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KING COUNTY, WA

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS**

FOR

GLEN ACRES PUD

GRANTOR: GLEN ACRES HOMEOWNER'S ASSOCIATION

GRANTEE: GLEN ACRES HOMEOWNER'S ASSOCIATION

ABBREVIATED LEGAL DESCRIPTION: Listed on Pages 1-4

ASSESSOR'S TAX PARCEL ID#: 6054700000, 6054710000, 6054730000,
6054740000, 6054750000, 6054760000,
6054770000 (except 6054750220), 0797000115,
0797000120, 0797000126, 0797000127,
0523049022, 052304TRCT, 0799000026,
0797000153, 0797000178

REFERENCE # (If applicable): 20150218000076

DEPARTMENT OF ASSESSMENTS

Examined and approved this Sunday of September, 2015

Lloyd Hara
Assessor

Allen Tolman
Deputy Assessor

**DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR GLEN ACRES PUD**

RECITALS

I

Glen Acres, Inc., the Developer of the Planned Urban Development ("PUD"), intended to record a Declaration of Covenants, Conditions, and Restrictions, but failed to do so. On July, 16, 2015, King County Superior Court issued a Court Order in Cause No. 14-2-03150-5 KNT that validated the decades of management and operation of the PUD by Glen Acres Homeowner's Association. This Declaration was approved by the same Court on September 24, 2015, and by order of the Court is recorded in place of the intended Declaration that was never recorded by Glen Acres, Inc.

II

GAHOA and all Units the Glen Acres PUD, except as exempted by this Declaration, are subject to the restrictions and maintenance obligations contained in The Protective Covenants Running with the Land, recorded with the King County Recorder under Recording No. 6102675; to its Articles of Incorporation, filed in 1966 and as amended thereafter; the equitable servitudes that were validated in King County Superior Court, Cause Number 14-2-03150-5 KNT, on July 16, 2015; the Bylaws filed with King County Recorder and as amended thereafter; and this Declaration.

III

This Declaration shall not apply to Parcel Number 605475-0220, located at 10652 Glen Acres Drive South, Seattle, Washington. The Bylaws recorded with King County under Record No. 9610301259, together with the Global Settlement Agreement reached in 2011, shall govern the rights and obligations of this parcel. Any amendment to this Declaration shall not be enforceable against this delineated parcel without the owners' written consent. This Declaration may be amended to provide that Parcel Number 605475-0220 shall be bound as all other parcels within the PUD by the recorded agreement of that parcel's owner and the Board of Directors of the Glen Acres Homeowner's Association.

IV

Glen Acres Homeowner's Association ("GAHOA" or the "Association") is a "homeowners' association," as defined in RCW 64.38, the Homeowners' Associations Act ("HOA Act"), with the rights and responsibilities of such an association as set out in the HOA Act. It was created with the specific purposes to provide maintenance, preservation, and architectural control of the residence lots and Common Areas or Condominium Units, including roads and utilities within the PUD. It was formed also to promote the health, safety, and welfare of the residents of the PUD.

V

Glen Acres Homeowner's Association is also a Master Association as defined by the Washington Condominium Act, RCW 64.34.276. If there is a conflict between the

Condominium Divisions Declarations and the Glen Acres PUD Declaration, the Glen Acres PUD Declaration shall have priority over the Condominium Divisions Declarations.

VI

Glen Acres is an age fifty-five (55) or older senior housing community as defined by the Housing for Older Persons Act (HOPA), as administered by the U.S. Department of Housing and Urban Development (HUD).

VII

As mandated by the Protective Covenants Running with the Land, Recorded in King County in 1966 under Recording No. 6101675: "this said property shall be maintained as a golf course with golf club-house and swimming pool, tennis court and other recreational facilities for the benefit of the owners of units within the Planned Unit Development forever..."

VIII

All real property within the Glen Acres PUD shall be held, transferred, sold, conveyed, leased, used and occupied subject to the Covenants, Conditions, and Restrictions in this Declaration, which are for the purpose of protecting the value and desirability of and which shall touch and concern and run with title to the real property subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in the described PUD or any portion thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of each Owner thereof and shall otherwise in all respects be regarded as covenants running with the land. All joint Owners shall be jointly and severally obligated to perform the responsibilities of Owners hereunder.

IX

GAHOA reserves the right to sell or develop the property known as Division 8, over which it has jurisdiction. It may develop as it chooses, including but not limited to, the addition of new Condominium Units to the Glen Acres PUD. All additions will be subject to the Governing Documents of the PUD, including this Declaration.

X

The legal descriptions of the properties over which the Association has jurisdiction to assess and this Declaration binds are defined under Article 2 of this Declaration.

XI

The Board of Directors of the Glen Acres Homeowner's Association certify that the procedures of the Court Order signed September 24, 2015, have been followed and acknowledge and attest, by their signatures below, the adoption of the following Declaration.

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ARTICLE 1 Definitions

Section 1.1 Words Defined. For purposes of this Declaration and any amendments hereto, the following terms shall have the following meanings:

- 1.1.1 "Articles" shall mean the Restated and Amended Articles of Incorporation, recorded with King County in 2014, and any amendments thereafter.
- 1.1.2 "Assessment" shall mean all sums chargeable by the GAHOA against a Unit and its Owner, including without limitations regular and special Assessments for Common Expenses, Golf Club social dues and unspent food minimums, fines, and charges imposed by the GAHOA, interest and late charges on any delinquent account, costs of collection, including reasonable attorney's fees incurred by the GAHOA in connection with the collection of delinquent Owner's account, and all other sums payable by an Owner to the GAHOA as provided in the Governing Documents, unless the context clearly indicates otherwise. Assessments are addressed in Section 5.4 of this Declaration.
- 1.1.3 "Association" or "GAHOA" shall refer to the Glen Acres Homeowner's Association, a Washington nonprofit corporation, formed for the purpose of enforcing these covenants and providing other things that may benefit its members.
- 1.1.4 "Board" shall mean the Board of Directors of the GAHOA as provided for in Article 3.
- 1.1.5 "Bylaws" shall mean the Bylaws of the GAHOA, as they may be amended from time to time.
- 1.1.6 "Collections" shall have the meaning as provided in Article 6.
- 1.1.7 "Common Elements" or "Common Areas" are those portions of the property owned or maintained by GAHOA. Common Elements are not

owned individually by Unit Owners, but in which an indivisible interest is held by all Unit Owners. Common Elements are further defined in Article 2. "Common Elements" and "Common Areas" shall be used interchangeably.

- 1.1.8 "Common Expenses" shall mean expenditures made by or financial liabilities of the Association which are related to the Common Elements and the general operation of the Association.
- 1.1.9 "Committee" shall mean a group of Owners assembled for specific purposes related to the affairs of the community. Committees are provided for in this Declaration and the Bylaws.
- 1.1.10 "Condominium" shall mean a horizontal property regime under RCW 64.32 and 64.34, and the land and improvements subject to RCW 64.32 and 64.34. Each Division in the Glen Acres PUD is a Condominium. There are seven Condominiums in the PUD, with the potential for development of an eighth.
- 1.1.11 "Condominium Act" shall mean the Washington Condominium Act, codified in Chapter 64.34, Revised Code of Washington, as amended thereafter.
- 1.1.12 "Declaration" shall mean this Declaration and Covenants, Conditions, and Restrictions for the Glen Acres PUD, as it may from time to time be amended.
- 1.1.13 "Division" or "Phase" shall mean one Condominium Division within the Glen Acres PUD. "Division" and "Phase" shall be used interchangeably.
- 1.1.14 "Electronic Means" shall mean any manner of electronic communication as provided for in RCW 24.03 and its subsequent revisions.
- 1.1.15 "Foreclosure" shall mean a forfeiture or judicial or nonjudicial foreclosure of a mortgage or deed in lieu thereof.
- 1.1.16 "Golf & Country Club" or "Golf Club" shall mean the wholly owned subsidiary of the GAHOA. As provided for in Article 4, all Members of the GAHOA are also, at minimum, Members of the Golf Club. "Golf Club Property" includes a nine-hole golf course, clubhouse, restaurant, and other recreational facilities in the PUD.

- 1.1.17 "Governing Documents" shall mean the PCRLs, Glen Acres PUD Declaration, the Articles, the GAHOA Bylaws, and Rules and Regulations of the Glen Acres Homeowner's Association, and all amendments thereto.
- 1.1.18 "HOA Act" shall mean the Homeowner's Act of Washington, codified in Chapter 64.38, Revised Code of Washington, as amended thereafter.
- 1.1.19 "Horizontal Property Regimes Act" or "Old Act" shall mean RCW 64.32, Revised Code of Washington, as amended thereafter.
- 1.1.20 "Managing Agent" shall mean the Person or Company designated by the GAHOA Board under Section 3.9, and may include in-house staff retained by the GAHOA.
- 1.1.21 "Member" shall mean a Unit Owner within the PUD, and ownership of a Unit shall be the sole qualification for membership in the GAHOA. "Member" and "Owner" may be used interchangeably.
- 1.1.22 "Owner" or "Unit Owner" shall mean a person who owns a Unit, but does not include a person who has an interest in a Unit solely as security for an obligation. "Owner" means the vendee, not the vendor, of a Unit under a real estate contract.
- 1.1.23 "Person" shall mean an individual, corporation, partnership, association, trustee or beneficiary of a trust, or other legal entity.
- 1.1.24 The "PUD" shall refer to the Planned Urban Development of Glen Acres, recorded with King County by the Developer under Recording ZA-66-23.
- 1.1.25 "Unit" shall have the same meaning as "Apartment," as envisioned by RCW 64.32, and "Unit" as in RCW 64.34, and the two terms shall be interchangeable. "Apartment" or "Unit" means a part of the property intended for independent use and separate ownership, including one or more rooms or spaces located on one or more floors in a Building. The boundaries of an Apartment are defined in the Declarations of the Condominium Divisions.

Section 1.2 Forms of Words. The singular form of words shall include the plural and the plural shall include the singular. The locative adverbs "herein", "hereunder", "hereto", "hereby", "hereinafter", etc., whenever used herein shall mean and refer to this Declaration in its entirety and not to any specific Article, Section or other part thereof.

ARTICLE 2 Jurisdiction & Common Elements

Section 2.1 Jurisdiction. Glen Acres PUD is a single community, made up of seven separate Condominium Divisions. It is the community's intention to have uniform governance and management administered through the Glen Acres Homeowner's Association and that each Condominium Division Association shall govern the use, maintenance and repair of the Buildings within their Condominium and in compliance with the rules and policies of GAHOA with respect the architectural standards, maintenance, health, safety, and welfare of the community as a whole. Owners contribute to both their Condominium Division and to the Glen Acres PUD Condominium to support the community and pay for services.

The legal descriptions of the properties over which the Association has jurisdiction to assess and this Declaration binds are:

- (1) New Glen Acres Division No. 1 as recorded by King County, also known as New Glen Acres Phase No. 1, under 6298732 and as amended by 20020725001621, along with Condominium Plan of New Glen Acres Division No. 1, under 6298731, and as they may be subsequently amended. Division 1 is also known as Parcel No. 60547-00000.
- (2) New Glen Acres Division No. 2 as recorded by King County, under 6595580 and as amended by 20020204001244 and 20030701001019, along with Condominium Plan of New Glen Acres Division No. 2, under 6595579, and as they may be subsequently amended. Division 2 is also known as Parcel No. 60547-10000.
- (3) New Glen Acres Division No. 3 as recorded by King County, under 6227303 and as amended by 7310240657, 7412200290 and 20121031001829, along with Condominium Plan of New Glen Acres Division No. 3, under 7212270421 and as amended by 7310240656 and 7412200289, and as they may be subsequently amended. Division 3 is also known as Parcel No. 60547-30000.
- (4) New Glen Acres Division No. 4 as recorded by King County, under 7402270444 and as amended by 7703290965 and 20010316000499, along with Condominium Plan of New Glen Acres Division No. 4, under 7402270443 and as amended by 7703290964, and as they may be subsequently amended. Division 4 is also known as Parcel No. 60547-40000.
- (5) New Glen Acres Division No. 5 and New Glen Acres Division No. 5 - Phase II as recorded by King County, under 7605210625 and as amended by 20010508002051 and 7706151064, along with Condominium Plan of New Glen Acres Division No. 5 and Condominium Plan of New Glen Acres Division No. 5 - Phase II, under 7605210623 and 7706151061, and as they may be subsequently amended. Division 5 is also known as Parcel No. 60547-50000.
- (6) New Glen Acres Division No. 6 as recorded by King County, under 7810120841 and as amended by 20020405000588, along with Condominium Plan of New Glen Acres Division No. 6, under 7810120840, and as they may be subsequently amended. Division 6 is also known as Parcel No. 60547-60000.

- (7) New Glen Acres Division No. 7 and New Glen Acres Division No. 7 - Phase II as recorded by King County, under 8001160861 and 8109150586, respectively, and as amended by 20020204001247, 20130722001491 and 9304270400, along with Condominium Plan of New Glen Acres Division No. 7, under 8001160860 and under 8109150585, and as they may be subsequently amended. Division 7 is also known as Parcel No. 60547-70000.
- (8) Glen Acres Division 8 consisting of:
 - (9) The entrance, approximately .13 acres, King County Parcel No. 0797000115.
 - (10) Parking area and lawn, approximately .42 acres, King County Parcel No. 0797000120.
 - (11) Lawn, approximately .32 acres, King County Parcel No. 0797000126.
 - (12) Tennis courts, approximately .26 acres, King County Parcel No. 0797000127.

Section 2.2 Description of Common Elements. The legal descriptions of the golf course and all other real property to which the Association holds title ("Association Common Areas") and has jurisdiction are:

- (1) The Clubhouse Property and a portion of the Golf Course, approximately 13.39 acres, King County Parcel No. 0523049022;
- (2) The remaining Golf Course property and unimproved land next to it, approximately 41.57 acres, King County Parcel No. 052304TRCT;
- (3) The private road known as Glen Acres Drive South, approximately 3.2 acres, King County Parcel No. 0799000026;
- (4) Approximately .7 acres west of Phase 1 containing sewer lines, King County Parcel No. 0797000153; and
- (5) Property known as Division 8 consisting of:
 - (6) The entrance, approximately .13 acres, King County Parcel No. 0797000115
 - (7) Parking area and lawn, approximately .42 acres, King County Parcel No. 0797000120
 - (8) Lawn, approximately .32 acres, King County Parcel No. 0797000126
 - (9) Tennis courts, approximately .26 acres, King County Parcel No. 0797000127

Section 2.3 Maintenance. The Association shall be responsible for the maintenance, repair, replacement, and improvement of the Common Elements.

2.3.1 Assessments for Common Expenses. GAHOA is authorized to assess all Owners for Common Expenses for the maintenance, repair, upkeep, and general needs of all Common Areas, including but not limited to the Golf & Country Club.

Section 2.4 Easement for the Association. The Association shall have an easement over, across, and through the Common Elements and any area of the Division Condominiums reasonably necessary to perform the responsibilities.

Section 2.5 Restrictions on Use of Common Elements. The Association may restrict Owners who are not in good standing, including those delinquent on their Assessments, from use of the Common Elements.

The Board may enact Rules and Regulations to restrict the number of persons entitled to use of Common Elements.

ARTICLE 3 Glen Acres Homeowner's Association

Section 3.1 Form of Association. The Association shall be a nonprofit corporation formed and operated under the laws of the State of Washington. It shall be known as Glen Acres Homeowner's Association.

Section 3.2 Articles and Bylaws. The Articles were initially adopted by the Declarant in 1966 and restated and amended in 2014. These may be further amended by the affirmative vote of at least seventy-five percent (75%) of the Association total vote at a properly called annual or special meeting, or by mail or electronic means. This is the same percentage required for an amendment to this Declaration.

The Bylaws may be amended by a majority vote of the Board. In the event of a conflict between the Bylaws and the Declaration, the provisions of this Declaration shall prevail.

Section 3.3 Membership. The Association shall have one class of Members. The designation, qualifications and rights of such class are provided to any Person that is the contract purchaser or record owner of a fee interest in any Unit in the Glen Acres PUD. If any Unit is held jointly by two or more persons, the several Owners of such interests shall designate one of their numbers as the "Member". The Golf Club may have non-Owner members, but for the purpose of this Declaration, "Member" will refer only to an Owner that is a Member of the GAHOA.

3.3.1 Transfer of Membership. Membership in the Association is appurtenant to each Unit.

Section 3.4 Voting. Each Member of GAHOA shall have one (1) membership regardless of Units owned or being purchased, and the interest of each Member shall be equal to that of any other Member. No Member may acquire any interest which shall entitle him or her to any greater voice, vote, or authority in the Association than any other Member. In the case of a Unit owned jointly by two (2) or more Persons, only the joint Owner designated as the Member pursuant to Article IV of the Articles shall be entitled to vote.

3.4.1 Voting by Proxy. At any meeting of Members, a member entitled to vote may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

3.4.2 Voting by Electronic Transmission. Whenever proposals are to be considered by the Members, including amendments to the Articles of Incorporation, the vote may be taken by mail or by electronic transmission if the

text of each proposal to be voted upon is set forth in a record accompanying or contained in the notice of meeting. The vote may be conducted by electronic transmission if an address, location, or system to which the ballot may be electronically transmitted is designated and the ballot is electronically transmitted to the designated address, location, or system, in an executed electronically transmitted record. Members voting by mail or electronic transmission are present for all purposes of quorum, count of votes, and percentages of total voting power present. If an insufficient number of Members vote to affirm a proposal, the meeting shall be adjourned and voting by mail or electronic transmission may continue until either all Members have voted or the proposal is affirmed. In person delivery of a vote in writing shall be equivalent to receipt of a vote by mail for the purpose of this Section.

Section 3.5 Powers of the Association. The Association shall have the power to make and enforce rules and policies to govern the maintenance, preservation, and architectural standards, and to promote the health, safety, and welfare of the community as a whole.

The Association shall have the power:

3.5.1 To exercise all of the powers and privileges and to perform all of the duties as set forth in the Protective Covenants Running with the Land, recorded in King County under Recording No. 196102675; the Restated and Amended Articles of Incorporation, recorded in King County under 20140110000986; the Court Order of July 16, 2015, in King County Cause No. 14-2-03150-5 KNT; and this Declaration.

3.5.2 To fix, levy, collect, and enforce payment by any lawful means all charges or Assessments; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association.

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

3.5.4 To borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

3.5.5 To have and to exercise any and all powers, rights, and privileges which a corporation organized under the Non-Profit Corporation Act of the State of Washington, RCW 24.03, by law may now or hereafter have or exercise.

3.5.6 To have and to exercise any and all powers, rights, and privileges which a homeowners' association organized under the HOA Act by law may now or hereafter have or exercise.

3.5.7 To have and to exercise any and all powers, rights, and privileges which a Master Association organized under the Washington Condominium Act, RCW 64.34.276, by law may now or hereafter have or exercise.

Section 3.6 Association Meetings. GAHOA requires open meetings. Each Board regular and special meeting and each Membership annual and special meeting shall be open to all GAHOA Members. The Board may go into closed executive session as provided by the HOA Act, RCW 64.38.035.

3.6.1 Annual Meeting. An annual meeting of the Members shall be held on the first Tuesday of April, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Washington, such meeting shall be held on the next succeeding Tuesday. If the election of Directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Members as soon thereafter as conveniently may be held. In order for Owners to get a subject on the agenda for the annual meeting, they must make a request of their Division Board Trustee 60 days prior to the meeting.

3.6.2 Special Meetings. Special meetings of the Association may be called by the president, by resolution of the Board or upon the written request of a majority of the Board or upon the written request of Members having not less than ten percent (10%) of the votes in the Association not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting.

3.6.3 Notice. The notice of the annual and special meetings shall be delivered to the Owners not less than thirty (30) days nor more than sixty (60) days prior to the meeting. The agenda for the meeting shall be enclosed with the notice and shall include business declared by the Board of Directors. No other business shall be considered at this meeting.

3.6.4 Quorum. The Members holding sixty percent (60%) of the votes which may be cast at any meeting shall constitute a quorum at such a meeting. If a quorum is not present at any meeting of Members, another meeting will be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the quorum of the preceding meeting (or 30%). No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 3.7 Board of Directors. The Association shall be managed by a Board of Directors comprised of one member from each Division. The process for selection and qualification for Directors shall be provided for in the Bylaws. The rights and duties of the Board of Directors shall be governed by the provisions of this Declaration and the Bylaws.

3.7.1 Duties of the Board. The Board shall have the power to exercise all powers of the Association as defined in Section 3.5. The Board's duties are further specified in the Bylaws.

3.7.2 Standard of Care. Directors will exercise the degree of care and loyalty required of an officer or director of a corporation organized under RCW 24.03 and shall exercise ordinary and reasonable care.

Section 3.8 Committees of Directors. The President of the Board of Directors, with the approval of the Board of Directors, shall appoint a director who will be chairman of each of the following committees.

- a. Golf Club/HOA Liaison Committee
- b. Utilities Committee
- c. Environmental Committee (formerly known as Airport Noise Committee)
- d. Security Committee
- e. Finance/Planning Committee
- f. Events Committee

Said director shall select the committee members from other members of the Board or other Owners indicating a desire to be on his committee. This selection shall be approved by the Board of Directors. The committees shall meet monthly and vote (by simple majority) on any action it deems necessary. This action shall be presented to the Board of Directors for their consideration and final judgment. The committees shall have a maximum of seven members and have no authority to amend HOA documents or expend assets of the Corporation. Committees shall function within the guidelines established by the "Mission Statement" for each committee. The designation and appointment of any such committee and the delegation thereto for authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him by law.

The Board of Directors, by resolution adopted by a majority of Directors in office, may designate and appoint one or more committees, each of which shall consist of two or more Directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Corporation, except that no such committee shall have the authority of the Board of Directors in reference to amending, altering or repealing the Bylaws, electing, appointing or removing any member of any such committee or any Director or officer of the Corporation, amending the Articles of Incorporation, restating Articles of Incorporation, adopting a plan of merger or adopting a plan of consolidation with

another Corporation, authorizing the sale, lease, exchange or mortgage of all or substantially all the property and assets of the Corporation, authorizing the voluntary dissolution of the Corporation or revoking proceedings therefor, adopting a plan for the distribution of the assets of the Corporation, or amending, altering or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by such committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him by law.

3.8.1 Committees will further be governed by provisions in the Bylaws.

3.8.2 Other committees not having and exercising the authority of the Board of Directors in the management of the Corporation may be appointed in such a manner as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present.

Section 3.9 Adoption of Rules and Regulations. When and to the extent it deems advisable, the Board may adopt reasonable rules and regulations governing the maintenance, preservation, and architectural standards; use of the Common Elements and other matters of mutual concern to the Owners; and to promote the health, safety, and welfare of the community. Rules shall be consistent with, but not limited to, enforcement of requirements under this Declaration, Articles of Incorporation or Bylaws. Rules shall treat all Owners fairly and in a non-discriminatory manner. Rules may include a Collection Policy & Fine Schedule to be revised by the Board, in its discretion.

Section 3.10 Managing Agent. The Board may, but shall not be required to, contract with an experienced professional Managing Agent to assist the Board in the management and operation of the Association and may delegate such of its powers and duties to the Managing Agent as it deems to be appropriate, except as limited herein. Only the Association, and not its Managing Agent, can approve an annual budget or a supplemental budget, or impose a special Assessment on a Unit, or authorize Foreclosure of an Assessment lien. Any contract with a Managing Agent shall have a term no longer than one (1) year (but may be renewable by agreement of the Parties for successive one-year periods) and shall be terminable by the Board without payment of a termination fee, either for cause on thirty (30) days' written notice or without cause on not more than 90 days' written notice. The Association may hire employees to assist it with its obligations to administer and manage the Association.

Section 3.11 Inspection of Association Documents, Books, and Records. All records of the Association, including the names and addresses of Owners and other Occupants in the PUD, shall be available for examination by all Owners, holders of mortgages on the lots, and their respective authorized agents on reasonable advance notice during normal working hours at the offices of the Association or its managing agent. The Association shall not release the unlisted telephone number of any Owner. The Association may impose and collect a reasonable charge for copies and any reasonable costs incurred by the Association in providing access to records.

Section 3.12 Resale Certificate. The Association, within ten (10) days after a request from an Owner shall furnish a resale certificate signed by a Director or authorized agent of the Association and containing the necessary information to enable the Owner to comply with RCW 64.34.425. The Association may charge for the preparation of this resale certificate, as provided by statute.

ARTICLE 4 Golf & Country Club

Section 4.1 Golf & Country Club. The Golf & Country Club is an essential element of the community. The Golf Club shall refer to the business entity that operates the Golf & Country Club Property, as defined in Section 1.1.16. The Golf & Country Club is owned and operated by the GAHOA. There are two classes of membership in the Golf Club: golfing & social.

Section 4.2 Mandatory Membership. All GAHOA Members are at least social Members of the Golf Club and must meet the obligations of Golf Club membership, including payment of food minimums. GAHOA may opt to be golfing Members for an additional cost, which reserves them all of the rights of a social Member plus additional golfing benefits. Initiation fees for all Members and monthly fees associated with a golfing membership may be established and adjusted by the Board.

Section 4.3 Membership is Continuous. Membership in the Golf Club is and shall be continuous, regardless of the operator or owner of amenities and facilities.

Section 4.4 Actual Use of Facilities is Not Determinative. Owners that do not use the Golf Club are not relieved of their financial obligations to pay for maintenance of property, operation of the Golf Club, social dues, and food minimums.

Section 4.5 Surplus of Funds from Operations. If there is a surplus of funds from operations of the Golf Club, the surplus shall be placed in reserves and/or used to offset other expenses of the GAHOA.

ARTICLE 5 Budget & Assessments

Section 5.1 Fiscal Year. The accounting year of the Association shall begin on May 1 of each year and end on April 30, provided that if a different accounting year is at any time selected for purposes of federal income taxes, the accounting year shall be the year so selected.

Section 5.2 Estimated Expenses. The Board shall estimate expenses and set fees and assessments through a budget process. At least sixty (60) days prior to each fiscal year as the Board designates, the Board shall estimate the charges to be paid during such year, including the expenses of operating, maintaining and replacing property owned and hereafter acquired by GAHOA.

5.2.1 The exact makeup of the summary of the budget shall be determined by the Board, but shall comply with RCW 64.38.025(4)

Section 5.3 Ratification. Within thirty (30) days after adoption by the Board of any proposed regular or special budget, the board shall set a date for a meeting of the Members to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing of the summary. Unless at that meeting the Members of a majority of the votes in the Association are allocated or any larger percentage specified in the governing documents reject the budget, in person or by proxy, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Members shall be continued until such time as the Members ratify a subsequent budget proposed by the board of directors.

Section 5.4 Assessments. Each GAHOA Member is obligated to pay monthly and special Assessments to the Association and dues, fees and food minimums to the Golf Club. Golf Club dues are synonymous with GAHOA dues; any Assessment owed to the Golf Club is a debt to GAHOA.

Expenses shall be paid through Members' dues and Assessments. No Member may exempt himself from liability for payment of assessments for any reason, including waiver of use or enjoyment of any of the Common Elements or abandonment of the Member's Unit.

5.4.1 Monthly Assessments. Each Member shall pay to the Board Treasurer, or Managing Agent monthly Assessments on or before the first day of each month, or in such other reasonable manner as the Board shall designate.

5.4.2 Special Assessments. Each Member shall pay its share of GAHOA expenses through special charges in a reasonable manner as the Board shall designate.

5.4.3 Golf Club Assessments. All Members are required to pay the dues, fees and food minimums of the Golf Club, as established by the Board, and other fees and Assessments for additional services provided by the Golf Club to Members and their guests and tenants.

Section 5.5 Supplemental Budgets. If the estimated expenses prove inadequate for any reason (including non-payment for any reason of any Member's Assessment), the Board may at any time adopt a supplemental budget and levy a further Assessment, which shall be assessed to the Members according to Section 5.3. Similarly, if the sum estimated and budgeted, and being collected and/or already collected, at any time proves excessive, the Board may reduce the amount being assessed and/or apply existing fund (in excess of current needs and required reserves) against future Assessments and/or refund such excess funds.

Section 5.6 Only Some Owners Benefited. The Board may elect that any Common Expense or portion thereof benefiting fewer than all of the Owners must be assessed exclusively against the Owners benefited.

Section 5.7 Insurance in Proportion to Risk. The Board may assess insurance costs in proportion to risk.

Section 5.8 Owner Negligence or Misconduct. To the extent that any Common Expense is caused by the negligence or misconduct of any Owner, any Occupant of a Unit or any of the Owner or Occupants' tenants, residents, guests, invitees, visitors, licensees, employees, agents, or pets, the Association may assess that expense against the Owner's Unit after notice and an opportunity to be heard. Owner Misconduct shall include unfounded challenges to Board and Association decisions or actions, whether or not litigation is commenced. Common Expenses assessed to Owners shall include all related costs and reasonable attorney's fees.

ARTICLE 6 Lien and Collection of Assessments.

Section 6.1 Owner Obligation. Each Owner is deemed to covenant and agree to pay to the Association any Assessment duly levied by the Association as provided by this Declaration. Any assessment that is not paid when due or as assigned in the Collection Policy shall be delinquent. In addition to the penalties outlined in the Collection Policy, Owners are prohibited from using Common Areas while either their Association or Golf Club accounts are delinquent. GAHOA may also temporarily revoke the Golf Club membership rights of Members in delinquency of any Association or Golf Club assessments.

Section 6.2 Lien for Assessments. The Board has the right to place a lien on Units within the PUD for unpaid regular and special Assessments, Golf Club fees, food minimums, fines, and other assessments and charges authorized by this Declaration. The Assessments are secured by a continuing lien upon the property against which the Assessment is made. The Association may record a lien on a Unit from the time the Assessment is due.

Section 6.3 Foreclosure. The lien may be enforced judicially by the Association or its authorized representative in the manner set forth in RCW 61.12. The Association or its authorized representative shall have the power to purchase the Unit at the foreclosure sale and to acquire, hold, lease, mortgage or convey the same. Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial foreclosure action, the period of redemption shall be eight months. Nothing in this Section shall prohibit the Association from taking a deed in lieu of foreclosure.

Section 6.4 Receiver. From the time of commencement of an action by the Association to foreclose a lien for nonpayment of delinquent Assessments against a Unit that is not occupied by the Owner thereof, the Association shall be entitled to the appointment of a receiver to collect from the lessee thereof the rent for the Unit as and when due. If the rental is not paid, the receiver may obtain possession of the Unit,

refurbish it for rental up to a reasonable standard for rental units in this type, rent the Unit or permit its rental to others, and apply the rents first to the cost of the receivership and attorneys' fees thereof, then to the cost of refurbishing the Unit, then to applicable charges, then to costs, fees, and charges of the foreclosure action, and then to the payment of the delinquent Assessments. Only a receiver may take possession and collect rents under this section, and a receiver shall not be appointed less than ninety (90) days after the delinquency. The exercise by the Association of the foregoing rights shall not affect the priority of preexisting liens on the Unit.

Section 6.5 Lien Priority. A lien arising under this Section shall be prior to all other liens and encumbrances on a Unit except those recorded before the recording of this Declaration and liens for real property taxes and other governmental assessments or charges against the Unit. A lien under this Section shall not be subject to the provisions of RCW 6.13.

The Association will have priority over a mortgage on the Unit recorded before the date on which the assessment sought to be enforced became delinquent only to the extent of assessments for Common Expenses which would have become due during the six months immediately preceding the date of a sheriff's sale, the date of a trustee's sale, or the date of recording of the declaration of foreclosure in a proceeding by the vendor under a real estate contract. The Association will lose this protection if foreclosing nonjudicially.

6.5.1 If two or more associations have liens for assessments created at any time on the same real estate, those liens have equal priority.

Section 6.6 Lien Survives Sale. A lien arising under this Section shall not be affected by the sale or transfer of the subject Condominium Unit except in the event of sale through foreclosure. Assessment shall be a debt to GAHOA and the joint and several obligation of the Owners of the Unit to which the same are assessed as of the time the Assessment is due. In a voluntary conveyance the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter up to the time of the grantor's conveyance, without prejudice as to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Suit to recover a personal judgment for any delinquent Assessment shall be maintainable in any court of competent jurisdiction without foreclosing or waiving the lien securing such sums. Any lien for Association Assessments shall be enforceable by the Association against each Unit involved.

Section 6.7 Late Charges and Interest. The Association may from time to time establish reasonable late charge and a rate of interest to be charged on all subsequent delinquent Assessments or installments thereof. In the absence of another established nonusurious rate, delinquent Assessments shall bear interest from the date of delinquency at the maximum rate permitted under RCW 19.52.020.

Section 6.8 Attorney's Fees. In compliance with the HOA Act and Condominium Act, the prevailing party shall be entitled to recover any costs and reasonable attorney's fees incurred in connection with the collection of delinquent Assessments, whether or not such collection activities result in suit being commenced or prosecuted to judgment. In addition, the prevailing party shall be entitled to recover costs and reasonable attorney's fees if it prevails on appeal and in the enforcement of a judgment, including any attorney's fees and costs associated with an action in Small Claims Court.

Section 6.9 Assessment Certificate. The Association, upon written request, shall furnish to an Owner or Mortgagee a statement signed by an officer or authorized agent of the Association setting forth the amount of unpaid Assessments against that Unit. The statement shall be furnished within fifteen (15) days after receipt of the request and is binding on the GAHOA, the Board, and every Member, unless and to the extent known by the recipient to be false.

ARTICLE 7 No Waiver on Failure to Insist on Strict Performance

The failure of the Board in any instance to insist upon the strict compliance with this Declaration or the Bylaws or rules and regulations established by the Board, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition, or restriction. The receipt by the Board of payment of any Assessment from a Division Association or from an Owner, with knowledge of any breach by the Division Association or the Owner, shall not be a waiver of the breach.

ARTICLE 8 Limitation of Liability

So long as an Association Director, Committee member, Association employee or agent, or the Managing Agent has acted with reasonable and ordinary care, then no such Person shall be personally liable to any Owner, or to any other Person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of such Person; provided, that this section shall not apply where and to the extent the consequences of such act, omission, error, or negligence are covered by insurance obtained by the Board.

ARTICLE 9 Indemnification

Each Director, Committee member, Association employee or agent, and the Managing Agent shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed in connection with any proceeding to which s/he may be a party, or in which s/he may become involved, by reason of holding or having held such position, or any settlement thereof, whether or not s/he holds such position at the time such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by insurance and except in such cases wherein such Person did not act with reasonable and ordinary care in the performance of his/her duties; provided, that in the event of a settlement, the

indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association.

ARTICLE 10 Insurance

Section 10.1 Coverage Required. The Association shall maintain, to the extent reasonably available:

10.1.1 Property Insurance. Property insurance may, but need not, include equipment, improvements, and betterments in a Unit installed by the Owners, insuring against all risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles shall be not less than eighty percent (80%) of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies; and

10.1.2 Liability Insurance. Liability insurance, including medical payments insurance, in an amount determined by the Board, in amount not less than \$5 million, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the common elements.

Section 10.2 Notice of Change in Insurance Status. If the insurance described in Section 10.1 is not reasonably available, or is modified, canceled, or not renewed, the Association shall promptly cause notice of that fact to be hand-delivered or sent prepaid by first-class United States Mail to all Owners at their respective last known addresses.

10.2.1 The Association in any event may carry any other insurance it deems appropriate to protect the Association or Owners.

Section 10.3 Additional Policy Provisions. Insurance policies carried pursuant to this Article shall provide that:

10.3.1 Each Owner is an insured person under the policy with respect to liability arising out of the Owner's interest in the Common Elements or membership in the Association;

10.3.2 The insurer waives its right to subrogation under the policy against any Owner, member of the Owner's household, and lessee of the Owner.

10.3.3. No act or omission by any Owner, unless acting with the scope of the Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and

10.3.4 If, at the time of loss under the policy, there is other insurance in the name of an Owner, covering the same risk covered by the policy, the Association's policy provides primary insurance.

Section 10.4 Proceeds. Any loss covered by the property insurance under Section 10.1.1 of this Declaration must be adjusted with the Association, but the insurance proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a mortgage. The insurance trustee or the Association shall hold any insurance proceeds in trust for Owners and lienholders as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged property, and Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored.

Section 10.5 Shifting Deductible. The amount of any Association insurance deductible, if the Association buys that coverage, for an insured loss, or the repair or replacement costs of any uninsured loss, shall be paid by the Owner or Division of responsible by act, negligence, or carelessness for the damage (including acts of negligence or omission of the Owner's or Division's guests, tenants, contractors, or invitees); or by the Owner or Division responsible for the control or maintenance of the item causing the damage to or destruction of the property. Any repair or replacement costs of an uninsured loss which exceed the amounts recovered from a responsible individual or Division will be paid as a Common Expense.

Section 10.6 Owner's Insurance. An insurance policy issued to the Association does not prevent an Owner from obtaining insurance for the Owner's own benefit.

Section 10.7 Certificates of Insurance. An insurer that has issued an insurance policy under the Article shall issue certificates of insurance to the Association, and upon written request, to any Owner or holder of a mortgage. The insurer issuing the policy may not modify the amount or the extent of the coverage of the policy or cancel or refuse to renew the policy unless the insurer has complied with all applicable provisions of RCW 48.18 pertaining to the cancellation or nonrenewal of contracts of insurance. The insurer shall not modify the amount or the extent of the coverage of the policy, or cancel or refuse to the renew the policy without complying with RCW 64.34.352.

Section 10.8 Damage and Destruction. Any portion of the PUD for which insurance is required under this Article which is damaged or destroyed shall be repaired or replaced promptly by the Association unless: the PUD ceases; repair or replacement would be illegal under any state or local health or safety statute or ordinance; or eighty percent (80%), including every Owner of a Unit or assigned limited Common Element which will not be rebuilt (if applicable), of the Owners vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

10.8.1 If all of the damaged and destroyed portions of the PUD are not to be repaired or replaced: (1) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition

compatible with the remainder of the PUD; (2) the insurance proceeds attributable to Units and limited Common Elements which are not rebuilt shall be distributed to the Owners of those Units to which those limited Common Elements were allocated, or to lienholders, as their interests may appear; and (3) the remainder of the proceeds shall be distributed to all the Owners and lienholders, as their interests may appear, in proportion to the Common Element interests of all Units.

10.8.2 If Owners vote not to rebuild any Unit, that Unit's allocated interests are automatically reallocated upon the vote as if the Unit had been condemned under RCW 64.34.060(1), and the Association shall prepare promptly, execute, and record an amendment to the Declaration reflecting the reallocations.

10.8.3 Notwithstanding the provisions of this Article, RCW 64.34.268 governs the distribution of insurance proceeds if the property is terminated.

Article 11 Building and Land Use Restrictions

Section 11.1 Signs. The Board may regulate the placement and manner of signs in the PUD which are displayed to the public view in accordance with rules and regulations published to the Owners; provided that those rules are in compliance with RCW 64.38.034. Signs identifying the neighborhood and one sign of not more than five (5) square feet advertising a Lot for sale or rent are allowed in accordance with rules established by the Board.

Section 11.2 Nuisances. Nothing shall be done in the PUD which may become a nuisance or annoyance to other residents. No Owner shall permit anything to be done or kept in the PUD which would create excessive noise which disrupts the right of quiet enjoyment of the residents of the community.

Section 11.3 Business Activity. No trade, craft, business, profession, manufacturing, commercial enterprise or commercial activity of any kind which shall interfere with the quiet and peaceful use and enjoyment of any part of the PUD shall be conducted or carried within any building or any Unit located within the PUD. The business activity shall not increase the noise level in the surrounding area or increase traffic more than usual residential volumes.

Section 11.4 Firearms and Related Activity. No firearms, whether for hunting or target practice, shall be discharged in the PUD.

Section 11.5 Enforcement. Every Owner and all tenants, guests, pets, and employees of the Owner shall comply strictly with the Governing Documents. Owners are responsible for ensuring compliance by tenants, occupants, guests, invitees and pets. Failure to comply shall be grounds for enforcement action by the Board. In addition to other enforcement actions permitted by the Governing Documents or by law, the Board has the right to suspend voting rights of any Owner for a period during which any

Assessment against his/her Unit is delinquent by thirty (30) or more days. The Board may also remove the right to use any of the Common Elements from an Owner in an enforcement action of the Governing Documents.

ARTICLE 12 Architectural Control

Section 12.1 Architectural Control. The Board of Directors shall control the architectural standards of the community.

Section 12.2 Standards. The Board shall have the authority to determine and establish standards involving aesthetic consideration of harmony of construction, materials, color, and other design which it determines to be in the best interest of providing for attractive development and maintenance of the PUD. Such determinations may be amended and shall be binding on all Divisions, Units, and Owners.

12.2.1 Standards Defined. The Board shall establish standards and restrictions of construction, materials, colors, and other design that will be published and available to all Divisions, Units, and Occupants. The Board may alter these standards and any changes will be published within the PUD to all Owners in ten (10) days of issue.

Section 12.3 Submission of Plans. Prior to construction, repair, modification, or restoration of any portion of any property visible from the exterior of a building, all plans and specification or information required to be submitted to the Board for approvals shall be submitted to the Board in duplicate, shall be in writing, shall contain a written request for approval and the name and address of the person submitting the same and the Division (and Unit, if applicable) involved, and shall set forth the following with respect to a proposed structure or alteration: the location, the general design, the exterior finish materials and color (including roof materials), the landscape plan, and such other information as may be required to determine whether such structure conforms with these restrictions. The Board may require applicants to notify other Owners of their request for approval, so these Owners may comment.

Section 12.4 Approval or Disapproval. Within thirty (30) days after the receipt of plans and specifications or information with a request for approval, the Board shall by majority vote approve or disapprove the request. The Board may disapprove any request which in its opinion does not conform to its aesthetic restrictions, or other standards as published under Section 12.2. Approval or disapproval of a request shall be made upon one of the copies thereof and returned to the address shown on the request. If the Board fails to approve or disapprove submitted plans and specification within thirty (30) days after the plans and specifications have been submitted, which submission shall be evidenced by a written receipt, approval will not be required, and this Section will be deemed to have been fully complied with. In this event, any such plans and specifications must nevertheless be in compliance with all the restrictions contained in the Governing Documents. The Board may not approve changes to Units reserved to the Division Condominium Declarations.

Section 12.5 Advisors. The Board may appoint advisors from time to time to advise on matters pertaining to the standards of the PUD. No member of the Board or advisor shall be responsible for any defect in: any plan or specification submitted or approved; or any work done according to such plans and specifications.

Section 12.6 Variations. The Board shall have the authority to approve plans and specification which do not conform to the restrictions as established per Section 12.2 in order to overcome practical difficulties or prevent hardships in the application of these restrictions, provided that such variations so approved shall not be materially injurious to the PUD as a whole and shall not constitute a waiver of the restrictions herein contained but shall be in furtherance of the purposes and intent of these restrictions.

Section 12.7 Non-Compliance. Any Division or Owner that fails to comply with the process set forth in this Section shall be responsible for the costs to return the property to a condition that conforms to the standards set forth by the Board. The Board may hire its own contractors to return the property to the conforming matter at its own cost. If a Division is not in compliance, the Association may assess all Owners within that Division for the costs to return to compliance.

ARTICLE 13 Master Association

GAHOA as a Master Association may accept and be delegated any of the Divisions' authorities and powers. This includes management of the affairs of the Divisions, which may include (but is not limited to) enforcement, accounting, and management. GAHOA may accept or perform these duties of the Division at its discretion. GAHOA may not require a Division to delegate its authorities or powers to the GAHOA.

ARTICLE 14 Notice of All Form

All notices given under the provisions of this Declaration or the Bylaws or rules or regulations of the Association shall be in writing and may be delivered either personally, by Electronic Means, or by first-class mail. If delivery is made personally or by Electronic Means, it shall be deemed to have been delivered the day sent. If delivery is made by first-class mail, the notice shall be deemed to have been delivered on the third day of regular mail delivery after a copy has been deposited in the United States mail, first class, addressed to the Person entitled to such notice at the most recent address known to the Board. In all cases, notice to a Person entitled to notice of any meeting or action of the Board or of the Association shall be deemed properly and timely given if such Person is present at or represented at the meeting in question. Any address for notice purposes may be changed from time to time by notice given in accordance with this Section.

ARTICLE 15 Application and Enforcement

Section 15.1 Severability. In the event that any provision hereof shall be declared to be invalid by any court of competent jurisdiction, no other provision shall be affected, and the remaining provisions shall remain in full force and effect. No waiver of the breach of any provision hereof shall constitute a waiver of the same provision or of any other provision. No right of action shall accrue for or on account of the failure of any person to exercise any right hereunder nor for imposing any provision, condition, restriction or covenant which may be unenforceable.

Section 15.2 Enforcement. The parties in interest in and to any part of the PUD and the Association, for the benefit of the Owners of the PUD, and each of them shall have the right and authority to enforce the provisions hereof and in addition to any other remedy for damages or otherwise, shall have the right to injunctive relief. The prevailing party in any action to enforce any provision hereof shall recover a reasonable sum as attorney's fees together with the reasonable costs of searching and abstracting the public record which sums shall be paid by the unsuccessful party. In the event of violation of any portion of this Declaration or any other Governing Document, the Board may, after notice and opportunity to be heard, fine the violator per the established fine schedule.

ARTICLE 16 * Amendment

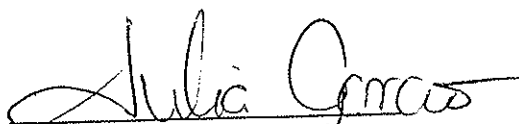
Section 16.1 Submission to a Vote by the Association. The Board by majority vote may propose amendments to this Declaration. Amendments shall be submitted in writing designating the amendment proposed. Such amendments shall be submitted to the Members of the Association for their consideration. Members shall be furnished with a copy of any amendment that will be voted upon.

Section 16.2 Consent for Amendments. Any Amendment of this Declaration shall require the approval of seventy-five percent (75%) of the Members of the Association. Except that an amendment to bind Parcel No. 605475-0220 the same as all other Units may be executed by that property Owner and the Board.

Section 16.3 Execution and Recording of Amendments. Amendments to the Declaration shall be prepared, executed, recorded and, if necessary, certified, on behalf of the Association by an Officer of the Association designated for that purpose or in the absence of designation, by the President of the Association.

THIS 24 day of Sept, 2015.

This Declaration shall be recorded with King County by Order of King County Superior Court Judge Julia L. Garratt.


Julia L. Garratt, Judge