

Return Address:
HIGHLAND OF CEDAR RIVER
HOMEOWNERS ASSOC.
PO BOX 1425
MAPLE VALLEY, WA 98038



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KING COUNTY, WA

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

<p>Document Title(s) (or transactions contained therein): (all areas applicable to your document <u>must</u> be filled in)</p> <p>1. SECOND AMENDED BY LAWS 2. _____ 3. _____ 4. _____</p>
<p>Reference Number(s) of Documents assigned or released:</p> <p>Additional reference #'s on page _____ of document</p>
<p>Grantor(s) (Last name, first name, initials)</p> <p>1. HIGHLANDS OF CEDAR RIVER HOMEOWNERS ASSN 2. _____</p> <p>Additional names on page _____ of document.</p>
<p>Grantee(s) (Last name first, then first name and initials)</p> <p>1. HIGHLANDS OF CEDAR RIVER HOMEOWNERS ASSN 2. _____</p> <p>Additional names on page _____ of document.</p>
<p>Legal description (abbreviated: i.e. lot, block, plat or section, township, range)</p> <p>_____ _____ _____</p> <p>Additional legal is on page _____ of document.</p>
<p>Assessor's Property Tax Parcel/Account Number <input type="checkbox"/> Assessor Tax # not yet assigned</p> <p>_____</p>
<p>The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.</p>

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

Second Amended
BY-LAWS OF
HIGHLANDS OF CEDAR RIVER HOMEOWNERS ASSOCIATION

ARTICLE I.
Name and Location

The name of the corporation is HIGHLANDS OF CEDAR RIVER HOMEOWNERS ASSOCIATION hereinafter referred to as the “Association”. The Principal office of the Association shall be located at:

PO Box 1425
Maple Valley, WA 98038

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

ARTICLE II
Definitions

SECTION 1. “Association” shall mean HIGHLANDS OF CEDAR RIVER HOMEOWNERS ASSOCIATION, its successors and assigns.

SECTION 2. “Developer” shall mean Harold L. Brandt and Lois E. Brandt and any of their successors in interest.

SECTION 3. “Subdivision” shall mean that certain real property described in the Plats of Cheryl Lee Heights, Divisions 3 and 4, Records of King County, Washington, and such additions thereto as may be hereafter brought within the jurisdiction of the Association.

SECTION 4. “Common Properties” shall mean Tract C as designed on the Plat of Cheryl Lee Heights, Division 3, per Plats 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 Plats of Cheryl Lee Heights, Divisions 3 and 4, together with any

additional plots of land resulting from any past or future legal sub-divisions of the original platted lots of said Divisions with the exception of common property 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 subdivisions recorded or to be recorded in the office of the King County Recorder.

SECTION 10. “Declarant” shall mean and refer to Harold L. Brandt and Lois E. Brandt, their 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.

SECTION 3. Voting Rights: The Association shall have one (1) class of voting Membership.

CLASS A: Class A members shall be all those owners as described and set for 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. When more than one person holds such 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.

ARTICLE IV.
Property Rights – Rights of Enjoyment

SECTION 1. Each member shall be entitled to the use and enjoyment of the common properties and facilities as provided in the Declaration. Any member may delegate his rights of enjoyment of the common properties and facilities to the members of his family or his tenants who reside on the property, land, subject to regulation by the Board of Trustees, or to his temporary guests. Such members shall notify the secretary in writing of the name of any such delegee. The rights and privileges of such delegee are subject to suspension to the same extent as those of the member.

ARTICLE V.
Board of Trustees: Selection and Term of Office

SECTION 1. Number: The affairs of this Association shall be managed by a Board of three (3) Trustees, who need not be members of the Association.

SECTION 2. Election: At the first annual meeting, which shall be held not later than six (6) months from the date of incorporation of this Association, 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 VI. **Meetings of Trustees**

SECTION 1. Regular Meetings: Regular meeting of the Board of Trustees shall be held quarterly without notice, 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 (2) Trustees, after not less than three (3) days notice to each Trustee.

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 VII. **Nomination and Election of Trustees**

SECTION 1. Nomination: Nomination for election to the Board of Trustees shall 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 shall 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. At 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 VIII.
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 By-Laws, 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 a manager, or independent contractors, 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 Declarations:

(1) To establish, levy and assess, and collect the assessments or charges referred to in Section 20 of 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 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 IX.

Committees

SECTION 1. The Association shall appoint a Nominating Committee, as provided by these By-Laws, 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, and shall perform such other functions as the Board, in its 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 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(d). 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 it further concerned with the matter presented.

ARTICLE X. **Meeting of Members**

SECTION 1. Annual Meeting: The first annual meeting of the members shall be held within six (6) months from the date of incorporation of the Association. 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 o'clock P.M. Beginning in the year 2000, the regular annual meeting of the members shall be held on or about February 1st of each year, at the hour of 7:00 o'clock P. M. This will help facilitate the availability of complete year-end bookkeeping records at the annual meeting. If the day of the annual meeting of the members is a legal holiday or a Sunday, the meeting will be held at the same hour on the first day following which is not a legal holiday or Sunday.

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 mailing a copy of such notice, postage prepaid, at least fifteen (15) 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 By-Laws.

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 XI. **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.

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 at any later time specified therein, and unless otherwise specified therein, the 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: The offices of the Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one or any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

SECTION 8. Duties: The duties of the officers are as follows:

(a) **President:** The President shall preside at all meetings of the Board of Trustees, shall see that order and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and 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/her 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; 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 as 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; 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. Should the financial statements of the Association show assessments of *Fifty Thousand and 00/100 Dollars* (\$50,000) or more, then the financial statements shall be audited by an independent certified public accountant, but the audit may be waived if sixty-seven percent of the votes cast by owners, in person or by proxy, at a meeting of the association at which a quorum is present, vote to waive the audit.

ARTICLE XII. Assessments

SECTION 1. Creation of the Lien and Personal Obligation 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) monthly assessments or charges; and
- (b) special assessments

The monthly and special assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with

such interest and costs of collection there of (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. The personal obligation shall not pass to his successors in title unless expressly assumed by them; provided, however, that in the case of a sale or a contract for the sale of (or an assignment of a contract purchaser's interest in) any lot which is charged with the payment of an assessment or assessments payable in installments, the person or entity who is the owner or contract purchaser immediately prior to the date of any such sale, contract or assignment shall be personally liable only for the amount of the installments due prior to said date. The new owner or contract purchaser shall be personally liable for installments which become due on and after said date. Irrespective of the foregoing, any unsold lots or future legal sub-divisions of same owned by the Developer, his assigns and/or successors in interest, shall be expressly exempted from any assessments as otherwise provided for herein, until such time as any lot or lots are sold.

SECTION 2. Purpose of Assessments: The assessments shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the properties, including without limitation, the construction, establishment, improvement, repair and maintenance 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, and the installation and maintenance of the entry planting areas on streets located within the subdivision.

SECTION 3. Special Assessments

- (a) **Capital Improvements:** In addition to the monthly 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, reconstructing or replacement of a described capital improvement 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

voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advanced of the meeting, setting forth the purpose of the meeting.

- (b) **Special Assessment for purpose other than Capital Improvement:** The Association may levy special assessments to cover expenses of any project, purpose or action, including legal action, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advanced of the meeting, setting forth the purpose of the meeting.

SECTION 4. Uniform Rate: Both monthly and special assessments shall be fixed at a uniform rate for all lots.

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 quorum 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 sixty (60) days following the preceding meeting.

SECTION 6. Date of Commencement of Monthly Assessments and Due Dates: As to each particular lot involved, the liability for the monthly 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. 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 and Remedies: If any assessment is not paid within thirty (30) 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 assessments 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 any lot. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to such first mortgage or purchase money second mortgage pursuant to a Decree of Foreclosure under such mortgage or in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof, which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE XIII. **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 By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

