

Summerfield Homeowner's Association
PO Box 59744
Renton, Washington 98058

DECLARATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS
FOR
SUMMERFIELD

Article 1 DEFINITIONS

- 1.1 Words Defined. For the purposes of this Declaration and any amendments hereto, the following terms shall have the following meanings:
- 1.1.1 “Articles” shall mean the Articles of Incorporation of the Association defined below.
- 1.1.2 “Association” shall mean the SUMMERFIELD HOMEOWNER’S ASSOCIATION described in Article 7.
- 1.1.3 “Board” shall mean the board of directors of the Association.
- 1.1.4 “Bylaws” shall mean the bylaws of the Association.
- 1.1.5 “Committee” shall mean the Architectural Control Committee described in Article 4.
- 1.1.6 “Common areas” shall mean any area which is for the use of all residents and is the sole responsibility of the Summerfield Homeowners Association. This would include mailbox units, the front berm and fence (running the length of the development and bordering Maple Valley Highway), cul de sac islands, and street lights.
- 1.1.7 “Construction” and “Constructed” shall mean any construction, reconstruction, erection or alteration of an Improvement, except wholly interior alterations to a then existing building.
- 1.1.8 “Declaration” shall mean this Declaration of Covenants, Conditions, Restrictions, and Reservations, for Summerfield as it may from time to time amended.
- 1.1.9 “Entry” shall mean the two triangular shaped parcels of land, together with signs and landscaping located thereon, on either side of the entrance to Plat of Valley Faire I & Valley Faire III from S.E. Renton-Maple Valley Highway (SR 169).
- 1.1.10 “First Mortgage” and “First Mortgages” shall mean, respectively, (a) a recorded Mortgage on a Lot that has Legal priority over all other Mortgages thereon, and (b) the holder of a first mortgage.
- 1.1.11 “Improvement” shall mean any building, outbuilding, garage, carport, wall, fence, sign, and any other structure of any kind, and any landscaping, placed or to be placed on or about a Lot, including site work relate thereto.
- 1.1.12 “Landscape Berm Easement” shall mean the building setback, landscape berm and screening fence easement established by the Plat on the North side of the Property and contiguous to S.E. Renton-Maple Valley Highway (SR 169).
- 1.1.13 “Lot” shall mean a lot in the Plat of the Property.
- 1.1.14 “Managing Agent” shall mean the person designated by the board under Section 9.4.
- 1.1.15 “Mortgage” shall mean a recorded mortgage or deed of trust that creates a lien against a Lot and, except as otherwise herein set forth, shall also mean a real estate contract for the sale of a Lot.

- 1.1.16 "Mortgagee" shall mean the beneficial owner or the designee of the beneficial owner, of an encumbrance on a Lot created by a mortgage or deed of trust and shall also mean the vendor, or the designee of a vendor, of a real estate for the sale of a Lot.
- 1.1.17 "Owner" shall mean the record owner, whether one or more Persons, of fee simple title to any Lot, including the record vendee under a real estate contract relating to Lot, in the Property, but excluding those Persons having such interest merely as security for the performance of an obligation.
- 1.1.18 "Participating Builder" shall mean a person who acquires one or more Lots for the purpose of improving the same for resale to a future Owner(s).
- 1.1.19 "Perimeter Fences" shall mean the wooden fence which border the north boundary of the Plat.
- 1.1.20 "Person" shall mean an individual corporation, partnership, association, trustee, or other legal entity.
- 1.1.21 "Property" shall mean VALLEY FAIRE III & Valley Faire I addition to King County according to Plat (the "Plat") recorded as Instrument No. 8906200218, Volume 146 of Plats, Pages 22 through 28, records of King County, Washington.

1.2 Form of Words

The singular form of words shall include the plural and the plural shall include the singular. Masculine, feminine, and neuter pronouns shall be used interchangeably.

Article 2 SUBMISSION OF THE PROPERTY TO THIS DECLARATION

Owners, being all the owners of the Property, make this Declaration for the purpose of submitting the Property to this Declaration. Owners hereby declare that: (i) the Property shall be held, used, encumbered, transferred, sold, conveyed, leased and occupied subject to all of the terms, covenants, conditions, and restrictions, of the Declaration for a period of thirty (30) years from the date this Declaration is recorded; (ii) this Declaration shall run with the land and bind each Lot within the Property as the servient tenement for the benefit of each and all of the other lots in the Property as the dominant tenement; and (iii) this Declaration shall be burden and benefit to Owners, their successors, and assigns, and all Persons who own or acquire an interest in the Property or any part thereof, and their grantees, successors, heirs, executors, administrators, and assigns. Notwithstanding the foregoing, however, the term of this Declaration shall automatically extend for successive periods of ten (10) years unless an instrument terminating this declaration, executed and acknowledged by Owners who are entitled to vote a majority of the total votes of the membership is recorded.

Article 3 APPLICATION OF LAW

Notwithstanding anything herein set forth, any Improvement and the Construction of any Improvement shall comply with the more restrictive of either (i) the terms and conditions of this Declaration, or (ii) the laws, codes, ordinances and regulations of any governmental entity having jurisdiction.

Article 4 ARCHITECTURAL CONTROL

4.1 Submission of Plans

No exterior addition to or change or alteration of an Improvement shall be Constructed on any Lot until the plans and specifications (hereafter collectively referred to as the "Plans") showing the nature, kind, shape, height, materials and location have been submitted and approved by the Board. The Board may, in its discretion, appoint an Architectural Control Committee composed of three (3) or more members and delegate to that Committee its duties under this Article. The approval or disapproval of the Board, or its Committee, shall be in writing. In the event the Board, or its Committee, fails to approve or disapprove such Plans within thirty (30) days of submission, then the Plans shall be deemed approved as submitted.

4.2 Powers of the Committee

Subject to any specific requirement hereof, the Committee shall have authority to establish its operating rules and procedures. A majority of the Committee may designate one of its members as a representative to act for it. In the event of death or resignation of any member or members of the Committee, the remaining member or members shall have full authority to appoint a successor member or members. Members of the Committee shall not be entitled to any compensation for services performed pursuant to this Declaration.

4.3 Effect of Decision

The review and approval or disapproval by the Board, or the committee, of Plans on the basis of cost, aesthetic design, harmony with previously approved Improvements on or about other Lots in the Property, and location, shall be absolute and enforceable in any court of competent jurisdiction. In any judicial action to enforce the decision of the Board or the Committee, the losing party shall pay the prevailing party's attorney fees and costs including those incurred in connection with any appeal. The approval of any Plans by the Board, or the Committee, however, shall not constitute any warranty or representation whatsoever by the Board, or the Committee, or any of its members that such Plans were examined or approved for engineering or structural integrity or sufficiency, and each Owner hereby releases any and all claims or possible claims against the Board, or the Committee, or any of them and their heirs, successors and assigns, of any nature whatsoever, based upon engineering or structural integrity or sufficiency.

Article 5 EASEMENTS AND RESTRICTIONS ON USE OF LOTS

5.1 Easements

5.1.1 Easement areas for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat and over the front seven (7) feet and the side two and one half (2.5) feet of each Lot. Within these easement areas, no Improvement, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation, operation or maintenance of the utilities, or which may change the direction of flow of drainage channels in the easement.

- 5.1.2 A building setback, landscape berm and screening fence easement, which is contiguous to S.E. Renton-Maple Valley Highway (SR 169), is reserved. The Association shall be responsible for maintenance of this easement.
- 5.1.3 There shall be no direct vehicular ingress or egress to S.E. Renton-Maple Valley Highway (SR 169). Access to the Property is through the entrance to the Plat of Valley Faire I.
- 5.1.4 The Owner of each Lot shall maintain any easement area on or about his Lot and all improvements in, on or about the easement area, except for those improvements for which the Association, a public entity or utility company is responsible.
- 5.2 Use Restrictions
- 5.2.1 No Lot shall be used except for single family residential purposes. No building shall be constructed, altered, placed or permitted on any Lot other than one detached single-family residence not to exceed three stories in height with a private garage for not more than three cars, subject in any even to the provisions of Article 3 of this Declaration.
- 5.2.2 No part of any building shall be located on any Lot nearer than 20 feet from the front lot line, or nearer than 5 feet from any side street line. No part of any building shall be nearer than 5 feet from the rear lot line without the prior written approval of the Board, or the committee. For purposes of this Section 5.2.2, eaves, steps and open porches shall not be considered as part of a building. All roofs shall be constructed of wood or composite.
- 5.2.3 No lines or wires for transmission of electric current or for telephone or cable television, nor any pole, tower or other structure supporting outdoor overhead wires, nor any antenna, shall be placed or permitted to be placed on any part of the Property unless the same shall be underground or in conduit attached to a building.
- 5.2.4 No noxious or offensive activity shall be carried on upon any Lot, trail, or right-of-way on or about the Property nor shall anything be done thereon which may become an annoyance or nuisance to other Lot Owners.
- 5.2.5 No Improvement of a temporary nature, trailer, mobile home, basement, tent, shack, garage, barn, or any other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, except for a construction shack used by an Owner's construction contractor during the Construction period.
- 5.2.6 Any Improvement Constructed on any Lot in the Property shall be completed as to external appearance, including, finish painting, within nine (9) months from the commencement of Construction, except for Acts of God, in which case a longer period may be permitted.
- 5.2.7 No signs of any kind shall be visible from the exterior of any Improvements on a Lot except: (i) one sign of not more than five square feet advertising the Lot for sale or rent; or (ii) signs used by a builder to advertise a Lot for sale during the Construction period.
- 5.2.8 No animal, livestock or poultry of any kind shall be raised, bred or kept on any Lot or in any Improvement thereon except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purpose.

- 5.2.9 No Lot shall be used or maintained as a dumping ground for solid waste; no Owner shall keep solid waste on any Lot or any public right-of-way adjacent thereto except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- 5.2.10 No Lot shall be subdivided, but Lots may be joined. Joined Lots may subsequently be subdivided only into the Lots originally joined.
- 5.2.11 No boats, trailers, motor homes, travel trailers, disabled vehicles or other similar vehicles shall be parked or stored on any Lot in a position whereby said vehicle shall be visible either from the street or from adjacent Lots. The street shall not be used for overnight parking of any vehicle other than private family automobiles.
- 5.2.12 All fences shall be constructed of wood only and shall not exceed six (6) feet in height, provided that between the house line, front yard, and any street line, no fence shall exceed three and one-half (3.5) feet in height and shall be maintained in good repair.
- 5.2.13 No living, native evergreen plant shall be removed from the setback areas as listed in Section 5.2.2 of this Declaration except for the minimum clearing necessary for the installation of required driveways, trails, and utilities.
- 5.2.14 The exterior of any House on a Lot shall be constructed only by a duly licensed building contractor. Owners shall be permitted to complete interior finishing of any Improvement.
- 5.2.15 All driveways shall be constructed of brushed concrete or exposed aggregate concrete only and will be maintained in good repair.
- 5.2.16 Front yard and rear yard landscaping shall be installed within ninety (90) days of occupancy of any house on within ninety (90) days of closing if non-owner occupied, weather permitting. If landscaping is delayed by weather, it shall be completed within thirty (30) days of such time as weather would allow. Landscaping shall be maintained on each Lot in accordance with policies set forth by the Board.
- 5.2.17 Curtains, blinds or window shades shall be installed on all windows facing or visible from public roadways within thirty (30) days of occupancy. No newspapers, bed sheets or other makeshift window coverings will be visible from roadways on the Property.

Article 6 HOMEOWNERS ASSOCIATION

6.1 Form of Association

The Owners of Lots shall constitute the Homeowners Association. The Association is a nonprofit corporation formed under the laws of the State of Washington; provided, that, the rights and duties of the members and of the corporation shall continue to be governed by the provisions of the Declaration.

6.2 Qualification for Membership

Each Owner of a Lot shall be a member of the Association and shall be entitled to one membership for each Lot owned; provided that if a Lot has been sold on Contract, the contract purchaser shall exercise the rights of the Lot Owner for purposes of the Association, this Declaration, and the Bylaws, except as hereinafter limited, and shall be the voting representative unless otherwise specified. Ownership of a Lot shall be the sole qualification for membership in the Association.

6.3 Transfer of Membership

The Association membership of each Lot Owner shall be appurtenant to the Lot giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way except upon the transfer of title to the Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association to the new Owner.

6.4 Number of Votes

The total voting power of all Owners shall be one hundred twelve (112) votes and the total number of votes available to the Owner of any one Lot shall be one (1). If a Person owns more than one Lot, he shall have the votes appertaining to each Lot owned. If more than one person holds an interest in any Lot, 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.

6.5 Voting Representative

A Lot Owner may, by written notice to the Board, designate a voting representative for the Lot. The designated voting representative need not be an Owner. The designation may be revoked at any time by written notice to the Board from a Lot Owner or by actual notice to the Board of the death or judicially declared incompetence of any Lot Owner. This power of designation and revocation may be exercised by the guardian of a Lot Owner, and the administrator or executor of an Owner's estate. If no designation has been made, the voting representative of each Lot shall be the group composed of all of its Owners. If a Lot is owned by a husband and wife and if only one of them is at a meeting, the one who is present will represent the marital community.

6.6 Joint Owner Disputes

The vote for a Lot must be cast as a single vote, and fractional votes shall not be allowed. If joint Owners are unable to agree among themselves how their vote shall be cast, they shall lose their right to vote on the matter in question.

6.7 Annual and Special Meetings

There shall be an annual meeting of the members of the Association in the first half of each fiscal year and such reasonable place and time as may be designated by written notice from the Board given to the Owners no less than 10 days before the meeting. Special meetings of the members of the Association may be called at any time, in the manner provided in the Bylaws, for the purpose of considering matters which require the approval of all or some of the Owners, or for any other reasonable purpose. Any First Mortgagee of a Lot may attend or designate a representative to attend any meeting of the Association.

6.8 Audits

An audit is only required every 3 years for the preceding 3 years if a professional accountant that is a Non-Association member is responsible for performing the Association's accounting services. Otherwise, at the annual meeting there shall be presented an Audit, prepared within 90 days following the end of the preceding fiscal year by a certified or licensed public accountant who is not a member to the Board or a Lot Owner, of Association expenses, itemizing receipts and disbursements for such fiscal year and the allocation thereof to each Owner, and a presentation of the estimated expenses for the current calendar year.

The Board at any time, or Persons having thirty-five percent (35%) of the total votes of the Association, may require that an audit of the Association and management books be presented at any special meeting. A Lot Owner, at his expense, may at any reasonable time conduct an audit of the books of the Board and Association.

6.9 Books and Records

The Board shall cause to be kept complete, detailed and accurate books and records of the receipts and expenditures of the Association, in a form that complies with generally accepted accounting principles. The books and records, authorization for payment of expenditures, and all contracts, documents, papers, and other records of the Association shall be available for examination by the Lot Owners, Lot Mortgagees, and the agents or attorneys of either of them, during normal business hours and at any other reasonable time or times.

6.10 Articles and Bylaws

The Articles may be amended by an affirmative majority vote of Owners holding Thirty-five percent (35%) of the total votes of the Association and the Bylaws may be amended by the affirmative vote of Owners holding thirty-five percent (35%) of the total votes of the Association.

Article 7 NOTICES FOR ALL PURPOSES

7.1 Forms and Delivery of Notice

All notices given under the provisions of this Declaration or the Bylaws or ruled or regulations of the Association shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, the notice shall be deemed to have been delivered when deposited in the United States mail, first class, postage prepaid, addressed to the Person entitled to such notice. Notice to the Owner of any Lot shall be sufficient if mailed to the Lot Address if no other mailing address has been given to the Board, president or secretary of the Association.

7.2 Notices to Mortgagees

Any Mortgagee of a Lot may file with the secretary of the Association a written request that it be given copies of notices. Until such time thereafter as the Mortgagee withdraws the request and satisfies the Mortgage of record, the Board shall send to the requesting Mortgagee a copy of (1) all notices of meetings of the Association; (2) all other notices sent to the Owner of the Lot covered by the Mortgage; (3) audited financial statements prepared pursuant to Section 6.9; (4) prompt notice of any default in a Lot Owner's obligations under this Declaration, or its rules and regulations, that is not cured within 30 days of the date of default.

Article 8 AUTHORITY OF THE BOARD

8.1 Adoption of Rules and Regulations. The Board is empowered to adopt, amend and revoke on behalf of the Association detailed administrative rules and regulations necessary or convenient from time to time to insure compliance with the general guidelines of this Declaration. The rules and regulations of the Association shall be binding upon all Lot Owners and occupants and all other Persons claiming any interest in a Lot.

8.2 Goods and Services

The Board shall acquire and pay for as common expenses of the Lot Owners all goods and services reasonably necessary or convenient for the maintenance of the common areas. The goods and services shall include (by way of illustration and not limitation) policies of insurance and fidelity bonds, legal and accounting services; maintenance, repair, landscaping, gardening, and general upkeep of common areas and all supplies, materials, fixtures, and equipment that are in the Board's judgment necessary or desirable for the maintenance of the common areas. The Board may hire such full-time or part-time employees as it considers necessary. Members of the Board shall be entitled to pay only ½ of annual dues for each of the service year performed.

8.3 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 of the common areas 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 Board can approve an annual budget or a supplemental budget, and only the Board can impose a special assessment on a Lot or authorize foreclosure of an assessment lien. Any contract with a Managing Agent shall have a term no longer than one 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 30 days written notice or without cause on not more than 90 days written notice.

8.4 Protection of Property

The Board may spend such funds and take such action as it may from time to time deem necessary to repair and maintain the common areas, settle claims, or otherwise act in what it considers to be the interests of the Lot Owners or the Association, provided that the Board shall have no authority to acquire and pay for out of the maintenance funds, capital additions and improvements (other than for purposes of restoring, repairing or replacing portions of the Perimeter Fences) having a total cost in excess of Five Thousand Dollars (\$5,000), without first obtaining the affirmative vote of 35% or 40 total votes of the Association membership present or represented at a meeting called for such purpose, or if no such meeting is held, then the written consent of Owners having a majority of the votes of the total votes of the Association membership.

8.5 Other Board Powers

The Board may, form common funds of the Association, acquire and hold in the name of the Association, for the benefit of the Lot Owners, tangible and intangible personal property and real property and interests therein, and may dispose of the same by sale or otherwise; and the beneficial interest in such Property shall be owned by the Owners in the same proportion as their respective interests in the Association, and such property shall thereafter be held, sold, Leased, rented, mortgaged or otherwise dealt with for the benefit of the common fund of the Association as the Board may direct. The Board shall not, however, in any case acquire by lease or purchase real or personal property valued in excess of Ten Thousand Dollars (\$10,000) except upon a majority vote of the Lot Owners, in the manner specified in Section 8.4. Nothing in this Section is intended to otherwise limit the powers of the Board otherwise set forth in the Declaration.

8.6 Power of Attorney

Each Lot Owner by the mere act of becoming a Lot Owner or contract purchaser of a Lot, shall irrevocably appoint the Association as his attorney-in-fact, with full power of substitution, to take such action as is reasonably necessary to promptly perform the rights and duties of the Association and board hereunder, including, without limitation, the duties to maintain, repair and improve the common areas. The power of attorney so created shall be coupled with an interest and there shall be no necessity of a further writing to accomplish or confirm the creation hereof.

Article 9 COVENANT FOR MAINTENANCE ASSESSMENT

9.1 Creation on Lien

Each Owner of any Lot, by executing this Declaration, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be charged on the Lots and shall be a continuing lien upon the Lot against which each such assessment is made from the date of assessment became.

9.2 Purpose of Annual Assessments

The annual assessments levied by the Association shall be used for the maintenance and repair of the common areas, for the payment of charges for street lighting, for operating expenses of the Association, and for such other purposes as the Board shall find to be beneficial to the Property and the Association.

9.3 Special Assessments

In addition to the annual assessment 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 costs of repair or replacement of the common areas; provided that any such assessment shall have the assent of the Owners holding two-thirds (2/3) of the votes of the Association present or represented at a meeting called for such purpose.

9.4 Preparation of Budget

Within thirty (30) days prior to the beginning of each calendar year, the Board shall estimate the expenditures to be made during such year; shall make provision for creating, funding and maintaining reasonable reserves for contingencies and operations, as well as for payment of street lighting charges and for maintenance of the common areas; and shall take into account any expected income and any surplus available from the prior year's operating fund. The initial Board may at any suitable time establish the first such estimate. If the sum estimated and budgeted at any time proves inadequate for any reason (including non-payment for any reason of any Owner's assessment), the Board may at any time levy a further assessment which shall be assessed at a uniform rate against all Lots.

9.5 Periodic Assessments

9.5.1 Rate of Assessments

The sums required by the Association for common expenses as reflected by the annual budget and any supplemental budgets shall be paid annually and shall be assessed at a uniform rate against each Lot and its Owner.

9.5.2 Notice of Assessment

The Board shall notify each Lot Owner in writing of the amount of the annual assessment to be paid for his Lot and shall furnish copies of each budget on which the assessments are based to all Lot Owners and, if so requested, to their respective Mortgagees.

9.6 Payment of Assessments

The First annual assessment shall be assessed for the number of months remaining in the calendar year after the first annual meeting of the Association and shall be payable no later than thirty (30) days after the first annual meeting. Except for the first annual assessment, on or before the first day of each calendar year each Lot Owner shall pay or cause to be paid to the treasurer of the Association the assessment against his Lot for that year. Any assessment not paid by the first day of the calendar year for which it is due shall be delinquent and subject to interest charges and collection procedures as provided in Article 10.

9.7 Proceeds Belong to Association.

All assessments and other receipts received by Association on behalf of the Property shall belong to the Association.

9.8 Failure to Assess

Any failure by the Board or the Association to make the budget and assessments hereunder before the expiration of any year for the ensuing year shall not be deemed a waiver or modification in any respect of the provisions of this declaration, or a release of the Owners from the obligation to pay assessments during that or any subsequent year, and the annual assessments amount established for the preceding year shall continue until a new assessment is established.

9.9 Certificate of Unpaid assessment

Upon the request of any Owner or Mortgagee of a Lot, the Board will furnish a certificate in recordable form stating the amount, if any, of unpaid assessments charged to the Lot. The certificate shall be conclusive upon the Board and the association as the amount of such indebtedness on the date of the certificate in favor of all purchasers and Mortgagees of the Lot who rely on the certificate in good faith. The Board may establish a reasonable fee to be charged to reimburse it for the cost of preparing the certificate.

9.10 More Frequent Collection of Assessments

Notwithstanding anything set forth in this Declaration, the Board may in its discretion, elect to collect the annual assessment otherwise provided for herein in monthly, quarterly or semi-annual installments, as it sees fit from time to time, and upon such election, any reference in this Declaration to "annual" assessments shall mean the period selected by the Board.

Article 10 COLLECTION OF ASSESSMENTS

10.1 Priority

The lien for unpaid assessments shall be subordinate to tax liens on the Lot in favor of any assessing unit and/or special district, and to all sums unpaid on all mortgages of record, but, to the extent permitted by applicable law, shall have priority over all other liens against the Lot. A First Mortgagee of a Lot that obtains possession through a mortgage foreclosure or deed of trust sale, or by taking a deed in lieu of foreclosure, or a purchaser at a foreclosure sale, shall take the Lot Free of any claims for the share of common expenses or assessments by the Association chargeable to the Lot which became due before such possession, but will be liable for the common expenses and assessments that accrue after the taking of possession. The Lot's past-due share of common expenses or assessments shall become now common expenses chargeable to all of the Lot Owners, including the mortgagee or foreclosure sale purchaser and their successors and assigns, to assess against each Lot at a uniform rate. For purposes of this Section, "Mortgage" does not include a real estate contract and "Mortgagee" does not include the vendor or the assignee or designee of a vendor of a real estate contract.

10.2 Lien May Be Foreclosed.

The lien for delinquent assessment may be foreclosed by suit by the Board, acting on behalf of the Association, in like manner as the foreclosure of a mortgage of real property. The Board, acting on behalf of the Association, shall have the power to bid in the Lot at the foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same.

10.3 Assessments Are Personal Obligations

In addition to constituting a lien on the Lot and all its appurtenances, all sums assessed by Association chargeable to any Lot, together with interest costs and reasonable attorney's fees, shall be the joint and several personal obligations of the Owner of the Lot at the time the assessment is made. An Owner's personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Suit to recover personal judgment for any delinquent assessments shall be maintainable without foreclosing or waiving the liens securing them.

10.4 Interest on Delinquent Assessments

The Board may from time to time establish the rate of interest to be charged on assessments that may become delinquent. In the absence of another established, nonusurious rate, delinquent assessments shall bear interest at the rate of twelve percent (12%) per annum.

10.5 Recovery of Attorneys Fees and Costs

In any action to collect delinquent assessments brought by the Board on behalf of the Association, the plaintiff shall be entitled to recover as a part of its judgment as reasonable sum for attorney's fees and all costs and expenses reasonably incurred in preparing for and prosecuting the action, in addition to taxable costs permitted by law.

10.6 Remedies cumulative

The remedies provided herein are cumulative and the Board may pursue them, and any other remedies which may be available under law although not expressed herein, either concurrently or in any order.

10.7 Security Deposit

A Lot Owner who had been delinquent in paying the annual assessment for more than sixty (60) days, or if the assessments are to be paid monthly for three of the five preceding months, may be required by the Board, from time to time, to make and maintain a security deposit in such amount as the Board may determine. This deposit may be collected and subject to the penalties for nonpayment as are the other assessments. The deposit shall be credited to the Owner separately and may be resorted to at any time when such Owner is thirty (30) days or more delinquent in paying the annual assessment, or ten days or more delinquent if the assessments are to be paid monthly.

Article 11 LIMITATION OF LIABILITY AND INDEMNIFICATION

11.1 No Personal Liability

So long as a Board member, or Association committee member, or Association officer, or the Managing Agent has acted in good faith, without willful or intentional misconduct, upon the basis of such information as is then possessed by such Person, then no such Person shall be personally liable to any Lot 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, such act omission, error, or negligence are covered by insurance obtained by the Board.

11.2 Indemnification

Each Board member and Association committee member and Association officer, and the Managing Agent, shall be indemnified by the Association to extent permitted by law, against all expenses and liabilities, including attorneys fees, reasonably incurred by or imposed in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of holding or having held such a 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 is adjudged guilty of willful misfeasance in the performance of his 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 12 ENFORCEMENT

12.1 Right of Action

The Board, Association or any Owner shall have the right to enforce by any proceeding at law or in equity, including the right to injunctive relief, any term or provision of this Declaration. In any action for damages or to enforce any provision of this Declaration the losing party shall pay the prevailing party's attorney's fees and costs including those incurred in connection with any appeal.

12.2 Failure to Enforce Not a Waiver

The failure by the Board, Association or any Owner in any instance to insist upon the strict compliance with any covenant or provision of this Declaration of the Bylaws or rules and regulations of the Association, 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 relinquishment for the future of any term, covenant, condition or restriction, The receipt by the Board of payment of any assessment from an Owner with knowledge of any breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing and signed by the Board.

Article 13 AMENDMENTS OF DECLARATION

Any Lot Owner may propose amendments to this Declaration to the Board. A majority of the members of the Board may cause a proposed amendment to be submitted to the members of the Association for their consideration. If an amendment is proposed by Owners of twenty percent (20%) or more of the Lots in the Property, then irrespective of whether the Board concurs in the proposed amendment, it shall be submitted to the members of the Association for their consideration at their next regular or special meeting for which timely notice may be given. Notice of a meeting at which an amendment is to be considered shall include the text of the proposed amendment. Amendments may be adopted at a meeting of the Association or by written consent of the requisite number of persons entitled to vote, after notice has been given to all persons entitled to receive notice of a meeting of the Association. The unanimous consent of all Lot Owners shall be required for adoption of an amendment of this Article 15. All other amendments shall be adopted if approved by Owners of sixty percent (60%) of the Lots. Once an amendment has been adopted by the Association, the amendment will become effective when a certificate of the amendment, executed by two officers of the Association, had been recorded in the public records.

Article 14 SEVERABILITY

The provision of the Declaration shall be independent and severable, and the invalidity or unenforceability of any one provision shall not affect the enforceability of any other provision. The Declaration shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Article 15 MERGER

Upon an affirmative vote of Owners holding seventy-five percent (75%) of the votes of the membership, the Association may merger with another nonprofit corporation.

Article 16 CONFLICTS

In the event of any conflict or inconsistency between this Declaration and the Articles and/or the Bylaws the provisions of the Declaration shall prevail.

Article 17 EFFECTIVE DATE

The foregoing declarations contained in these Covenants, Conditions and Restrictions shall run with the land described in said declaration, including but not limited to all the lots within the properties now or hereafter subject to the Covenants, Conditions and Restrictions within the community of Summerfield, and shall be binding on all parties who are or shall become the owner of any of said lots and shall become binding on filing with the State of Washington.