

PLAT 3180964

PLAT

3180964 (1)

SHEET 1 OF 3

The Plat of

Streamland Estates Division One

A Portion of the S.E. 1/4 of the S.E. 1/4 of Section 28, Township 18 North, Range 2 West, W.M. Thurston County, Washington

DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT BOBBY FRYE, PRESIDENT OF B & F CONSTRUCTION COMPANY, INC. THE UNDERSIGNED OWNER, IN THE SHEET OF THE LAND HEREBY PLATTED AND COMMENSAL SAVINGS BANK, A WASHINGTON CORPORATION THE MORTGAGEE THEREOF, HEREBY DECLARE THIS LAND DIVISION AND DEDICATE TO THE PUBLIC PURPOSES OF THE CITY OF TUMWATER, WASHINGTON. THE DEDICATION OF THIS LAND DIVISION AND PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE HEREBY. ALSO THE RIGHT TO MAKE ALL NECESSARY STAKES FOR CUTS AND FILL UPON LOTS, TRACTS, ETC. SHOWN ON THIS PLAT IN THE REAR AND ACROSS ANY LOT OR LOTS WHERE WATER ANVENUE, EGRESS, ETC. COURSE AFTER THE STREET OR STREETS ARE GRADED. ALSO, ALL CLAIMS FOR EASEMENTS AGAINST ANY PUBLIC DRAINAGE GOVERNMENTAL AUTHORITY ARE WAIVED WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED AND MAINTAINED DRAINAGE AND MAINTENANCE OF SAID ROADS. ACCESS TO SAID ROAD S.W. AND ANSON ROAD S.W. FROM LOTS 12, 14, 16, 18, 20, TRACT 'A' AND TRACT 'X' IS HEREBY WAIVED.

IN WITNESS WHEREOF WE HAVE SET OUR HANDS AND SEALS THIS 9 DAY OF September 1988
 Bobby Frye, President
 B & F Construction Company, Inc.
 (NAME & TITLE)
 Charles W. Breen
 or COMMENSAL SAVINGS BANK

ACKNOWLEDGMENT

STATE OF WASHINGTON >> SS
 COUNTY OF THURSTON >> SS
 COUNTY OF THURSTON OR HAVE SATISFACTORY EVIDENCE THAT BOBBY FRYE IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON DATE STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS SUCH PARTY FOR THE USES AND PURPOSES CONTAINED IN THE INSTRUMENT. TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES CONTAINED IN THE INSTRUMENT.



Denise Sapp
 Notary Public in and for the State of Washington
 (PRINT NAME) Denise Sapp
 RESIDING AT: Olympia, WA Commission Expires: 11/10



Armine Sapp
 Notary Public in and for the State of Washington
 (PRINT NAME) Armine Sapp
 RESIDING AT: Olympia, WA Commission Expires: 11/10



RESTRICTIONS AND NOTES

- TRACT 'A' AS SHOWN ON SHEETS 2 AND 3 CONTAINS A SENSITIVE MARINE VEGETATION TRACT THAT IS SUBJECT TO THE FOLLOWING:
 - NO GRADING, EXCAVATION OR DURING THE COURSE OF ANY GRADING, BUILDING CONSTRUCTION OR OTHER DEVELOPMENT ACTIVITY ON A LOT OR DEVELOPMENT SITE SUBJECT TO THIS DEED RESTRICTION, THE COMMON BOUNDARY BETWEEN THE TRACT AND THE SAID RESTRICTION OF THE CITY OF TUMWATER AND THE AREA OF DEVELOPMENT ACTIVITY MUST BE FENCED OR OTHERWISE MARKED TO THE SATISFACTION OF THE CITY OF TUMWATER.
 - ALL LOTS ADJOINING SEPARATE SENSITIVE AREAS IDENTIFIED AS MARINE VEGETATION PROTECTION EASEMENTS OR PROTECTED BY DEED RESTRICTION ARE RESPONSIBLE FOR MAINTENANCE OF SUCH AREAS INCLUDING INSURING THAT NO ALTERATIONS OCCUR TO THE CITY OF TUMWATER HAS BEEN RECEIVED.
 - ALL LANDSCAPED AREAS IN PUBLIC RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION AND MAY BE REDUCED OR ELIMINATED IF DEEMED NECESSARY FOR OR DEPENDENT UPON CITY ROAD PROGRAMS.
 - COMMUNITY AREA TRACTS 'B' AND 'C' SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION FOR STREAMLAND ESTATES.
 - CASSE DRIVE S.W., CASSE COURT S.W. AND 30TH AVENUE S.W. AS SHOWN HEREON ARE HEREBY DEDICATED TO THE CITY OF TUMWATER FOR PUBLIC STREET PURPOSES.
 - STORM DRAINAGE FACILITIES ARE TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION FOR STREAMLAND ESTATES AS REFERENCED IN THE MAINTENANCE AGREEMENT ATTACHED TO THE COVENANTS.
 - STORM WATER DRAINAGE FROM EACH ROOF SHALL BE INFILTRATED ON ITS RESPECTIVE LOT PER THE APPROVED ENGINEERING PLANS ON FILE WITH THE CITY OF TUMWATER.
 - NO STRUCTURES ARE ALLOWED WITHIN THE 100 FOOT WETLAND BUFFER AREA. PLANTING OF GRASS AND OTHER VEGETATION MAY BE ALLOWED ONLY AFTER REVIEW BY THE CITY OF TUMWATER.
 - ALL SALEABLE LOTS ARE SUBJECT TO ALL SERVICE FEES AND CHARGES WHICH MAY BE LEVIED BY THE HOMEOWNERS ASSOCIATION FOR THE MAINTENANCE, OPERATION AND IMPROVEMENT OF COMMUNITY FACILITIES AND FOR LISTS FOR ANY OUTSIDE SERVICE FEES OR CHARGES.
 - A COMMUNITY FACILITIES DISTRICT IS HEREBY FORMED FOR THE PURPOSE OF PROMOTING THE CITY OF TUMWATER THE OPPORTUNITY FOR MAINTENANCE OF COMMON FACILITIES IN THE EVENT OF THE FAILURE OF THE PROPERTY OWNER'S ASSOCIATION. THE CITY MAY UNilaterally ASSUME RESPONSIBILITY ASSOCIATED WITH MAINTENANCE OF COMMON FACILITIES AND PRESIDENT AND TRUSTEE PROPERTY OWNERS TO THE COMMUNITY SUCH MAINTENANCE. THE CITY SHALL HAVE THE RIGHT TO ASSUME OWNERSHIP OF ALL COMMON OPEN SPACE WITHIN THE LAND DIVISION IF IT IS DEEMED BY THE CITY TO BE IN THE PUBLIC'S BEST INTEREST TO DO SO.
 - TRACT 'X' AS SHOWN HEREON IS HEREBY DEDICATED TO THE CITY OF TUMWATER FOR THE PURPOSE OF OPERATING AND MAINTAINING A SANITARY SEWER PUMP STATION FACILITY.

APPROVALS

EXAMINED AND APPROVED THIS 9th DAY OF SEPTEMBER A.D. 19 88
 Paul J. Catta
 TUMWATER PUBLIC WORKS DIRECTOR

EXAMINED AND APPROVED THIS 9th DAY OF September A.D. 19 88
 Charles W. Breen
 THURSTON COUNTY ASSESSOR

EXAMINED AND APPROVED THIS 16th DAY OF SEPTEMBER A.D. 19 88
 [Signature]
 TUMWATER DEVELOPMENT SERVICES DIRECTOR

EXAMINED AND APPROVED THIS 20th DAY OF September A.D. 19 88
 Zell S. Sapp
 MAYOR, CITY OF TUMWATER

ATTEST:
 [Signature]
 CLERK, CITY OF TUMWATER

I HEREBY CERTIFY THAT ALL TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN FULLY PAID TO AND INCLUDING THE YEAR 88
 Linda McNamee Mayor
 THURSTON COUNTY TREASURER

AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT ALL LOCAL IMPROVEMENT DISTRICT ASSESSMENTS ON THE LAND DESCRIBED HEREON HAVE BEEN FULLY PAID TO AND INCLUDING THE YEAR 88
 [Signature]
 CLERK-TREASURER, CITY OF TUMWATER

CERTIFICATE OF SURVEYOR

I, EFT S. PAINTER, HEREBY CERTIFY THAT THE PLAT OF STREAMLAND ESTATES DIVISION ONE IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF A PORTION OF SECTION 28, TOWNSHIP 18 NORTH, RANGE 2 WEST, W.M. THURSTON COUNTY, WASHINGTON. THE DISTANCES AND COURSES SHOWN THEREON ARE CORRECT; THAT THE MONUMENTS HAVE BEEN SET AND LOT CORNERS STAKED ON THE GROUND WITH 5/8" REBAR WITH PLASTIC CAPS STAMPED 'SP' 28077.
 EFT S. Painter
 THURSTON COUNTY AUDITOR

INDEX OF SHEETS

SHEET 1	APPROVALS, CERTIFICATES, RESTRICTIONS AND NOTES
SHEET 2	PLAT / CURVE AND LINE TABLES
SHEET 3	RESERVATION, EASEMENT, RESTRICTIONS SECTION SUBDIVISION, ADDRESS AND EASEMENTS

BONARD GODAT, PAINTER & ASSOC., INC.
 CIVIL ENGINEERS AND LAND SURVEYORS
 2706 WESTLAKE COURT 6326 MARTIN WAY SUITE G
 OLYMPIA, WA 98502 LACR 51-9744
 360-1588 P4066



PLAT 3180964 (2)

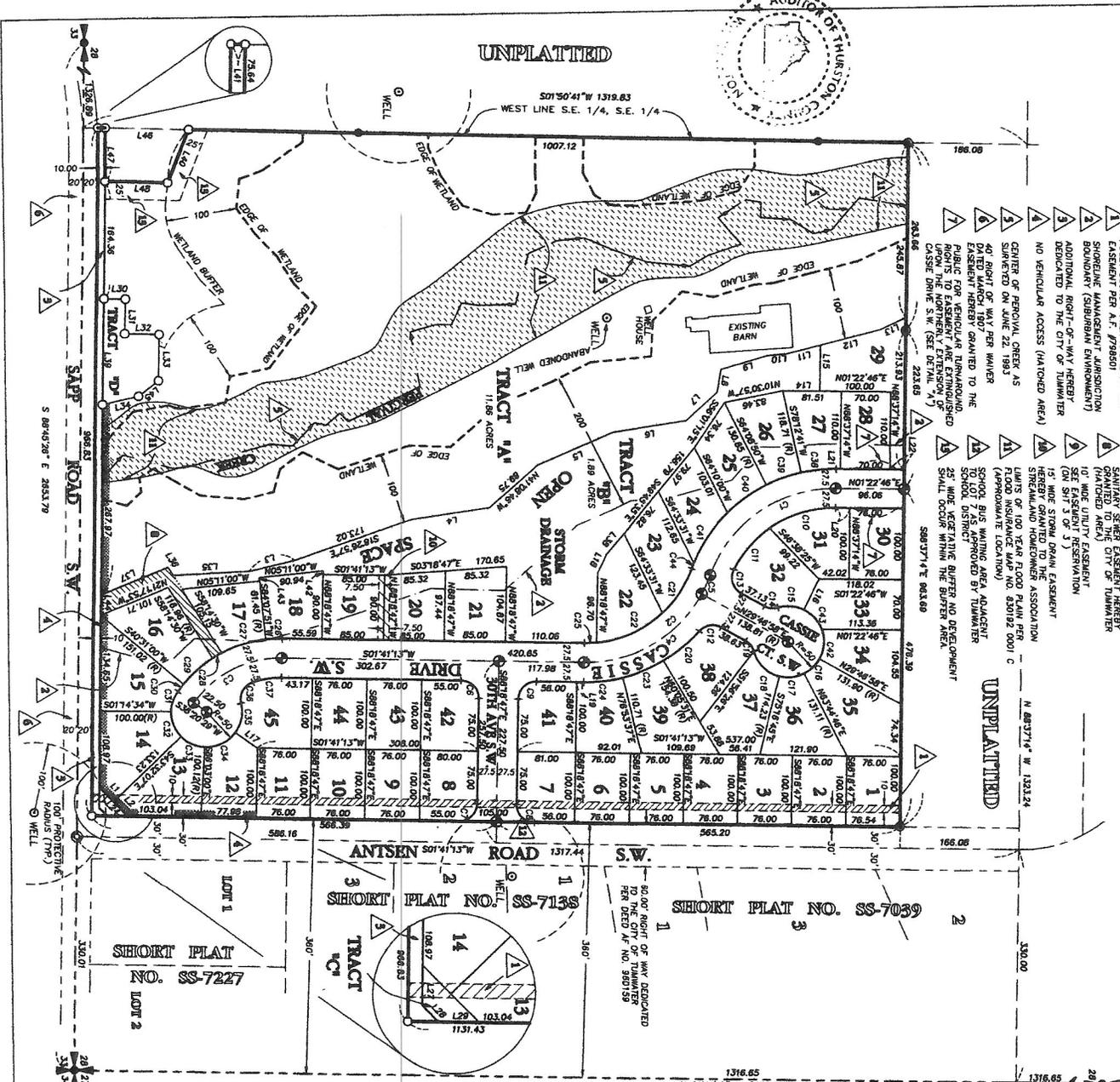
The Plat of Streamland Estates Division One A Portion of the S.E. 1/4 of the S.E. 1/4 of Section 28, Township 18 North, Range 2 West, W.M. Thurston County, Washington

PLAT

3180964 (2)

NOTES

1. PLAT SOUND POWER AND LIGHT CO. SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE STREET LIGHTS AND SIGNAGE.
2. THE CITY OF TUMWATER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE STREET LIGHTS AND SIGNAGE.
3. THE CITY OF TUMWATER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE STREET LIGHTS AND SIGNAGE.
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5. THE CITY OF TUMWATER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE STREET LIGHTS AND SIGNAGE.
6. THE CITY OF TUMWATER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE STREET LIGHTS AND SIGNAGE.
7. THE CITY OF TUMWATER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE STREET LIGHTS AND SIGNAGE.

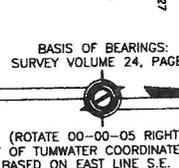


UNPLATTED

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UNPLATTED



NO.	DELTA	RADIUS	LENGTH
C1	78.00	185.00	327.67
C2	70.48	150.00	226.63
C3	59.20	150.00	144.89
C4	61.54	185.00	199.88
C5	68.54	185.00	267.75
C6	90.00	230.00	392.27
C7	90.00	230.00	392.27
C8	90.00	230.00	392.27
C9	90.00	230.00	392.27
C10	90.00	230.00	392.27
C11	90.00	230.00	392.27
C12	90.00	230.00	392.27
C13	90.00	230.00	392.27
C14	90.00	230.00	392.27
C15	90.00	230.00	392.27
C16	90.00	230.00	392.27
C17	90.00	230.00	392.27
C18	90.00	230.00	392.27
C19	90.00	230.00	392.27
C20	90.00	230.00	392.27
C21	90.00	230.00	392.27
C22	90.00	230.00	392.27
C23	90.00	230.00	392.27
C24	90.00	230.00	392.27
C25	90.00	230.00	392.27
C26	90.00	230.00	392.27
C27	90.00	230.00	392.27
C28	90.00	230.00	392.27
C29	90.00	230.00	392.27
C30	90.00	230.00	392.27
C31	90.00	230.00	392.27
C32	90.00	230.00	392.27
C33	90.00	230.00	392.27
C34	90.00	230.00	392.27
C35	90.00	230.00	392.27
C36	90.00	230.00	392.27
C37	90.00	230.00	392.27
C38	90.00	230.00	392.27
C39	90.00	230.00	392.27
C40	90.00	230.00	392.27
C41	90.00	230.00	392.27
C42	90.00	230.00	392.27
C43	90.00	230.00	392.27
C44	90.00	230.00	392.27

NO.	BEARING	DISTANCE
L1	N 46°27'33" E	28.30
L2	N 46°27'33" E	28.30
L3	S 1°24'30" E	65.00
L4	S 1°24'30" E	65.00
L5	N 08°07'18" W	110.34
L6	N 08°07'18" W	110.34
L7	N 10°14'40" W	101.80
L8	N 10°14'40" W	101.80
L9	S 41°52'57" E	59.02
L10	S 41°52'57" E	59.02
L11	S 79°34'41" E	32.38
L12	S 79°34'41" E	32.38
L13	N 15°36'05" W	67.88
L14	N 15°36'05" W	67.88
L15	N 04°16'59" W	26.87
L16	N 04°16'59" W	26.87
L17	S 13°44'17" E	65.92
L18	S 13°44'17" E	65.92
L19	N 2°46'00" W	51.51
L20	N 2°46'00" W	51.51
L21	N 68°37'14" W	64.24
L22	N 68°37'14" W	64.24
L23	N 83°07'18" W	37.25
L24	N 83°07'18" W	37.25
L25	N 64°10'28" W	28.94
L26	N 64°10'28" W	28.94
L27	N 01°41'13" E	9.48
L28	N 01°41'13" E	9.48
L29	N 01°22'45" E	20.06
L30	N 01°22'45" E	20.06
L31	N 01°22'45" E	20.06
L32	N 01°22'45" E	20.06
L33	N 01°22'45" E	20.06
L34	N 01°22'45" E	20.06
L35	N 01°22'45" E	20.06
L36	N 01°22'45" E	20.06
L37	N 01°22'45" E	20.06
L38	N 01°22'45" E	20.06
L39	N 01°22'45" E	20.06
L40	N 01°22'45" E	20.06
L41	N 01°22'45" E	20.06
L42	N 01°22'45" E	20.06
L43	N 01°22'45" E	20.06
L44	N 01°22'45" E	20.06
L45	N 01°22'45" E	20.06
L46	N 01°22'45" E	20.06
L47	N 01°22'45" E	20.06
L48	N 01°22'45" E	20.06

LEGEND

SET 5/8" REBAR & CAP STAMPED "S.P. 28073" ALSO SET AT ALL LOT/TRACT CORNERS AND POINTS OF CURVATURE

SET CONCRETE MONUMENT WITH BRASS DISK STAMPED "S. 28073" PER CITY OF TUMWATER MONUMENT STANDARD PLAN NO. ST-18

FOUND CONCRETE MONUMENT WITH BRASS DISK 0.12 SOUTH OF SECTION LINE

FOUND IRON PIPE

FOUND REBAR & CAP U.S. NO. 13670 (SURVEY VOLUME 24, PAGE 1)

WATER WELL

WELL

RAILROAD LINE

NO VEHICULAR ACCESS

LIMITS OF 100 YEAR FLOOD PLAIN PER FLOOD INSURANCE MAP NO. 830192 0001 C (APPROXIMATE LOCATION)

EASEMENTS

CORPORATE LIMITS OF CITY OF TUMWATER (SEE SHEET 3 OF 3)

ADDRESSES PROVIDED BY THE CITY OF TUMWATER, WA 98512 (SEE SHEET 3 OF 3)

HOWARD GOLDT, PATRYN & ASSOC., INC.
CIVIL ENGINEERS AND LAND SURVEYORS
2708 WESTBORO COURT
OLYMPIA, WA 98502
491-1599

6326 MARTIN WAY SUITE G
LACRY, WA 98516
491-8744
P4006



DECLARATION OF COVENANTS

This Declaration, made on the date hereinafter set forth by B & F Construction Company, Inc., a Washington Corporation, hereinafter referred to as "Declarant":

WITNESSETH:

Whereas, Declarant is the owner of certain property commonly known as the plat of Streamland Estates in the City of Tumwater, County of Thurston, State of Washington, which is more particularly described as:

Lots 1 through 45 DIVISION I of Streamland Estates, Thurston County, Washington

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

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to Streamland Estates Homeowners Association, its successors and assigns.

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

Section 3. "Properties" shall mean and refer to that certain real property herein before 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. The Common Area to be managed by the Association at the time of the conveyance of the first lot is described as





Tracts A, B as shown on the plat of Streamland Estates as recorded in Volume of plats, page ,
Thurston Count, Washington.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision
map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to B & F Construction Co., Inc. its successors or
assigns if such successors or assigns should acquire more than one (1) undeveloped Lot from the
Declarant for the purpose of development.

ARTICLE II PROPERTY RIGHTS

Section 1. -- Owner Easements and Enjoyment. Every owner shall have a right and easement of
enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title
to every Lot, subject to the following provisions.

(a) The right of the Association to charge reasonable fees for the improvements, repair
or maintenance of improvements situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the
Common Area by an Owner for any period during which any assessment against his Lot remains
unpaid; and for a period not to exceed sixty (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 members. No such dedication or transfer signed by two-thirds (2/3) of
each class of members has been recorded.

Section 2.--Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his
right of enjoyment to the Common Area and improvement thereon to the members of his family,
his tenants, or contract purchasers who reside on the property.

ARTICLE III MEMBERSHIP AND VOTING

Section 1. Every Owner of a Lot 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 which is subject to assessment.

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

Class "A" members shall all be Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) 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 (1) vote be cast with respect to any Lot.

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 of the following events, whichever occurs earlier.

(a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or

(b) On July 1, 2002

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1.--Creation of the lien and Personal Obligation of Assessments. Each Owner of any Lot, except the Declarant, unless the Declarant constructs a house on any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such a deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessment for capital improvements, such assessment to be a charge on the land and shall be a continuing lien upon the property against each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation 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 (i.e., grass cutting, tree trimming, clearing of ditches). Declarant shall be responsible for the maintenance of all common areas for the first year, beginning from the date the final plat is recorded. After that, the Association will be responsible for maintenance of all Common Areas.

Section 3.--Maximum Annual Assessment. Until July 1 of the immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One-hundred (\$100.00) per Lot.

(a) From and after July 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 percent (5%) above the maximum assessment for the previous year without a vote of the membership.



(b) From and after July 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (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 Improvement. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessments shall have the consent 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 and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or Section 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first meeting called, the presence of members or of proxies entitled to cast 60 percent (60%) of all of 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 held more than sixty (60) days following the proceeding meeting.

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

Section 7.--Date of Commencement of Annual Assessments. Due Dates. The annual assessment provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the said Lot by Declarant. The first assessment shall be adjusted according to the number of months remaining in the assessment year. The Board of Directors shall fix the amount of the assessment period. Written notice of 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 specific 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 six percent (6%) 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



wave 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 lien of any first mortgage. Sale or transfer or any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment 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 MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES

Section 1.--Maintenance Covenant. easements are hereby granted for the installation inspection, and maintenance of utilities and drainage facilities as delineated on the plat of Streamland Estates. No encroachment will be placed within the easements which may damage or interfere with the installation, inspection, and maintenance of utilities.

(a) All operations and maintenance of the storm drainage facilities, including all expenses shall be by the Homeowners Association. In the event Project Proponent (or successors or the Property Owners Association), in the judgment of the City of Tumwater, fails to maintain drainage facilities within the plat, or if the Proponent or successors willfully or accidentally reduces the capacity of the drainage system or renders any part of the drainage system unusable, the Proponent or successors agree to the following remedy: After 30 days notice by registered mail to the Proponent or successors, The City Of Tumwater may correct the problem or maintain facilities as necessary to restore the full design capacity of the drainage system. The City Of Tumwater will place a lien on the property and/or on lots in the Property Owners Association for payments in arrears. Costs or fees incurred by the jurisdiction, should legal action be required to collect such payments, shall be borne by the Proponent or successors.

Section 2.--Maintenance of Facilities.

(a) In consideration of conveyance of Tract B to the community organization, the community organization hereby covenants and agrees to maintain in good order and repair the storm water facilities, located in designated tracts to the requirements and standards of The City Of Tumwater and all fences and equipment appurtenant to same. If in the opinion of the city the facilities are not maintained to the city standards a fee may be charged to each property owner by the Homeowners organization for maintenance and or repairs of said facilities. Maintenance and or repairs can be hired out by the Homeowners organization or repairs can be done by the members, as long as work meets with city standards.

(b) All homes will infiltrate roof storm runoff into dry wells.

Section 3.--Maintenance Schedule. Maintenance schedule for drainage system component as outlined in Exhibit A.





Section 2--Local Codes. All buildings or Structures shall be constructed in accordance with the City of Tumwater and other applicable Codes. In the event of a conflict between any applicable codes and this Declaration, the codes shall govern.

Section 1. All Lots within the Properties shall be use solely for private single-family residential purposes. Private single-family residence shall consist of no less than one (1) Lot, and no Lot shall ever be further subdivided. No residence shall be constructed which exceeds the allowable height set forth in the City of Tumwater Zoning Code for this zone. Each residence must have a private enclosed car shelter for not less than two (2) cars. No single structure shall be altered to provide residence for more than one (1) family. Rambler-type residence (residence consisting of a basement and one (1) story or residence consisting of a single story) shall contain at least one thousand five hundred (1500) square feet. Multi-story residences (residence consisting of a basement and two (2) stories or residence consisting of two (2) stories) shall contain at least one thousand six hundred (1600) square feet. In computing the total square footage of a residence, the basement or unfinished area living shall not be included, nor shall garages or enclosed decks be included.

ARTICLE VII LAND USE AND BUILDING RESTRICTIONS

Section 2--Committee/Declarant Liability. The Association shall hold the Committee Members and the Declarant, if acting as the Committee, harmless from any actions taken (or actions no taken) under previous sections of this Declaration. By purchasing a Lot in Streamland Estates, The Owners agree that, to the extent permitted by law, neither the Declarant (nor any officer, director, or representative of Declarant), nor the committee (nor any member of the Committee) shall have any liability to the Owners or to the Association for any actions taken, or actions not taken, while acting as the Declarant or the Committee under this Declaration.

Section 1--Architectural Committee Approval. No binding, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor 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 the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI ARCHITECTURAL CONTROL

Section 4.--"Exhibit A" Approximate Maintenance Schedule for Drainage System Component.

Section 3. No obnoxious or offensive activity shall be conducted on any Lot, nor shall anything be done or maintained on the Properties which may become an activity or condition which unreasonably interferes with the rights this Declaration gives other owners to use and enjoy any part of the Properties. No activity or condition shall be conducted or maintained on any part of the Properties which detracts from the value of the Properties as a residential community. No untidy or unsightly condition shall be maintained on any property. Untidy conditions shall include, but are not limited to, publicly visible storage of wood, disabled vehicle of any kind whatsoever, and landscaping which is not properly maintained. In no case shall a recreational vesicle, boat, trailer of any kind, truck, or automobile be parked in the public right-of-way for a period of time exceeding forty-eight (48) hours.

Section 4. Fences of a type customarily used in Thurston County which do not detract from the appearance of the Subdivision may be erected on those portions of the Lot which lie to the rear of a line located coincident with the front line of the dwelling house extended to the side lot lines and parallel to the front lot line. Any such fence may not exceed seventy-two (72) inches in height. No such fence shall be erected on any Lot until the Architectural Control Committee has approved the location and design of such fence.

Section 5. No mobile or "manufactured" homes, trailers, structures of a temporary character, recreational vehicle, basement, tent, shack, garage, barn, or other out buildings shall be used on any Lot at any time as a residence, either temporarily or permanently. No vehicle parked in public rights-of-way may be used temporarily or permanently for residential purposes.

Section 6. Mining. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted on or in any Lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. Oil storage for residential heating purposes is permissible if the storage tank is buried, any necessary permits are obtained, and the storage complies with all applicable environmental laws, rules, and regulations.

Section 7--Building Setbacks. No structures shall be located within twenty (20) feet of the front line or nearer to the side street line than minimum dwelling setback lines required by relevant public zoning ordinance. For the purpose of this Covenant, eaves, steps, chimneys, and open porches shall not be considered to permit any portion of a dwelling; provided, however, that this shall not be considered to permit any portion of a dwelling on a Lot or upon any easements indicated on the face of the Plat or as otherwise recorded, or upon the Common Areas. In no event shall any structures violate any provisions of any city zoning ordinance, or any specific setbacks as set forth on the recorded plat map, or any setbacks imposed through the establishment of easements for utilities or access.

Section 8.--Signs. No signs of any kind shall be displayed to the public view on any Lot, except one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the Declarant or by a builder to advertise the property during the construction and sales period.



Section 9.-Animals. No animals, except dogs, cats, caged birds, fish and tanks, and other small household pets, will be permitted on Lots. Animals shall not be allowed to run at large or to create a disturbance for other Owners in the plat. Leashed animals are permitted within rights-of-way or Common Areas only when accompanied by their owners. Efforts shall be made by the persons accompanying the animals to exercise "scooping" of animal waste.

Section 10.--Driveways. All driveways and walkways shall be paved with concrete, unless otherwise approved by the Committee.

Section 11.--Delegation of Use and Responsibilities. Any Owner may delegate, to members of his family or his tenants, in accordance with the By-Laws of Streamland Estates Homeowners Association, the Owner's right of enjoyment of Common Areas. In the event an Owner rents or leases his property, a copy of this Declaration, as well as any rules and regulations that may be adopted by the Association, shall be made available by the Owner to the prospective renter at the time of commitment to the rental agreement. Each Owner shall also be responsible for informing guests and service personnel of the contents of this Declaration, as well as any rule and regulations that may be adopted by the Association as they may relate to appropriate community behavior. Each Owner personally, and the Owner's Lot, shall be responsible for any damages to any Common Areas (or any other area maintained by the Association), or to any other Association property, whether real or personal, caused by an Owner's family, guest, tenant, agent, workman, contractor or other licensee or invitee. The Association shall have a lien upon the Owner's Lot for the amount of damages.

Section 12.--Landscaping Requirements. All front landscaping must be completed within six months from the date of issuance of the certificate of occupancy, all side and rear landscaping must be completed with 1 year of issuance of certificate of occupancy, however, with good cause shown, the Board may extend this term. All Lots shall be maintained in a neat and orderly condition during Construction.

Section 13.--Building Materials. All homes constructed on each Lot shall be built of new materials, with the exception of "decor" items such as used brick, weathered planking, and similar items. The Architectural Committee will determine whether a used material is a "decor" item. In making this determination, the Architectural Committee will consider whether the material harmonizes with the aesthetic character of Streamland Estates development and whether the materials would add to the attractive development of the property.

The exterior of all construction on any Lot shall be designed, built and maintained in such a manner as to blend with the natural surroundings and landscaping within Streamland Estates. Exterior colors must be approved by the Architectural Committee. Exterior trim, fences, doors, railings, decks, eaves, gutters, and the exterior finish of garages and other accessory buildings shall be designed, built, and maintained to be compatible with the exterior of the structure they adjoin.

Section 14.--Permits. No construction or exterior addition or change or alteration of any structure may be started on any portion of the Properties without the Owner first obtaining a building permit and other necessary permits from the proper local governmental authority.

Section 15.--The Time of Completion. The exterior of any structures, including painting or other suitable finish and front yard landscaping, shall be completed within six (6) months of the beginning of construction so as to present a finished appearance when viewed from an angle. The construction area shall be kept reasonably clean during the construction period.

Section 16.--Model Home/Sales Office Declarant shall be allowed to build and maintain a model home/sales office with signs as long as class B membership applies.

Section 17.--Entry for Inspection. Any agent, officer or member of the Board, Committee, or Declarant may, at any reasonable predetermined hour upon twenty-four (24) hours notice during construction or exterior remodeling, enter and inspect the structure to determine if there was compliance with the provisions of this Declaration. There is created an easement over, upon and across the residential Lots for the purpose of making and carrying out such inspections.

Section 18.--Contractor. Without the prior approval of the Committee, no home may be constructed on any Lot other than by a contractor licensed as a general contractor under the statutes of the State of Washington.

Section 19.--Wiring. The wiring (other than interior wiring) for buildings of any kind shall be underground.

Section 20.--Antennae. No radio or television antennae, transmitters, or parabolic reflectors (satellite dish antennae) shall be permitted unless approved by the Architectural Committee. Any such installations shall be fully screened from public view as a minimum requirement for approval, but such screening shall not guarantee approval by the Architectural Committee. Any such installation(s) will detract for the appearance of the Lot or Properties.

Section 21.--Damage. Any damage to streets, Plat improvements, entry structure, fences, landscaping, mailboxes, lights and lighting standards by Lot Owners, their children, contractors, agents, visitors, friends, relatives or service personnel shall be repaired and restored to like new condition by such owner within twelve (12) days from the occurrence of such damage.

ARTICLE VIII GENERAL PROVISIONS

Section 1.--Enforcement. The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provision of this Declaration. Failure by the Association



or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2.--Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3.--Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4.--Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5.--FHAVA Approval. As long as there is a Class "B" membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration; Annexation of additional Properties, dedications of Common Area and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 9 day of September 1998.

B & F CONSTRUCTION COMPANY, INCORPORATED

Declarant

BY:

Bobby R. Frye-President

Acknowledgment hereto attached

WITNESSES:

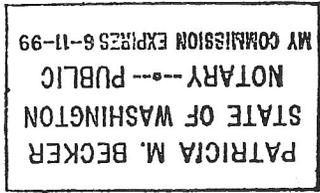
[Handwritten signature]





My commission expires: June 11, 1999

Patricia M. Becker
Notary Public, in and for the State of
Washington, residing at Olympia



GIVEN under my hand and official seal this 9th day of September, 1998.

Before the subscribed, duly commissioned, qualified, and acting as Notary Public in and for said State and City, personally appeared before me, Bobby R. Frye know to be to be the individual described by said name, who executed the foregoing instrument, and to be the President of B & F Construction Company, Incorporated, a Washington corporation, and acknowledged and declared that he as President of said corporation, and being duly authorized by it, signed its name and affixed its seal to and executed said instrument for it and as its act and deed.

[Signature]
STATE OF WASHINGTON)
(ss)
CITY OF TUMWATER)

AMENDMENT TO THE DECLARATION OF COVENANTS

OF

STREAMLAND ESTATES

Recorded September 23, 1998 Auditor's #3180960

Article IV, Section 7 to be corrected and replaced as follows:

Section 7 - Date of Commencement of Annual Assessment Due Dates. The annual assessment provided for herein shall commence as to all Lots on July 1, 1999. The first assessment shall be adjusted according to the number of months remaining in the assessment year. The Board of Directors shall fix the amount of the assessment period. Written notice of 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, for a reasonable charge, furnish a certificate signed by a representative of the Association setting forth whether the assessments on a specific 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.

Article IV, Section 8 to be corrected and replaced as follows:

Section 8 - Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date, will be assessed a "late charge" thereon in the amount of Ten Dollars (\$10.00) to cover the extra expenses involved in handling delinquent assessment payments and to encourage timely receipt of payments. An additional "late charge" in the amount of Ten Dollars (\$10.00) will be assessed for each thirty (30) day increment thereafter that assessments remain delinquent. Further, all such delinquent assessments shall bear interest from the due date at the maximum rate allowable by law. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, late charges, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessments. 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.

IN WITNESS WHEREOF, the undersigned, being an Officer of the Association, has hereunto set his hand this _____ day of _____, 2003.

Sidney Stecker, Vice President

Adopted Nov. 10, 2003 at the Annual Association meeting of the owners of Streamland Estates Community Association in accordance with the provision provide in the Declaration of Covenants, recorded under Auditors #3180960, records of Thurston County, Washington.



Section 1. "Association" shall mean and refer to Streamland Estates Community Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Auditor in and for Thurston County, Washington.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE II

NAME AND LOCATION. The name of the corporation is Streamland Estates Community Association, hereinafter referred to as the "Association." The principal office of the corporation shall be located at 3905 Martin Way E. or at such other location as may be determined by the Board of Directors, but meetings of members and directors may be held as such places within the State of Washington, County of Thurston, as may be designated by the Board of Directors.

ARTICLE I

BY-LAWS of STREAMLAND ESTATES COMMUNITY ASSOCIATION

MEETING OF MEMBERS

ARTICLE III

Section 1.--Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held during the same calendar month of each year thereafter, on such day and at such hour as may be determined by the Board of Directors.

Section 2.--Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A 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 each class of membership shall constitute a quorum of any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than the announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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

BOARD OF DIRECTORS: SELECTION & TERM OF OFFICE

ARTICLE IV

Section 1.--Number. The affairs of this Association shall be managed by a Board of five (5) Directors, who are Members of the Association or designated by Declarant.

Section 2.--Term of Office. At the first annual meeting the Members shall elect two (2) Directors for a term of one (1) year, two (2) Directors for a term of two (2) years and one (1) Director for a term of three (3) years, and at each annual meeting thereafter the Members shall elect one (1) Director for a term of three (3) years for each Director whose term of office expires at such time.





Section 2.--Special Meeting. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any three directors, after not less than three (3) days notice to each Director.

Section 1.--Regular Meetings. Regular meetings of the Board of Directors shall be held ~~every other month~~ without notice, at such place and hour as may be fixed from time to time by resolution of the board. Should said meeting fall upon legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

MEETING OF DIRECTORS

ARTICLE VI

Section 2.--Election. Election to Board of Directors shall be by secret written ballot. At such election the Members or their proxies may case, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 1.--Nomination. Nomination for election to the Board of Directors 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 Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors 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.

NOMINATION AND ELECTION OF DIRECTORS

ARTICLE V

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

Section 4.--Compensation. No Director shall receive compensation for any service he may render to the Association.

Section 3.--Removal. Any Director 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 Director, his successors shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

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

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1.--Powers. The board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to extended sixty (60) days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Article of Incorporation or the Declaration;
- (d) declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) employ a manager, an independent contractor, 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 Directors to:

- (a) cause to be kept a complete record of all its 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 Class A Members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to;
- (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;





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 other specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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 such authority, and perform such duties as the Board may, from time to time, determine.

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 2.--Election of Officers. The elections of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

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 Directors, a Secretary, and a Treasurer, and such other officers as the Board may, from time to time, by resolution create.

OFFICERS AND THEIR DUTIES

ARTICLE VIII

- (g) cause the Common Area to be maintained.
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.
- (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advanced of each annual assessment period; and

Section 6.--Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.--Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one 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 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 checks and promissary notes.

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

(c) Secretary: The Secretary shall record the votes and keep the minutes and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meeting 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 Directors; shall sign all checks and promissary notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by an accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting; and deliver a copy of each to the Members.

ARTICLE IX

COMMITTEES

The Association shall appoint Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall, at all times during





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

MISCELLANEOUS

ARTICLE XIV

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy, except that Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control, and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

AMENDMENTS

ARTICLE XIII

The Association shall have a seal in circular form having within its circumference the words, "Streamland Estates Community Association."

CORPORATE SEAL

ARTICLE XII

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve (12) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waiver or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ASSESSMENTS

ARTICLE XI

reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available by any Member of the principal office of the Association, where copies may be purchased at reasonable cost.