

The full text of the amendment to Paragraphs 4.B(9) and 4.D(11) and Section 7 of the Declaration of Covenants, Conditions, Restrictions and Easements of Deer Park Divisions Number 1 & 2 adds the language which is underlined (as in “add me”) and removes language which is struck through and surrounded by double parenthesis (as in “~~((remove me))~~”) is as follows:

- 4.B(9) The removal of any significant tree(s) other than those necessary to clear for the building site on any lot is strictly prohibited unless approved by the ACC. If the Owner wishes to remove any significant tree(s), those tree(s) must be flagged and written permission to remove them must be obtained from the ACC prior to removal. Significant tree(s) that are dead, damaged, diseased or pose a safety hazard will be reviewed by the ACC on a case by case basis and will be excluded from this provision. In the event a significant tree(s) is removed without prior written permission from the ACC, an assessment of \$200.00 per tree will be assessed against the Owner, which assessment if not paid within thirty (30) days after said assessment is levied, the Association shall have all remedies for collection as provided in Section 7, Paragraphs ~~((H—J))~~ I, K, and L and Section 8. In addition, the Association shall have all remedies for enforcement as provided in Section 7, Paragraphs F, G and J and Section 8.
- 4.D(11) If any owner shall fail to maintain their Property (Landscape Areas) and/or the Residential Structure located thereon in the same condition as a reasonably prudent homeowner, the Association shall have the right to notify said Property owner in writing of the maintenance required and to perform the remedies for enforcement as provided in Section 7, Paragraphs F, G and J and Section 8. If the said Property (Landscape Areas) maintenance shall not be performed within ten (10) days or maintenance of the Residential Structure shall not be performed within thirty (30) days of the date the said notice is delivered to the non-performing Owner, the Association shall have the right to provide such maintenance, and to levy an assessment against the non-performing Owner and their Property for the cost of providing said maintenance. Said assessment shall constitute a lien against the Property owned by the non-performing Owner and may be collected in the same manner as any other monthly or special assessment and, if not paid within thirty (30) days after said assessment is levied, the Association shall have all remedies for collection as provided in Section 7, Paragraphs ~~((H—J))~~ I, K and L and Section 8.
7. ASSESSMENTS
- A. Lien for Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed or real estate contract therefor, whether or not it shall be so expressed in such deed or real

estate contract, is deemed to covenant and agree to pay to the Association

(1) Annual assessments or charges, ~~((and))~~

(2) Special assessments for improvements, and

(3) Assessments for violations of the terms, conditions and provisions of these Declarations other than violations related to late payment or non-payment of annual and/or special assessments (hereinafter referred to as "violation assessment(s)").

The annual ~~((and))~~, special, and violation assessments, together with interest, costs and reasonable attorneys'

fees, shall be a charge on the land and shall be a continuing lien upon the property against which each 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 the assessment became due. The personal obligation for delinquent assessment shall not pass to successors in title unless expressly assumed by such successors.

B. Purpose of Assessments. ~~((The))~~ All assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and for the improvement and maintenance of the Common Areas and Improvements. In an effort to further promote the protection, enjoyment and general welfare of the residents of the Properties, the violation assessments levied by the Association shall be used to prompt homeowners to follow the applicable terms, conditions and provisions of this Declaration.

C. Annual Assessments. The Board may fix an annual assessment for the operation and maintenance of the Association and for the purpose of providing revenues to fulfill the assessment purpose stated herein.

D. Special Assessments for Capital Improvements. 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 or reconstruction of a capital improvement upon the Common Areas and Improvements, including fixtures and personal property related thereto, provided that with respect to any new capital improvements such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for the purpose of considering a special assessment. Assessments with respect to the repair or maintenance of existing capital improvements shall be decided by the Board of Directors of the Association and shall not be subject to the two-thirds (2/3) ratification procedure discussed above. A special assessment applicable to one year only may provide for a payment schedule extending beyond that one year to allow the Association to finance any such capital expenditure.

E. Notice and Quorum for Special Assessment Meeting. Written notice of any meeting called for the purpose of making a special assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast 60% of all the votes of the Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

F. Violation Assessments. Any time that an Owner is found to be in violation of any of the terms of this Declaration, except those involving late- or non-payment of annual and/or special assessments, the Association shall have the right to enforce the Declaration by levying a violation assessment(s) as provided in Section 7(J) below.

((F))G. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis. Violation assessments will be fixed at a uniform rate per violation, and are applicable to all violations of this Declaration except those involving late- or non-payment of annual and/or special assessments. Violation assessments shall be collected under the terms outlined in Section 7(J) of this Declaration.

((G))H. Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Areas and Improvements to the Association. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified Lot had been paid. A properly executed certificate of the Association as to the status of the assessments on a Lot is binding upon the Association as of the date of its issuance.

((H))I. Effect of nonpayment of Assessments. Remedies. The Association shall notify any Owner whose assessment payment(s) are 30 or more days late. Such notification shall be in writing and shall state that such assessment payment is late and shall list the remedies to be implemented under this Section 7(I) and Section 8 of this Declaration. Any assessment not paid within thirty (30) days shall constitute a lien against the Lot(s) and after the due date shall be subject to a onetime late fee of \$25. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Lots. The corporation shall have the right to record with the County Recorder a notice of lien against the affected property and shall have all procedural and statutory rights available to it for purposes of foreclosing the

lien as a real property mortgage under RCW 61.12 as amended. No Owner may waive, or otherwise escape, liability for the assessment provided for herein by nonuse of the Common Areas and Improvements or by abandonment of his or her Lot or Lots.

J. Use of Violation Assessment. Remedies. The Association shall notify any Owner who is in violation of any terms of this Declaration other than late- or non-payment of annual and/or special assessments (hereinafter in this Section 7(J), the "non-performing Owner"). Such notification shall be in writing and shall state the nature of the violation, the requested remedy, the deadline for the non-performing Owner to remedy said violation, and the opportunity for appeal. Except as otherwise provided in this Declaration, the non-performing Owner must be given at least seven (7) days in which to appeal to the Board after said notification, and no less than ten (10) days to remedy a violation, but may be given more time at the discretion of the Board. The remedy period shall commence when the written notice is delivered to the non-performing Owner or, if an appeal is made, when the Board has delivered to the non-performing Owner a decision regarding the appeal. If the Association's requested remedy is not performed by the deadline, or if the violation is remedied but repeated within thirty (30) days of the original notification, the Association shall have the right to levy a onetime assessment of \$100 against the non-performing Owner and their Property, in addition to any other assessments stipulated elsewhere in this Declaration except for the \$25 late fee reserved for late- or non-payment of assessments. Additionally, the Association shall have the right to levy a daily assessment of \$15 against the non-performing Owner and their Property for each subsequent day of violation until the remedy has been performed. These violation assessments shall constitute a lien against the Property owned by the non-performing Owner. If any violation assessment is not paid within thirty (30) days after said assessment is levied and noticed in writing to the non-performing Owner, the Association shall have all remedies for enforcement and collection as provided in Section 7, Paragraphs I, K, and L and Section 8 of this Declaration. It is incumbent upon the non-performing Owner to notify the Association, in person, by phone, e-mail or other written correspondence, of the performance of any remedy on the date such remedy is performed.

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

~~((J))~~L. In the event any Owner shall be in arrears in the payment of the assessments due or shall be in default of the performance of any of the terms of the Articles, Bylaws, and Covenants of the Association, the rules or regulations adopted by the Association for a period of thirty (30) days, said Owner's right to vote

shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied. In addition, the Association shall have such other remedies against such delinquent Owners as may be provided in the Articles, Bylaws, or Covenants.