that if any lot is held jointly by two (2) or more persons, the several owners of such interest shall designate one (1) of their number as the "member." The foregoing is not intended

to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separate from ownership of or the contract purchaser's interest in any lot which is subject to assessment by the Association, except that the incorporators shall be eligible for membership without regard to ownership of an interest in the properties. Upon transfer of the fee interest to, or upon the execution and delivery of a contract for the sale of (or of an assignment of a contract purchaser's interest in) any lot, the membership and certificate of membership in the Association shall ipso facto be deemed to be transferred to the grantee, contract purchaser, or new contract purchaser, as the case may be. Ownership of, or a contract purchaser's interest in, any such lot shall be the sole qualification for membership.

ARTICLE V

Voting Rights

The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all those owners as defined in Article IV, with the exception of the Declarant.

Class A members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership by Article IV. When more than one person holds such 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 (1) vote be cast

with respect to any lot.

Class B. Class B members shall be the Declarant (as defined in the Declaration), and three (3) memberships shall exist for each lot in which Declarant holds the interest required for membership by Article IV, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership;
- (b) On the 1st day of January, 2000.

ARTICLE VI

Board of Trustees

The affairs of this corporation shall be managed by a Board of Trustees, who need not be members of the Association. The initial Board of Trustees shall consist of three (3) Trustees. The names and addresses of the persons who are to act in the capacity of Trustees until the first annual meeting are:

<u>Name</u>	<u>Address</u>
Herbert D. Chaffey	205 Lake Street South Suite 101 Kirkland, WA 98033
Kandice Chaffey	205 Lake Street South Suite 101 Kirkland, WA 98033
Aileen Oppelaar	205 Lake Street South Suite 101 Kirkland, WA 98033

At the first annual meeting, the members shall elect one (1) Trustee for a term of one (1) year; one (1) Trustee for a term of two (2) years; and one (1) Trustee for a term of three (3) years; and at each annual meeting thereafter, the members shall elect one (1) Trustee for a term of three (3) years.

ARTICLE VII

Liabilities

The highest amount of indebtedness or liability, direct or contingent, to which this corporation may be subject at any one time shall not exceed one hundred fifty percent (150%) of its income for the previous fiscal year, provided that additional amounts may be authorized by the assent of two-thirds (2/3) of the voting power of the Association.

ARTICLE VIII

Annexation of Other Properties

Section 1. The Association may, at any time, annex additional residential properties and common areas to the properties described in Article III, and so add to its membership under the provisions of Article IV; provided that annexation of additional properties, other than properties described in Section 2 hereof, shall require the assent of two-thirds (2/3) of the voting power of the Association.

Section 2. If, within fifteen (15) years from the date of recording of the Declaration of Covenants, Conditions and Restrictions applicable to the properties described in Article III,

the Declarant should develop additional lands adjoining the properties, such additional lands may be annexed to the existing property by the Declarant without a vote of this Association.

ARTICLE IX

Authority to Mortgage

Any mortgage by the Association of the common properties defined in the Declaration shall have the assent of two-thirds (2/3) of the voting power of the Association.

ARTICLE X

Authority to Dedicate

The Association shall have power to dedicate or transfer all or any part of the common properties owned by it to any governmental unit or public agency or authority or public utility for such purposes and subject to such conditions as may be agreed to by the Association. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the voting power of the Association entitled to vote has been recorded, agreeing to such dedication or transfer.

ARTICLE XI

Dissolution

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the voting power of the Association. Upon dissolution of the Association, the assets, both real and personal, of the Association shall be dedicated to an appropriate public agency to be devoted to purposes

as nearly as practicable to the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust, or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association.

ARTICLE XII

Duration

This corporation shall exist perpetually.

ARTICLE XIII

Meeting for Actions Governed by Articles VII through XI

In order to take action under Articles VII through XI, there must be a duly held meeting. Written notice, setting forth the purposes of the meeting, shall be given to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the voting power shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting must be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) the required quorum of the preceding meeting. In the event that two-thirds (2/3) of the members are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

ARTICLE XIV

Amendments

Amendment of these Articles by the Association so as to change the name, its purpose, the place where its principal place of business will be, or the duration of its existence, shall be by affirmative vote of a majority of the voting power of the Association, but amendment of any other provision of these Articles shall require the affirmative vote of seventy-five percent (75%) of the voting power of the Association.

ARTICLE XV

Indemnification of Trustees and Officers

Trustees of this corporation shall not be liable to the corporation or its members for damages caused by an action or inaction taken by the Trustee in good faith. This provision may not limit a Trustee's liability for acts involving intentional misconduct such as a knowing violation of the law or a knowing breach of the Trustee's fiduciary duty to the corporation.

Trustees and officers of this corporation shall be indemnified and held harmless from and against any damages, liabilities, judgments, penalties, fines, settlements, and reasonable expenses (including attorneys' fees) actually incurred as a result of all actions undertaken by said officers or trustee in good faith, and (a) in the case of conduct in his own official capacity with the corporation, he reasonably believed his conduct to be in the corporation's best interests or (b) in all other cases, he

reasonably believed his conduct to be at least not opposed to the corporation's best interests, and (c) in the case of any criminal proceedings, he had no reasonable cause to believe this conduct was unlawful. Said officers and Trustees shall be indemnified and held harmless to the full extent permitted by law.

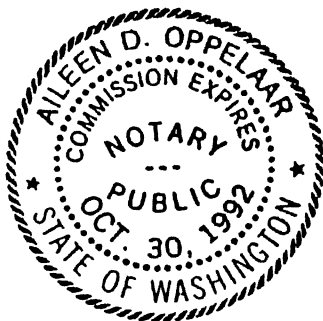
IN WITNESS WHEREOF, for the sole purpose of forming this corporation under the laws of the state of Washington, the undersigned, constituting the incorporator of this corporation, has executed these Articles of Incorporation this 9 day of November 1989.

H. Chaffey
Herbert D. Chaffey
205 Lake Street South, Suite 101
Kirkland, WA 98033

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 9th day of November 1989, there appeared before me H. Chaffey, to me known to be the person described in and who executed the foregoing Articles of Incorporation of Fir Tree Meadows Homeowners Association, and acknowledged and declared to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year first set forth above.



Aileen D. Oppelaar
NOTARY PUBLIC in and for the state
of Washington, residing at:
Kirkland
My Commission Expires: 10-30-92

CONSENT TO SERVE AS REGISTERED AGENT

I, H. CHAFFEY, hereby consent to serve as Registered Agent, in the state of Washington, for the following corporation:

FIR TREE MEADOWS HOMEOWNERS ASSOCIATION

I understand that as agent for the corporation it will be my responsibility to receive service of process in the name of the corporation; to forward all mail to the corporation; and to immediately notify the office of the Secretary of State in the event of my resignation, or of any changes in the registered office address of the corporation for which I am agent.

Date: NOV. 9, 1989

H. Chaffey
Herbert D. Chaffey

ch2/firtree.art