

Si View Homeowner's Association

Questions, Comments and Complaints

If you have a question, comment or complaint regarding an activity taking place in the community, or if you have questions regarding architectural control or the protective covenants, please contact either please contact the Homeowner's Association Board [President](#) or [Architectural Review](#) person. You can find contact information for these people on the Si View web site: <http://www.siviewhoa.info>

All complaints must be followed up in writing in order for the Community Organization to act on them. Send email or letter to P.O. Box 2193, North Bend, WA 98045.

Annual Homeowner's Meeting

According to our Bylaws, the annual Homeowner's meeting is the first Wednesday in November at a location TBD. The purpose of this meeting is to discuss old and new business, ratify the proposed budget, and elect new Board members. Dues are also set at this time and are due each year in January.

Board Members

Currently, there are 7 Board Members, including the following:

President (2 year term),

Architectural Review (2 year term),

Secretary (2 year term),

Vice President (1yr term),

Treasurer (2 year term),

Newsletter / Communications (1 year term),

Special Events (1year term).

Community Organization

Each lot shall constitute one membership to the Community Organization. By taking title to any lot within the subdivision each homeowner agrees to pay dues and charges levied by the Community Organization according to the Articles of Incorporation, Bylaws, and Declaration of Protective Covenants.

Community Organization Dues

The Community Organization charges dues to its membership to cover the costs of running the Organization. Your dues pay for street lighting, common area landscape maintenance and irrigation, maintenance of the Si View entry monument, as well as funding neighborhood special events. If dues or charges remain unpaid for a period of 30 days after the due date, the Community Organization may place a written notice of public record claiming a lien against said lot for delinquent dues, charges, late fees, and attorney fees.

Si View Community Organization Highlights of Protective Covenants

This information is meant only to be an overview of the Protective Covenants pertaining to Si View, please refer to the Declaration of Protective Covenants for a complete and legal text of the covenants pertaining to the lots within the subdivision.

Buildings, Permitted Structures, Fences

1. The plans and specifications for all improvements (outbuilding, fence, landscaping, wall, building, pools, etc.) or changes to a lot must be submitted to the [Architectural Control Committee](#) (the Community Board in absence of an appointed committee) for approval prior to construction. These improvements must substantially conform to the Committee's approved plans.
2. All work must be diligently pursued, and the exterior of the structure to be built should be completed within six months after the work commences.
3. Permitted accessory buildings include:
 - a. Greenhouses
 - b. Playhouses
 - c. Tool sheds
 - d. Wood sheds
 - e. Doghouses
 - f. Gazebos
4. The design and location of accessory buildings should not detract from the visual appearance of the neighborhood or other homes. Accessory buildings should be located to minimize visual impact and, in general be placed in the rear yard. The Architectural Control Committee may require visual screening of accessory buildings from adjacent lots. The ACC may also require the use of materials and colors which lessen the visual impact of accessory buildings.
5. All structures must comply with the applicable building code. Code approvals and required permits must be obtained from the [City of North Bend](#).
6. Changes to the exterior color of any improvement or existing structure must be approved by the Architectural Control Committee.
7. No structures except fences are allowed within ten feet of the rear of every lot that does not abut common open space. This ten foot easement is reserved for landscape screening.
8. Exterior aerials, antennas, microwave receivers, or satellite dishes are not permitted on any lot. (The ACC will establish rules for the use of small, new generation satellite dishes)

Architectural Control

1. The Architectural Control Committee is currently comprised of the Architectural Review Board HOA representative and 2 appointed committee members.
2. Prior to construction, and Architectural Review form must be completed and all plans and specifications should be submitted with a request for approval showing the name and address of persons seeking approval and the lot involved.
3. The ACC will approve or disapprove submitted requests for approval within 30 days of receipt.

Landscaping and Landscape Maintenance

1. The front yard shall be landscaped prior to occupancy of any house, and the remainder of the lot should be landscaped within one year after occupancy.
2. Trees or shrubs on a lot should not be allowed to grow to a size that interferes with a view of significance from another residence.
3. Vegetable gardens, play equipment and pools are only allowed between the rear residence line and the rear lot line or the rear side yard behind a fence (if one has been constructed) unless otherwise approved by the Architectural Control Committee.
4. Each homeowner is responsible for maintaining the landscaping in a neat and presentable condition at all times and shall not allow the landscaping to become overgrown or allow weeds to proliferate. After reasonable notice to the homeowner, the Community Organization has the right to remedy, at the homeowner's expense, any violations to this condition.

Miscellaneous Covenants

1. Usual household pets (dogs, cats, small birds, etc.) are allowed provided they are not kept, bred or maintained as a business. Other animals, livestock, or poultry are not allowed.
2. All refuse containers must be kept in a clean and sanitary condition and out of sight.
3. Businesses or commercial activity of any kind is not allowed if:
 1. It interferes with the quiet and peaceful use and enjoyment of any part of the Subdivision;
 2. It is visible from the street or adjacent lots;
 3. It increases the noise level in the surrounding area;
 4. It increases traffic volumes beyond usual residential volumes.
4. Vehicles, materials, equipment, etc. should not be stored, dismantled or repaired in the street, driveway, or within view from the street or any part of the subdivision. Vehicles used regularly may be parked in the driveway.
5. No firearms, whether for hunting or target practice, should be discharged in the subdivision

SI VIEW ARCHITECTURAL COMMITTEE

DESIGN GUIDELINES FOR PLAY EQUIPMENT, POOLS, HOT TUBS, STORAGE SHEDS & FENCES

Play Equipment and Game Courts

Play equipment shall be located in the rear yard. When selecting and locating play equipment, consideration shall be given to location, size, design and impact on adjoining neighbors. The Committee may require visual screening from adjacent lots and streets. Equipment utilizing natural materials is encouraged and should be painted to blend with the natural surroundings, or if located adjacent to a dwelling or fence, painted to match the background or screening structure. Bright primary colors should not be considered for play equipment when visible from adjacent lots or streets. Basketball backboards should be of a freestanding design when installed at the driveway, they should not be attached to the house. The basketball backboard may be installed at the side of the driveway with the backboard post inserted into an underground sleeve, or the backboard may be portable, with wheels attached at the base of the post. Portable basketball hoops should be stored in a screened side yard when not in use.

Pools and Hot Tubs

Pools and hot tubs must be located at the rear of a house, but special consideration will be given to an alternative location if the property is an unusual configuration. Pools and spas shall be designed not to impact adjoining properties with light or sound. Pool heaters and pumps must be screened from view and sound insulated from neighboring houses. Pool and mechanical equipment must be protected by a 6' high fence. Fences and gates should conform to the guidelines pertaining to fencing and all applicable building codes.

Storage Sheds

A shed will be considered only if it blends in with the house and maintains a continuity of building materials and color. Metal sheds or buildings are deemed not compatible. Storage sheds shall be located only in the rear yard and screened from view of adjacent streets and neighbors. Maximum size for freestanding storage sheds is 10' x 12' and 8' tall at highest point on roof.

Fences

All screen fences shall be of a uniform design (see attached example). The fence design has a similar appearance from either side and will normally be installed with the 2 x 4 nailers facing your lot and the 1 x 4 cedar trim facing the street and neighboring properties. On corner lots the side street fencing may be installed no closer than 5' to the side street Lot Line and landscape screening must be installed and maintained in the planting strip between the fence and street. All fencing facing a street, blvd. or common area must be stained the standard Si View fence color -staining of all fence surfaces is encouraged but not required.

SI VIEW ARCHITECTURAL CONTROL COMMITTEE SUBMITTAL PROCEDURE

Please submit the [Architectural Application](#) (available on the Si View HOA website) and submit to the Architectural Review committee at P.O. Box 2193, North Bend WA 98045

1. New construction or installation of but not limited to; Dwellings, accessory buildings including storage sheds and playhouses, fences, awnings, trellises, patio covers, decks, gazebos, sport courts, screens, pools, fountains, spas, hot tubs, play equipment, antennas, flood lights, exterior sound systems and solar energy systems.
2. Modifications, alterations, additions, changes in material or color, etc. to existing structures or front yard landscaping.

Application to the A.C.C. should include:

- A. Site plan showing relation of improvement to existing house and lot lines of adjacent properties.
- B. Photograph or drawing of proposed improvement.
- C. Dimensions to clearly indicate size and scale.
- D. Colors and proposed materials.
- E. Estimated start and completion dates.

Please note that the A.C.C. has 30 days to review and decide on all requests.

The A.C.C. may request the review and acknowledgment of adjacent property owners and other homeowners who might be affected by the proposed improvements. In this case you can speed up the approval process by presenting your proposal to the adjacent property owners and having them sign the acknowledgment form attached.

SI VIEW FENCING STANDARD STAIN COLORS

Mix one (1) part Parker 5414 D Asteroid oil base heavy bodied stain with three (3) parts Woodlite* #3000 clear oil base.

*Alternate clear products are Woodlife or Mineral Spirits.

PARKER PAINTS
Issaquah Store
1145 N. W. Gilman Blvd.
Phone 391-5376

PARKER PAINTS
Redmond Store
15490 Redmond Way
Phone 885-7858

NOTE: ALL FENCES FACING STREET, BLVD. AND COMMON AREAS MUST BE STAINED THIS COLOR.

ARTICLES OF INCORPORATION

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STATE OF WASHINGTON

MAR 29 1996

RALPH MUNRO

SECRETARY OF STATE

SI VIEW COMMUNITY ORGANIZATION

A Washington Nonprofit Corporation

The undersigned incorporator in order to incorporate Si View Community Organization as a nonprofit corporation in accordance with Chapter 24.03 of the Revised Code of Washington hereby signs in duplicate these Articles of Incorporation.

ARTICLE I Name

The name of this corporation is SI VIEW COMMUNITY ORGANIZATION.

ARTICLE II Duration

The period of duration of this corporation shall be perpetual.

ARTICLE III Purpose

The purposes for which this corporation is organized are to promote the welfare and interests of the residents of the Si View Development as defined by the Declaration of Protective Covenants for Si View as recorded in King County, Washington by administering and enforcing the protective covenants governing the use of the property in the development, approving plans for improvements of lots in the development in accordance with the protective covenants, engaging in civic improvements and development activities, acquiring, owning, improving, managing, repairing, maintaining and operating real and personal property for the benefit of its members, and to do such things as may be necessary and convenient to accomplish all such purposes.

ARTICLE IV Internal Regulations

Section 1. Lots. As used in these Articles, Lot or Lots shall refer to Lots which are described in the Declaration of Protective Covenants for Si View as recorded in King County, Washington.

Section 2. Memberships. There shall be a maximum of one membership in this corporation for each Lot and no more memberships. Membership in this corporation shall be appurtenant to and not severable from such fee ownership or vendee's interest and shall transfer and terminate with transfers and termination of such interests without further action on the part of this corporation or its several members. Membership shall stand in the name or names of the persons who from time to time are record fee title owners of lots which are not subject to a recorded contract for purchase and sale and who from time to time are the holders of the vendee's interest under a recorded contract for purchase and sale of Lots. The holders of the memberships shall be members of this corporation.

Section 3. Assessments. Each membership shall be subject to assessment in an amount determined by the directors for administrative costs of the corporation and for maintaining, repairing, improving, reconstructing, replacing, and regulating any property which the corporation may acquire. The assessments shall be equally applied against each membership. The members who hold the membership shall be jointly and severally liable for assessments against the membership.

Section 4. Voting. Each membership shall be entitled to exercise one vote on each matter presented to the membership for consideration. There shall be no cumulative voting. A party which holds more than one membership shall have one vote for each membership it holds. The manner of exercising the vote shall be as set forth in the bylaws.

Section 5. Term of Initial Board. The members of the initial board of directors shall serve until the first meeting of the organization in November, 1996. Any vacancy occurring in the initial board of directors, regardless of the cause therefore, shall be filled by the action of the Declarant that the director represented. In the event a Declarant is no longer a member of the corporation, the director will be named by the surviving Declarant.

Section 6. Election of Directors. Upon the expiration of the initial term of the initial board of directors, three directors shall be elected by the membership. One director shall be elected for a term of two years and two directors shall be elected for a term of one year. The term of such directors shall end on the day of the month on which the annual meeting of members is held; provided that in any event each of such directors shall serve a term of at least one full year. Thereafter, at the expiration of the term of each of such directors, a director shall be elected for a term of two years to fill the vacancy. In any event, each director shall serve until a successor is elected and qualified and shall be elected at an annual meeting of members.

Section 7. Qualifications of Directors. After the initial term of directors ends, no person shall be qualified to be elected as director of this corporation or to continue to hold office as director of this corporation unless such person is a member of this corporation, except that the employee of a corporation which is a member or is a partner of a partnership which is a member and the employee of a partnership which is a member shall be qualified to serve as director of this corporation.

Section 8. Reserves. As determined by its directors, from time to time this corporation may establish and maintain reasonable reserves for maintenance and replacement of its property.

Section 9. Amendment These Articles may be amended by a majority vote of those present at a meeting of the organization at which a quorum is present, provided that during the Development Period, the Declarant may unilaterally amend these Articles at any time if such amendment is necessary to bring any provision hereof into compliance with any applicable statute, rule, regulation or judicial decision. No amendment to these Articles shall be adopted during the Development Period without the written consent of the Declarant.

ARTICLE V Initial Registered Agent

The address of the initial registered office of the corporation is 846 - 108th Avenue NE, Suite 200, Bellevue, Washington 98004, and the name of the initial registered agent of this corporation at such address is Chateau Development, Inc., A Washington corporation.

ARTICLE VI Initial Board of Directors

The initial board of directors shall be constituted of a minimum of two directors.

ARTICLE VII Incorporator

The name and address of the incorporator is Chateau Development, Inc., 846 - 108th Avenue N.E., Bellevue, Washington 98004.

ARTICLE VIII Distribution of Dissolution

In the event of dissolution of the corporation, the net assets of the corporation shall be distributed among persons and parties holding its memberships in proportion to the number of votes held by the respective memberships.

ARTICLE IX Indemnification

To the full extent permitted by law each officer and director of this corporation shall be indemnified by the corporation from and on account of any liability for acts or omissions occurring during the course of business or activities undertaken on behalf of the corporation. This indemnification shall include indemnification against all costs and expenses, including attorneys' fees, litigation costs, civil penalties, fines and other charges incurred incident thereto. However, this indemnification shall not apply in any action by or on behalf of the corporation against a director in which action the director has been adjudged guilty of any breach of *duty* toward the corporation. To the extent that it is necessary for the directors to implement this indemnification, at the request of an officer or director, the directors shall take such action as is appropriate and allowable to implement this indemnification. In addition, no director shall be personally liable to the corporation or any of its members for monetary damages for conduct as a director; provided that this provision shall not eliminate or limit the liability of a director for acts or omissions that involve intentional misconduct by the director or for any transaction from which the director will personally receive a benefit in money, property, or services to which the director is not legally entitled.

DATED:3-26-1996.

CHATEAU DEVELOPMENT, INC.

a Washington Corporation
Charles F. Conner, President

CONSENT TO SERVE AS REGISTERED AGENT

CHATEAU DEVELOPMENT, INC., A Washington corporation, hereby consents to serve as Registered Agent, in the State of Washington, for SI VIEW COMMUNITY ORGANIZATION, a Washington nonprofit corporation. We understand that as agent for the corporation, it will be our responsibility to receive service of process of the name of the corporation, to forward all mail to the corporation; and to immediately notify the office of the Secretary for State in the event of our resignation, or of any changes in the registered office address of the corporation for which we are agent

DATED: 3-26-1996

CHATEAU DEVELOPEMENT: A WASHINGTON CORPORATION

Charles F. Conner, President 846 - 108th Avenue N.E. Bellevue,WA. 98004

BYLAWS of SI VIEW COMMUNITY ORGANIZATION a Washington Nonprofit Corporation

ARTICLE I Offices

This corporation shall have such offices as the board of directors may designate or its' business may require from time to time.

ARTICLE II Number of Directors

The initial number of directors of this corporation shall be two. The number of directors is otherwise subject to change as provided in Section 2 of Article IV.

ARTICLE III Members and Membership

Section 1. Annual Meeting. The annual meeting of the members shall be held on the first Wednesday in the month of November, commencing in November, 1996, for the purpose of electing directors if any are to be elected and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the state of Washington, the meeting shall be held on the next succeeding business day. If the annual meeting is not held on the day designated herein, the board of directors shall cause a special meeting of members to be held as soon thereafter as may be convenient to elect directors.

Section 2, Special Meetings. Special meetings of the members may be called for any purpose or purposes by the President, or by a majority of the Board of Directors and shall be called by the secretary at the written request of any members holding not less than one tenth of all votes of the members.

Section 3. Place of Meeting. The annual meeting or special meetings of the members shall be held at such place within King County, Washington, as the board of directors may from time to time designate.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail by first class prepaid United States mail or cause to be hand delivered to the Owner of each Lot (as shown in the records of the Community Organization) a notice of each annual or special meeting of the Community Organization. The mailing or delivery of a notice of meeting in the manner provided in this Section shall be served not less than fourteen (14) nor more than (60) days before a meeting. The notice of any special meeting shall state the date, time, and place of such meeting and the business to be placed on the agenda by the Board of Directors for a vote by the members, including the general nature of any proposed amendment to the Articles of Incorporation, Bylaws, any budget or changes in the previously approved budget that result in a change in assessment obligation, and any proposal to remove a director.

Section 5. Quorum. The presence in person or by proxy of holders of twenty five percent (25%) of the votes of the members shall constitute a quorum at a meeting of members. If a quorum is present, a majority affirmative vote of the members present and entitled to vote shall be the act of the members unless the vote of a greater number or voting by classes is required by law, the Articles of Incorporation or these Bylaws.

Section 6. Method of Voting. The holder of a membership entitled to vote may vote in person or by mail or by proxy. No right to cumulate votes at the election of directors shall exist. Each membership shall have one vote on each matter submitted to a vote at a meeting of membership as is provided for in the Articles of Incorporation. If a membership is held by more than one member, then the holders of the membership shall designate the person or proxy who shall exercise the vote of the membership. If more than one person or proxy shall attempt to exercise the vote of the membership on the same issue, then the vote of the membership shall be disregarded, and the membership shall be recorded as having abstained from the vote.

Section 7. Voting by Certain Members. The votes of memberships held by a corporation, domestic or foreign, may be voted by such officer, agent or proxy as the bylaws of such corporation may prescribe, or in the absence of such provision, as the board of directors of such corporation may determine. A certified copy of a resolution adopted by such directors shall be conclusive as to their action. The votes of memberships held by a partnership may be voted by any partner. The votes of memberships which are held by administrators, executors, guardians or conservators may be voted by them, either in person or by proxy, without a transfer of such memberships into their names. The votes of memberships which are held by trustees may be voted by them either in person or by proxy, but no trustees shall be entitled to vote memberships held by them without a transfer of such memberships into their name. The votes of memberships which are held by receivers may be voted by such receivers, and memberships under the control of a receiver may be voted by the receiver without the transfer thereof into their name if authority to do so is contained in an appropriate order of the court by which such receiver was appointed.

Section 8. Informal Action by Members or Directors. Any action required to be taken at a meeting of the membership or directors or any other action which may be taken at a meeting of the membership or directors may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all the members or directors entitled to vote with respect to the subject matter thereof.

ARTICLE IV Board of Directors

Section 1. General Powers. The business and affairs of the corporation shall be managed by its board of directors, except as provided in section II of this Article.

Section 2. Initial Directors and Election of Subsequent Directors. The members of the initial board of directors shall serve for an initial term until as defined in Article IV of the Articles of Incorporation. Upon the expiration of the initial term of the initial board of directors, three directors shall be elected. One director shall be elected for a term of two years and two directors shall be elected for a term of one year. The term of such directors shall end on the day of the month on which the annual meeting of members is held; provided that in any event each of such directors shall serve a term of at least one full year. Thereafter, at the expiration of the term of each of such directors, a director shall be elected for a term of two years to fill the vacancy. In any event, each director shall serve until a successor is elected and qualified and shall be elected at an annual meeting of members.

Section 3. Change in Number, Tenure, and Qualifications. The number of directors may be increased or decreased consistent with statutory requirements and subject to the provisions of this Article IV by amendment to these Bylaws. After the initial term of directors ends, no person shall thereafter be qualified to be elected as director of this corporation or to continue to hold office as director of this corporation unless such person is a member of this corporation, except that an employee of a corporation which is a member or a person who is a partner of a partnership which is a member or an employee of a partnership which is a member shall be qualified to serve as a director of this corporation. Except as provided in the Articles of Incorporation and unless removed in accordance with the provisions of these Bylaws, each director shall hold office until the second annual meeting of the members after the meeting at which they were elected and until their successor shall have been elected and qualified.

Section 4. Election. A person receiving the most votes at an election of directors shall be elected regardless whether such person receives a majority. If more than one director is to be elected at a meeting then each director shall be elected separately so that, for example, the first vacancy shall be filled by election before the nominations are closed and the election is held for the second vacancy. Nominations shall be made separately for each vacancy, may be made by committee appointed by the president and may be made from the floor.

Section 5. Regular Meetings. Without other notice than this bylaw, a regular meeting of the board of directors shall be held immediately after and at the same place as the annual meeting of members. The board of directors may provide by resolution the time and place, within the State of Washington as the place for holding any other regular meetings of the board of directors or committees called by them. In addition the president or any director may call a special meeting of the board of directors.

Section 6. Notice. Written notice of special meetings of the board of directors stating the time and place thereof shall be given at least two (2) days prior to the date set for such meeting by the person authorized to call such meeting or the secretary of the corporation either by personal delivery to each director or by telegram. If mailed, the notice shall be deemed to be given when deposited in the United States mail, postage prepaid, so addressed to the director. If notice is given by telegram, the notice shall be deemed given when the telegram is delivered to the telegraph company for transmission. If no place for such meeting is designated in the notice thereof, the meeting shall be held at the registered office of the corporation. Any director may waive notice of any meeting at any time. The attendance of a director at a meeting shall constitute a waiver of notice of the meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 7. Quorum. A majority of the number of directors fixed by these bylaws shall constitute a quorum for the transaction of any business at any meeting of directors.

Section 8. Manner of Acting. The act of the majority of the directors present at a meeting or adjourned meeting at which a quorum is present shall be the act of the board of directors unless the act of a greater number is required by the Articles of Incorporation or these Bylaws.

Section 9. Removal. Any one or more of the board of directors may be removed from office with or without cause by a majority vote of the membership.

Section 10. Vacancies. Subject to the provisions of Article IV, Section 5 of the Articles of Incorporation, any vacancy occurring in the board of directors, including a vacancy occurring by removal during the initial term of directors, may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the board of directors. A director elected to fill a vacancy shall be elected for the unexpired term of their predecessor in office. Any directorship to be filled by reason of an increase in the number of directors shall be filled by the board of directors for a term of office continuing only until the next election of directors by membership.

Section 11. Architectural Control. Until the end of the Development Period, the Declarant shall appoint members of the Architectural Control Committee described in Article C of the Declaration of Protective Covenants for Si View. After the end of the Development Period, the directors of this organization shall act as the Architectural Control Committee or may delegate such duties to a committee appointed by the board.

Section 12. Open Board Meetings. All meetings of the Board of Directors shall be open to all members. The Board of Directors shall keep minutes of all actions taken by the Board, which shall be available to all members.

Section 13. Executive Sessions. Upon the affirmative vote in open meeting to assemble in closed session, the Board of Directors may convene in a closed executive session to consider personnel matters; consult with legal counsel or consider communications with legal counsel; and discuss likely or pending litigation, matters involving possible violations of the Articles of Incorporation, Declaration and/or Bylaws of the Organization, and matters involving the possible liability of a member to the Organization. The motion shall state specifically the purpose for the closed session. Reference to the motion and the referred purpose shall be included in the minutes. The Board of Directors shall restrict the consideration of matters during the closed portions of meetings only to those purposes specifically exempted and stated in the motion. No motion, or other action adopted, passed, or agreed to in closed session may become effective unless the Board of Directors, following the closed session, reconvenes in open meeting, and votes in open meeting on such motion, or other action which is reasonably identified. The requirements of this subsection shall not require the disclosure of information in violation of law or which is otherwise exempt from disclosure.

Section 14. Ratification of Budgets. Within thirty (30) days after adoption by the Board of Directors of any proposed regular or special budget of the Organization, the Board shall set a date for a meeting of the members to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing of the summary. Unless at that meeting the members holding a majority of the votes in the Organization reject the budget, in person or by proxy, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the members shall be continued until such time as the members ratify a subsequent budget proposed by the Board of Directors.

Section 15. Limitations on Authority of Board of Directors. Notwithstanding any other provision in these Bylaws, the Board of Directors may not act on behalf of the Organization to amend the Articles of Incorporation, to terminate the Organization, to elect members of the Board of Directors (other than to fill a vacancy pursuant to Article IV, Section 3 and Section 10), or to determine the qualifications, powers, duties or terms of office of members of the Board of Directors.

ARTICLE V Officers

Section 1. Number. The officers of the corporation shall be president, one or more vice presidents, a secretary and a treasurer, each of whom shall be elected by the board of directors. Such other officers and assistant officers as may be deemed necessary or appropriate may be elected or appointed by the board of directors. Any two or more offices may be held by the same person except the offices of president and secretary.

Section 2. Election and Term of Office. The officers of the corporation to be elected by the board of directors may be elected for such term as the board may deem advisable not to exceed three years. Officers of the corporation shall be elected at the first meeting of directors following the expiration of the term of office. Each officer shall hold office until their successor shall have been duly elected and qualified regardless of their term of office, except in the event of their prior death or resignation or their removal in the manner they rein after provided.

Section 3. Removal. Any officer or agent elected or appointed by the board of directors may be removed by the board of directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract right or rights to compensation.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the board of directors for the unexpired portion of the term.

Section 5. President. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all promissory notes. The President shall prepare, execute, certify, and record amendments to the Articles of Incorporation, the Declaration, and these Bylaws, at the request and under the direction of the Board of Directors, as authorized by the members when applicable.

ARTICLE VI Contracts, Loans, Checks and Deposits

Section 1. Contracts. The board of directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instruments in the name of and on behalf of the corporation, and that authority may be general or confined to specific instances. A director or officer of the corporation shall not be disqualified by their office from dealing or contracting with the corporation either as a vendor, purchaser, creditor, debtor or otherwise. The fact that any director or officer, or any firm of which any director of the corporation is a member, officer or director, is in any way interested in any transaction or contract shall not make the transaction or contract void or voidable, or require the director or officer of the corporation to account to the corporation for any profits therefrom if the transaction or contract is or shall be authorized, ratified or approved by vote of a majority of a quorum of the board of directors excluding the interested director.

Section 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the board of directors. That authority may be general or confined to specific instances. No loans shall be made by the corporation to its members, officers or directors.

Section 3. Checks, Drafts, Deposits, etc. All checks, drafts or other orders for the payment of money notes or other evidences of indebtedness issued in the name of the corporation shall be signed by the officer or officers, agent or agents of the corporation and in the manner as shall from time to time be determined by resolution of the board of directors. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in the banks, trust companies or other depositories as the board or directors may select.

Section 4. Financial Records. The Organization or its managing agent shall keep financial records sufficiently detailed to enable the Organization to fully declare to each Owner the true statement of its financial status. All financial and other records of the Organization, including but not limited to checks, bank records, and invoices, in whatever form they are kept, are the property of the Organization. Each Organization managing agent shall turn over all original books and records of the Organization immediately upon termination of the management relationship with the Organization, or upon such other demand as is made by the Board of Directors. An Organization's managing agent is entitled to keep copies of the Organization records. All records which the managing agent has turned over to the Organization shall be made reasonably available for the examination and copying by the managing agent.

Section 5. Membership Records. All records of the Organization, including the names and addresses of Owners and other occupants of the lots, shall be available for examination by all members, holders of mortgages on the lots, and their respective authorized agents on reasonable advance notice during normal working hours at the offices of the Organization or its managing agent. The Organization shall not release the unlisted telephone number of any member. The Organization may impose and collect a reasonable charge for copies and any reasonable costs incurred by the Organization in providing access to records.

Section 6. Financial Statements. At least annually, the Organization shall prepare or cause to be prepared, a financial statement of the Organization. In the event annual assessments by the Organization are fifty thousand dollars (\$50,000,00) or more, the financial statements shall be audited at least annually by an independent certified public accountant, but the audit may be waived if sixty-seven percent (67%) of the votes cast by members, in person or by proxy, at a meeting of the Organization at which a quorum is present, vote each year to waive the audit.

Section 7. Organization Funds. The funds of the Organization shall be kept in accounts in the name of the Organization and shall not be commingled with the funds of any other organization, nor with the funds of any manager of the Organization or any other person responsible for the custody of such funds.

ARTICLE VII Waiver of Notice

Whenever any notice is required to be given to any member or director of the corporation under the provisions of these Bylaws, the Articles of Incorporation or law, a waiver thereof in writing, signed by the person or persons entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of notice.

ARTICLE VIII Amendments

Except for Section 2 and 3 of Article IV which may only be amended with the unanimous consent of all of the memberships entitled to vote, these bylaws may be altered, amended, or repealed and new bylaws may be adopted by the affirmative vote of a majority of the board of directors at a meeting called for that purpose, provided the Declarant may unilaterally amend these Bylaws at any time if such amendment is necessary to bring any provision hereof into compliance with any applicable statute, rule, regulation or judicial decision. No amendment to these Bylaws shall be adopted during the Development Period without written consent of the Declarant.

The foregoing was adopted as the Bylaws of Si View Community Organization at the first meeting of directors held on April 30, 1996.

Michael D Levy, President

WHEN RECORDED RETURN TO:
Steven R. Johns
Conner Development
846 108th Ave. N.E., Suite 200
Bellevue, WA 98004

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Amendment to Declaration of Protective Covenants for Si View

THIS AMENDMENT to the Declaration of Protective Covenants ("the Declaration") dated for reference purposes this 2nd day of April, 1996, is made with reference to the following facts:

The Declaration for Si View was recorded on October 31, 1995, under King County Auditors File No. 9510311988. The Declaration encumbers the property legally described as follows:

1. Si View Division 1, Lots 1 through 97 and Tracts A & D, according to the plat thereof recorded at Volume 170 of Plats, pages 74 to 87 under Recording No. 9410251115 in King County, Washington.
2. Declarant has the authority under Article H of the Declaration to make the amendments proposed herein.
3. Chateau Development Inc. and Lozier Homes Corporation (Declarant) authorize and approve the following amendment to the Declaration.

AMENDMENT The Declaration is hereby amended as follows:

Articles A, B, C, D, E, F, G, H are hereby stricken and replaced with the corresponding provisions of the Amended Declaration of Protective Covenants for Si View. A complete version of the Amended Declaration of Protective Covenants for Si View appears below:

AMENDED DECLARATION OF PROTECTIVE COVENANTS FOR SI VIEW

WHEREAS, CHATEAU DEVELOPMENT INC., a corporation and LOZIER HOMES CORPORATION, a corporation (herein referred to as Declarant), is the owner of certain real property in King County, Washington, including the property platted as Si View Division 1, Lots 1 through 97 and Tracts A & D, according to the plat thereof recorded at Volume 170 of Plats, pages 74 to 87 under Recording No. 9410251115 in King County, Washington, and desires to establish a plan of private subdivision for all such properties. In order to provide for land use restrictions as a part of such plan, Declarant does hereby declare and establish the following restrictions, covenants and easements appurtenant:

ARTICLE A Definitions

Section 1. Definitions. As used herein:

1. The word "Plat" shall refer to the plat of Si View Division 1, Lots 1 through 97 and Tracts A
2. The word "Lot" shall refer to a lot as shown on any Plat as defined hereby but shall not include a parcel designated a "Tract" or "Parcel" on a Plat.
3. The word "Subdivision" shall refer to the real property included within any Plat as defined hereby.
4. The words "Community Organization" shall refer to the Si View Community Organization, a Washington nonprofit corporation, formed for the purpose of enforcing these covenants and providing other things that may benefit its members.
5. The word "Committee" is defined as the Architectural Control Committee as provided in Article C.
6. The words "Development Period" shall mean that period of time beginning on the date this Declaration is recorded in the records of King County and ending on the earliest to occur of (i) two years after 90% of the lots subject to this declaration have had single family residences constructed thereon and have been occupied as residences; (ii) December 31, 2005; or (iii) the date upon which a Supplementary Declaration is recorded by Declarant terminating the Development Period.

ARTICLE B Building and Land Use Restrictions

Section 1. Improvements. No dwelling, residence, outbuilding, fence, landscaping, wall, building, pool or other structure or other improvement shall be erected, altered, placed or maintained on any Lot unless it shall comply with the following:

- (a) Prior to placing any such structure or making such improvement on the Lot, the plans and specifications for the structure or improvement and a request for approval shall be submitted to and approved by the Committee as provided in Article C. When constructed or placed on the Lot, the structure or improvement shall substantially conform to the plans and specifications approved by the Committee.
- (b) Prior to making any change or alteration to the external appearance of any existing improvements on a Lot, plans and specifications for the alteration and change shall be submitted to and approved by the Committee as provided in Article C. When made, the changes or alteration shall substantially conform to the plans and specifications as approved by the Committee.
- (c) Once started, the work of constructing, altering, repairing, or reconstructing any structure or improvement on a Lot shall be diligently prosecuted until completion thereof and in any event the exterior of the structure shall be completed and finished within six months after the work first commences.
- (d) All buildings and improvements on a Lot shall be of permanent construction, and no temporary structure, trailer, mobile home, tent, garage, outbuilding or other similar device shall be placed on any Lot, except with the permission of the Committee. This provision shall not apply to the Declarant during the initial development and home construction period.
- (e) Lots shall be used solely for residential purposes and related facilities normally incidental to a residential community except as allowed by Section 5 below. No building shall be erected, altered, placed or permitted to remain on any Lot except for one (1) detached single family dwelling and permitted accessory building.
- (f) Accessory buildings which are appurtenant to the use of an existing permanent residential building shall be permitted on a Lot. Permitted accessory buildings shall include, without limitation, greenhouses, playhouses, toolsheds, woodsheds, doghouses, and gazebos. No accessory building shall be placed on a Lot unless the plans for the accessory building have been first approved as to the design and location on the Lot by the Committee. The Committee may refuse to approve an accessory building if, in the exercise of the discretion of the Committee, the structure detracts from the general visual appearance to the neighborhood or other homes. The location of an accessory building shall be at a place which minimizes the visual impact and, as a general guideline, shall be in the side or rear yard behind the front of the house. The Committee shall not be bound by the guidelines, but may exercise its discretion in that respect. The Committee may require visual screening of accessory buildings from adjacent Lots. Accessory buildings shall not encroach upon the ten foot vegetation buffer recorded across the rear of selected lots within the subdivision.
- (g) All structures and improvements shall comply with the provisions of the applicable Building Code, as amended from time to time, relating to setback requirements; provided that nothing herein shall require removal of a building which was originally placed in conformity with such Code because of change in the Code.
- (h) No fence or wall shall be permitted on a Lot if it is nearer to any street than the face of the house and/or garage as constructed on the Lot except that nothing shall prevent the erection of (i) a necessary retaining wall and (ii) decorative walls, fences, hedges and mass plantings which have been approved by the Committee as to appearance prior to installation. Additionally, fences that are permitted on the side lot lines of corner lots where those lot lines abut a street shall be subject to corner fence standards as established by the Committee and subject to setbacks as conditions to approval by the Committee. At no time shall any fence, wall, hedge, or mass planting functioning as a hedge, where permitted, extend higher than six (6) feet above the ground without the approval of the Committee. Fences shall be strictly in compliance with design guidelines established by the Committee, which standards may provide for limited acceptable styles, materials, and/or specifications. All fences shall be of uniform designs as established by Rules by the Committee.
- (i) No lines or wires for the transmission of electric current or of television, radio or telephone signals shall be constructed, placed or permitted to be placed outside of the buildings of a Lot, unless the lines and wires shall be underground or in conduit attached to a building.
- (j) No exterior aerials, antennas, microwave receivers or satellite dishes for television or other purposes shall be permitted on any lot. However, the Architectural Control Committee shall establish rules for the use of "new generation" satellite dishes as they become available.
- (k) All mailboxes are to be of a uniform design as approved by the Committee.

Section 2. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot except that usual household pets such as dogs, cats and small birds may be kept, provided that they are not kept, bred or maintained for commercial purposes, and that they do not unreasonably interfere with the use and enjoyment of any part of the Subdivision. No domestic pet may be kept if it is a source of annoyance or a nuisance. The Committee shall have the authority to determine whether a particular pet is a nuisance or a source of annoyance, and such determination shall be final and conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated from time to time as required by law.

Section 3. Signs. No sign of any kind shall be displayed to the public view on any Lot except entry signs identifying the neighborhood, one sign of not more than five (5) square feet advertising the property for sale or rent, and signs used by the Declarant or builder of a residence on the Lot to advertise the property and identify the Declarant or builder during the construction and sales period of the residence. Builder and Declarant signs may include project marketing signs, directional signs and model home signs.

Section 4. Nuisances. No lot shall be used or maintained as a dumping ground for rubbish; and trash, garbage, or other waste shall not be kept except for in sanitary containers or composting areas. Equipment for the storage or disposal of such material, shall be kept in a clean and sanitary condition and out of sight. Nothing shall be done on a lot which may become a nuisance to the neighborhood.

Section 5. Businesses. No trade, craft, business, profession, manufacturing, commercial enterprise or commercial activity of any kind which shall interfere with the quiet and peaceful use and enjoyment of any part of the Subdivision shall be conducted or carried on upon any Lot or within any building located within the Subdivision. The evidence of said interference shall be either visible from the street or adjacent Lots, shall increase the noise level in the surrounding area, or shall increase traffic more than usual residential volumes. All permitted businesses must comply with any applicable City ordinances.

Section 6. Storage. No goods, materials, supplies or equipment, and no boats, trucks, motorcycles, busses, motor homes, campers, trailers, or vehicles of any description, shall be kept, stored, dismantled, or repaired in the street, driveway, or within view from the street in the Subdivision or in any part of the Subdivision outside of an approved fenced area or permitted structure. This section shall not preclude the temporary parking of passenger vehicles in the driveway. Temporary parking shall generally mean for periods not greater than 48 hours. During the Development Period, the Declarant may store equipment and building materials and maintain temporary trash storage sites within the Subdivision.

Section 7. Firearms and Related Activity. No firearms, whether for hunting or target practice, shall be discharged in the Subdivision.

Section 8. View Protection. No trees or shrubs on a Lot other than those existing at the time this Declaration is filed, shall be allowed to grow to a size that noticeably and unreasonably interferes with a view of significance *from* another residence. The Committee shall be the sole judge in deciding whether the view is of significance and whether there has been unreasonable interference with the view. Should the Committee determine that there is an unreasonable interference, it shall notify the Member of such tree or shrub in writing, specifying the nature of the interference, what should be done to eliminate the interference, and the time in which such action should be taken.

Section 9. Exterior Colors. Any changes to the exterior color of any improvement located on a Lot must be approved by the Committee.

Section 10. Swimming Pools. No swimming pools shall be constructed, erected, or maintained upon any lot without the prior written consent of the Committee and in no event shall any above ground swimming pool be permitted with the exception of children's wading pools. The Committee may disallow any or all swimming pools in their sole discretion and shall have the authority to establish the rules and regulations governing the use of any such facilities, Considerations shall include, but not be limited to, the visual and audio intrusion such facility and associated activities would have on surrounding residences. The installation of any such facility shall be in accordance with the plans approved by the Committee and use of such facility shall be in strict compliance with the conditions of approval set down by the Committee.

Section 11. Gardens. Play Equipment and Pools. No vegetable garden, hammock, statuary, play equipment, sports equipment, or pool which has received the approval of the Committee and is to be erected on any Lot may be located other than between the rear residence line and the rear Lot line or the rear yard side of a fence, if a fence has been constructed, without prior written consent of the Committee. Basketball backboards may be installed in driveways according to the rules published by the Committee. No play equipment may be installed in the public right of way.

Section 12. Rules and Regulations. In addition to the above restrictions, the Committee may, from time to time, without consent of the Members, promulgate, modify or delete rules applicable to performing its function to maintain architectural control throughout the Community. Such rules shall be distributed to all Members prior to the date that they are to become effective and shall thereafter be binding upon all Members until and unless overruled, canceled, or modified.

Section 13. Construction and Sale Period. So long as Declarant owns any property in the Community for development and/or sale, the restrictions set forth in this Article B shall not be applied or interpreted so as to prevent, hinder, or interfere with development, construction or sales activities of Declarant or any builder or developer approved by the Declarant.

Section 14. Variation in Housing Types. There shall be at least six different housing types with varying facades and colors in the Subdivision.

Section 15. WoodStoves. All wood stoves installed in residences in the Subdivision shall meet State of Washington Emission Standards and will be subject to a ban on use during air pollution events by order of the Puget Sound Air Quality Authority or its successor.

Section 16. Vegetative Buffers. A 10 foot wide area at the rear of every lot that does not abut common open space in the Subdivision shall be maintained as a vegetative buffer. No structures of any kind shall be permitted within such area, other than a fence on the property line. This ten foot area is to contain landscaping only.

Section 17. Setbacks. Setback requirements for all Lots shall be: front yard — twenty-five (25) feet; side yard — five (5) feet; rear yard — twenty-five (25) feet; and street side yards on corner Lots — ten (10) feet; provided, however, that the Committee may grant variances for these setbacks where the slope of the Lot or other circumstances indicate that such a variance is reasonable and does not materially or adversely impact neighboring Lots and where doing so would not compromise City of North Bend code requirements. In addition, the City of North Bend requires that certain lots within fifty feet of the boundaries of the Si View Planned Unit Development shall comply with the setback requirements of the City of North Bend applicable to lots in the RS-9600 zone or its equivalent. Furthermore in accordance with the conditions of approval for the Si View PUD, there shall be no structures built within the rear ten feet of lots where a ten foot vegetative buffer easement is shown on the recorded plat, however, this provision shall not preclude the construction of a fence on the rear and side lot lines of said lots.

ARTICLE C

Architectural Control

Section 1. Board of Directors and Architectural Control Committee. A Board of Directors of the Community Organization shall be elected in the manner described in the Organization's Articles of Incorporation and Bylaws. An Architectural Control Committee shall be appointed and organized in the manner described in the Organizations Articles of Incorporation and Bylaws. The address of the Board and the Committee shall be the registered office of the Community Organization.

Section 2. Submission of Plans. Prior to construction, all plans and specifications or information required to be submitted to the Committee for approvals shall be submitted by mail to the address of the Committee in duplicate, shall be in writing, shall contain a written request for approval and the name and address of the person submitting the same and the Lot involved, and shall set forth the following with respect to a proposed structure: The location of the structure upon the Lot, the elevation of the structure with reference to the existing and finished lot grade, the general design, the interior layout, the exterior finish materials and color including roof materials, the landscape plan, and such other information as may be required to determine whether such structure conforms with these restrictions. The Committee may require applicants to notify adjacent property owners of their request for approval.

Section 3. Standards. The Committee shall have the authority to determine and establish standards involving aesthetic considerations of harmony of construction and color which it determines to be in the best interest of providing for attractive development of the Subdivision, which authority shall include but not be limited to determining the height, configuration, design and appearance of the dwelling and fences, walls, outbuildings, pools, and other structures and improvements appurtenant to the use of the dwelling. Such determinations may be amended and shall be binding on all persons.

Section 4. Approval or Disapproval. Within 30 days after the receipt of plans and specifications or information with a request for approval, the Committee shall by majority vote approve or disapprove the request. The Committee may disapprove any request which in its opinion does not conform to these restrictions or its aesthetic or other standards. Approval or disapproval of a request shall be made upon one of the copies thereof and returned to the address shown on the request. If the Committee fails to approve or disapprove submitted plans and specifications within 30 days after the plans and specifications have been submitted, which submission shall be evidenced by a written receipt for said plans and specifications, approval will not be required, and this Section will be deemed to have been fully complied with. In this event, any such plans and specifications shall nevertheless be in compliance with all the restrictions contained in these Protective Covenants.

Section 5. Advisors. The Committee may appoint advisors or advisory committees from time to time to advise on matters pertaining to the Subdivision. No person on the Committee or acting for it shall be responsible for any defect in any plan or specification submitted or approved nor for any defect in any work done according to such plans and specifications.

Section 6. Variations. The Committee shall have the authority to approve plans and specifications which do not conform to these restrictions in order to overcome practical difficulties or prevent hardships in the application of these restrictions; provided that such variations so approved shall not be materially injurious to the improvements of other *Lots* and shall not constitute a waiver of the restrictions herein contained but shall be in furtherance of the purposes and intent of these restrictions.

ARTICLE D Landscaping

Section 1. Initial Landscaping. Prior to occupancy of any residential building on a Lot, the front yard of the Lot shall be landscaped and within one year after occupancy, the remainder of the Lot shall be landscaped; provided that if weather conditions or ground conditions due to weather are such that it is not reasonable to landscape the Lot within the time provided, the time for completion of the landscaping shall be extended for a period of 30 days after weather conditions and ground conditions due to weather are reasonable for landscaping. Any dispute over the time when weather or ground conditions due to weather are reasonable for landscaping may be determined by the Committee which determination shall be binding upon all interested parties.

Section 2. Landscape Maintenance. The owners of each Lot shall maintain the landscaping on the Lot in a neat, healthy and presentable condition at all times and shall not permit the Lot to become overgrown or allow weeds and other noxious plants to proliferate on the Lot. The obligation to maintain landscaping shall extend into the public right of way along each Lot which has been or is required to have been landscaped to the sidewalk or street curb in front of and along side of the Lot, as applicable. After giving reasonable notice, as defined by the Board of Directors, to the owner of the Lot, the Community Organization has the authority to remedy, at the Lot owner's expense, any violations of this Section 2.

ARTICLE E Easements and Open Space

Section 1. Easements.

- (a) Construction, Utility and Drainage Easements. Easements for the construction, repair, replacement, reconstruction, and maintenance of utilities and drainage facilities are hereby created and established over, across, and under the ten feet in width of the portion of each Lot abutting a street Easements for the construction, repair reconstruction and maintenance of drainage facilities are hereby created and established over, across, and under the five feet in width of the portion of each Lot abutting a line common with another Lot. No structure, planting or other material which may damage or interfere with the installation and maintenance of utilities or facilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through the drainage channels in the easements, shall be placed or permitted to remain within any of these easements. The portion of these easements on each Lot shall be maintained by the owner of the Lot, except for those improvements within the easements the maintenance for which a public authority, utility company, or the Community Organization is responsible.

Section 2. Maintenance of Facilities. The Community Organization shall be responsible for paying the community street lighting bill, and maintaining, repairing and replacing:

- (a) The plat entry monuments, landscaping lighting, and irrigation expenses.
- (b) Mailbox stands
- (c) The boulevard landscaping on both sides of Mountainview Boulevard the length thereof as recorded on the plat of Si View Division 1 and including Tract E on the east side and the planter strip on the west side. This shall include irrigation expenses.
- (d) Planter islands located in the cul-de-sacs at the end of SE 5th Street, SE 6th Street and SE 7th Street.

ARTICLE F

Liens

Section 1. Community Organization Membership. There shall be one membership in the Community Organization for each Lot in the Subdivision subject hereto and no more. The fee title owner of a Lot, which Lot is not subject to a recorded contract for purchase and sale, or the holder of the vendee's interest under a recorded contract for purchase and sale of a Lot, shall hold a membership in the Community Organization. Such membership shall be appurtenant to and not severable from such fee ownership or vendee's interest and shall transfer with the transfer of the fee title or vendee's interest without further action on the part of the Community Organization or its several members. Membership shall stand in the name or names of the persons or parties who have such interests from time to time as they may appear in the public record.

Section 2. Lien. In order to provide for the proper operation of the Community Organization, for the maintenance and improvement of any property which the Community Organization is obligated to maintain and for the administrative costs of the Community Association, each grantee and vendee of Lots, their heirs, successors and assigns shall and do, by the act of accepting a deed of a Lot or entering into a contract of sale of a Lot, as vendee, jointly and severally agree that they and each of them shall hold the membership in the Community Organization appurtenant to the Lot and shall pay to the Community Organization the dues and charges levied according to the Articles of Incorporation and Bylaws of the Community Organization against that membership. In the event that any such dues or charges remain unpaid to the Community Organization for a period of 60 days after the due date, then the Community Organization may place a written notice of public record in King County, Washington, that the Community Organization claims a lien against the Lot to which the membership is appurtenant for the amount of delinquent dues and charges together with interest at the rate of twelve percent per annum from the date due until paid and attorneys' fees, as herein provided. From and after recording such notice, and not prior to such recording, the Lot to which the membership is appurtenant shall be subject to a lien to the Community Organization as security for all unpaid dues and charges accrued until the lien arising because of the notice is released by the Community Organization. The lien herein granted to the Community Organization shall be subordinate to the lien of any bona fide mortgage or deed of trust given for value recorded prior to the recording of the notice of claim of lien. A release of a lien shall only release the lien arising because of the notice but not rights under this Article to file a subsequent notice of claim of lien for subsequent delinquencies after a notice is released. Such lien may be foreclosed in the manner of a mortgage of real property and in such foreclosure action, the Community Organization shall recover a reasonable sum as attorneys' fees therein and the reasonable and necessary costs of searching and abstracting the public record. Notwithstanding any provisions hereof appearing to the contrary, the sale or transfer of title to a Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien created hereby for any unpaid dues and charges which became due prior to such sale or transfer; provided that no sale or transfer shall relieve such Lot from a lien for dues and charges thereafter becoming due and provided further that "mortgage" as used in this sentence means a mortgage, deed of trust or other security given for a debt which is guaranteed by the Veterans Administration as agencies of the United States government.

ARTICLE G

Application and Enforcement

Section 1. Effect. The covenants, restrictions, easements, rights, liens, and encumbrances herein provided for shall be covenants running with the land and shall be binding upon the Subdivision and any and all parts thereof, the parties in interest thereto and their heirs, assigns, personal representatives and successors in interest. Accepting an interest in and to any portion of the Subdivision shall constitute an agreement by any person, firm or corporation accepting such interest, that they and each of them shall be bound by and subject to the provisions hereof.

Section 2. Severability. In the event that any provision hereof shall be declared to be invalid by any court of competent jurisdiction, no other provision shall be affected thereby, and the remaining provisions shall remain in full force and effect. No waiver of the breach of any provision hereof shall constitute a waiver of a subsequent breach of any provision hereof or constitute a waiver of a subsequent breach of the same provision or of any other provision. No right of action shall accrue for or on account of the failure of any person to exercise any right hereunder nor for imposing any provision, condition, restriction or covenant which may be unenforceable.

Section 3. Enforcement The parties in interest in and to any part of the Subdivision and the Community Organization, for the benefit of the owners of the Subdivision, and each of them shall have the right and authority to enforce the provisions hereof and in addition to any other remedy for damages or otherwise, shall have the right to injunctive relief. The prevailing party in any action to enforce any provision hereof shall recover a reasonable sum as attorneys' fees together with the reasonable costs of searching and abstracting the public record which sums shall be paid by the unsuccessful party.

Section 4. Additional Property. In addition to the real property initially subject to this Declaration, from time to time but not after December 31,2000, the Declarant, Chateau Development, Inc. and Lozier Homes Corporation, may subject all or any portions of Tracts F, G, H, or J of the recorded plat of Si View Division 1 to the provisions of this instrument as a part of the plan of subdivision of real property by filing of record a declaration expressly setting forth such intent signed by Chateau Development, Inc. and Lozier Homes Corporation or their assigns as the subdivider thereof. Chateau Development, Inc. and/or Lozier Homes Corporation may assign its rights under this Section 4, but only by written instrument which contains an express reference to this Section 4. Except for the foregoing, no other properties may be made subject hereto.

Section 5. Indemnification. To the fullest extent allowed by applicable Washington law, the owners shall indemnify the Committee members against any and all expenses including without limitation, attorneys' fees, imposed upon or reasonably incurred by any Committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding) to which such Committee member may be a party by reason of being or having been a Committee member. The Committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own willful misfeasance, malfeasance, misconduct or bad faith. The Committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Committee, and the owners shall indemnify and forever hold each such Committee member free and harmless against any and all liability to others on account of any such contract or commitment Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Committee member may be entitled.

ARTICLE H

Amendment

Section 1. Amendment of Use Restrictions. Articles B, C, and D of this instrument which relate to use of the Lots in the Subdivision may be amended and changed by the written consent of the owners of the fee title (in the case title is subject to a real estate contract, the vendees under the real estate contract shall be deemed to be owners of the fee title) of not less than 60% of all Lots in all of the Subdivisions which have been made subject to the provisions of this Declaration. For the purpose of amendment, consent to an amendment by a fee owner shall be binding upon the owner and of any successors to the fee title for a period of six months after it is given for the purpose of calculating the percentage required for adoption of the consent. Consents required under this Section shall be delivered to the Community; Organization which shall tabulate them. Its determination of the sufficiency of the consent shall be conclusive, and an amendment to Articles B, C and D shall be effective when a written Notice of Amendment signed and acknowledged by the president and secretary of the Community Organization is recorded in King County, Washington, stating that the requisite consent has been obtained and setting forth the amendment in its entirety.