

Recorded by SNOHOMISH COUNTY AUDITOR DEAN V. WILLIAMS, County Auditor

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Hillis Homes Inc.  
876 S.E. Everett Mall Way  
AMENDED DECLARATION

23.00

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Centex Hillis Homes, a division of Centex Homes Enterprises, Inc., a Washington corporation, hereinafter referred to as "Declarant".

WITNESSETH:

Declarant hereby declares that all of the following described properties:

Plat known as Silver Firs Division 3A, such plat being recorded under Snohomish County Auditor's file no. **8605145011** volume 46 page 290-294

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 of 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 Silver Firs Homeowners Association, a Washington non-profit corporation, its successors and assigns.

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

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Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners, but shall not include the Common Area of any condominium created within the properties. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Tracts 5011 thru 5014A of the Plat of Silver Firs, Division 3, recorded in the office of the Snohomish County Auditor, Snohomish County, Washington.

Section 5. "Lot" shall mean and refer to any plot of land excluding a tract designed for multi-family or condominium development, shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Condominium or Multi-family Tract" shall mean and refer to any tract or lot created for the purpose of constructing a Condominium or Multi-family building (s).

Section 7. "Declarant" shall mean and refer to Centex Hillis Homes, its successors and assigns if such successors or assigns should require more than one undeveloped Lot from the Declarant for the purpose of development.

#### ARTICLE II

#### PROPERTY RIGHTS

Section 1. Owners' Easement 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:

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- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) 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 member. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with By-Laws, 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 or Condominium unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Condominium unit which is subject to assessment.

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

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Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one 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 determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) 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 the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1999.

#### ARTICLE IV

#### COVENANT FOR MAINTENANCE ASSESSMENTS

##### Section 1. Creation of the Lien and Personal Obligation of Assessment.

The Declarant, for each Lot owned within the Properties, 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: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments or charges, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be continuing lien upon the property against which each such

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assessment is made. Each such assessment or charge together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment or charge fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Twenty Four DOLLARS (\$24.00) per Lot or Condominium unit.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

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In addition to the annual assessments authorized above, the Association may levy, in an assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of 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. Notice of Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the 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 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots or Condominium units and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining

in the calendar year. The Board of Directors shall fix the amount of the annual assessment 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 of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. 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 6 percent per annum. 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 of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V  
ARCHITECTURAL CONTROL

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Section 1. Improvements to Lot. Except for the original construction by the Declarant, no clearing, grading or construction of any building, fence, wall or other structure shall be commenced, executed or maintained upon the Properties; not shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an Architectural Control Committee composed of three or more members to be appointed by the Board of Directors of the Association. In the event said Architectural Control Committee fails to approve or disapprove of such design and location within thirty days after such plans and specifications are submitted to it for approval, approval will not be required and full compliance with this Article will be deemed to have been met.

Section 2. Qualifications and Terms of Members of the Board. Members of the Architectural Control Committee shall be appointed by the Board of Directors, to serve until removed by the Board. The members so appointed need not be members of the Association. In selecting the members of the committee, one member thereof should be, but must not necessarily be, an architect.

Section 3. Jurisdiction and Purpose. The purpose of architectural control is to protect the property value of the Lots and Condominium units within the subdivision, to prevent unsightly conditions and to protect the health, welfare and safety of the residents and lot owners. The committee shall have the right to review and either approve or reject all plans and specifications for any building or structure to be constructed or modified within the properties which do not conform to the architectural guidelines.



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No building shall be erected, placed or altered on any lot or building site on the property until the elevation plans, specifications, plot plan and lot grading plans are submitted by the owner or his representative to the committee and found by said committee to be in accordance with the guidelines and procedures established by the committee.

Section 4. Procedure for Architectural Committee Approval. The following procedures shall be applicable to obtaining approval of any construction under the terms of Section 1. of this Article:

A. Request for approval Any approval of the committee shall be submitted to the Association headquarters unless the committee shall record an instrument establishing a different place to submit the same.

B. Review by Committee The committee shall within thirty (30) days of the submission thereof, review the application and give its approval or disapproval, the committee shall set out the specific reasons in reasonable detail.

C. Limitation In the event of any construction, addition, alteration or change of any building without first having submitted in writing the proposed plans and specifications to the committee, the committee shall have six (6) months from the date of the completion of the same to give written notice to the owner requiring his compliance with the provisions of this article. In the event said notice is not given, approval will not be required.

Section 5. Restrictions Applicable to All Properties. The following restrictions are applicable to all properties:

1. All roofing material shall be of composition roofing or better.
2. All siding material shall be aluminum, wood or better.

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3. No living unit will be less than 750 square feet living area, exclusive of garage provided however, that in no event will the same be less than FHA minimum requirements.
4. No mobile, manufactured or modular housing shall be permitted except as otherwise provided by this Declaration.
5. All driveways and parking bays shall be constructed of concrete or asphalt paving.
6. The location, color, size, design, lettering and other particulars of mail or paper delivery boxes shall be subject to the approval of the committee.
7. No outside television, radio and ham radio antennas will be installed without prior approval of Architectural Control Committee.
8. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed or maintained within the properties. All purchasers of lots within the properties, their heirs, successors, and assigns shall use underground service wires to connect their premises and the structures built thereon to the underground electric or telephone utility facilities.
9. No solid fence shall be constructed beyond the front yard line. Only ornamental fences shall be allowed in the front yard.
10. All boats, boat trailers, travel trailers, motorized and nonmotorized campers and other such recreational vehicles shall be stored behind the primary structure or sight screened unless a variance is granted by the Architectural Control Committee.

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