

AFTER RECORDING, RETURN TO:

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**AMENDED AND SECOND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE
VILLAGES OF GARRISON CREEK**

Grantor: The Villages of Garrison Creek Homeowners Association,
also known as the Villages of Garrison Creek

Grantee: The Villages of Garrison Creek Homeowners Association,
a Washington nonprofit corporation

Abbreviated Legal Description: Phase I, II, and V through X of The Villages at Garrison
Creek Planned Unit Developments and Ptn Lot D of Short
Plat recorded in Volume 2 of Short Plats at page 163, Walla
Walla County, Washington.

Full legal description on **Exhibit "A"**

Assessor's Property Tax Parcel

Account Number: *35-07-36-79-0001 through 35-07-36-79-0019*
35-07-36-82-0001 through 35-07-36-82-0024
35-07-36-92-0001 through 35-07-36-92-0027
35-07-36-96-0001 through 35-07-36-96-0047
35-07-36-88-0001 through 35-07-36-88-0045
35-07-36-04-0001 through 35-07-36-04-0031
35-07-36-68-0001 through 35-07-36-68-0039
35-07-36-49-0001 through 35-07-36-49-0019

**AMENDED AND SECOND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
THE VILLAGES OF GARRISON CREEK HOMEOWNERS ASSOCIATION**

THIS AMENDED AND SECOND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS of the Villages of Garrison Creek Homeowners Association (“Second Restated Declaration”) is made on the date set forth below by the Villages of Garrison Creek Homeowners Association, a Washington nonprofit corporation (“**Association**”) for the purpose of creating and recording covenants, conditions, and restrictions that run with the land to protect the value and desirability of the real property including the improvements constructed thereon legally described in the attached **Exhibit “A” (“Property”)**.

RECITALS

- A. The Association or Unit Owner Association is organized to administer the Common Interest (defined below), which is comprised of the Property subject to the following declarations of covenants, conditions, and restrictions, which are hereby amended;
- B. The Association has no further property subject to development and contains 240 Units;
- C. The Property subject to this Second Restated Declaration is located in Walla Walla County, Washington;
- D. This Second Restated Declaration is a Second Restatement of the Declaration of Covenants, Conditions, and Restrictions for the Villages of Garrison Creek. The original Declaration of Restrictive Covenants of the Villages of Garrison Creek was recorded in Walla Walla County, Washington under Auditor’s File No. 9612061 in Volume 246 at Page 2209. The Restated Declaration of Covenants, Conditions, and Restrictions of the Villages of Garrison Creek superseded the original Declaration of Restrictive Covenants of the Villages of Garrison Creek and was recorded in Walla Walla County, Washington under Auditor’s File No. 2002-10482, on September 18, 2002. The First Amendment to the Restated Declaration of Covenants, Conditions, and Restrictions of the Villages of Garrison Creek was recorded in Walla Walla County, Washington under Auditor’s File No. 2018-07438, on September 7, 2018. The Second Amendment to the Restated Declaration of Covenants, Conditions, and Restrictions of the Villages of Garrison Creek was recorded in Walla Walla County, Washington under Auditor’s File No. 2018-07737, on September 18, 2018, and then Re-Recorded in Walla Walla County, Washington under Auditor’s File No. 2018-07974 to Make Corrections to Pages 1 through 8 of said agreement on September 25, 2018. Additionally, the Restated Declaration of Covenants, Conditions, and Restrictions of the Villages of Garrison Creek was further amended by the recording of a Waiver of Declarant Rights recorded under Auditor’s File No. 2018-07741, dated September 18, 2018. Pursuant to said Waiver of Declarant Rights, the Declarant under the Restated Declaration of Covenants, Conditions, and Restrictions of the Villages of Garrison Creek and all amendments thereto permanently waived all rights,

powers, and privileges of Declarant under the Covenants, Articles and Bylaws of the Association, except those of a non-Declarant owner;

- E. This Second Restated Declaration supersedes and replaces the Restated Declaration of Covenants, Conditions, and Restrictions of the Villages of Garrison Creek and all amendments thereto for all purposes, except that the Waiver of Declarant Rights remains in effect, to the extent it does not conflict with this Second Restated Declaration;
- F. This Second Restated Declaration has been further approved pursuant to Section 11 of the Restated Declaration of Covenants, Conditions, and Restrictions of The Villages of Garrison Creek, as modified by the Waiver of Declarant Rights recorded under Auditor's File No. 2018-07741, dated September 18, 2018 Accordingly, this Second Restated Declaration was approved by a majority of the Board of Directors of the Association, and approved by the affirmative vote of two-thirds (2/3) of all votes in the Association, after actual notice to each Unit Owner of the amendment in written form.
- H. The following agreements remain in full force and effect together with this Second Restated Declaration:
 - 1. Auditor's File No. 2018-07739 dated September 18, 2018 as "Reciprocal Easement Agreement for Use of Common Areas".
 - 2. Auditor's File No. 2018-07740 dated September 18, 2018 as "Road Easement and Maintenance Agreement".
 - 3. Auditor's File No. 2018-7738 dated September 18, 2018 as "MEMORANDUM OF LAND USE STANDARDS".
 - 4. Auditor's File No. 2016-01762 dated January 13, 2016 as "Covenant for Front Yard Landscaping".

NOW, THEREFORE, all recitals set forth above are fully incorporated herein by reference. The Association by and through this Second Restated Declaration subjects the Property defined below as the Community, including the improvements constructed or to be constructed thereon, as hereby subject to the provisions of the Act (defined below) and this Second Restated Declaration. Such Property shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens, hereinafter set forth, which are for the purpose of protecting the value and desirability of the Property, and which shall run with the title to, the Property hereby or hereafter made subject hereto, and shall be binding on all persons having any right, title, or interest in all or any portion of the Property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

ARTICLE 1.
Definitions

1.1 Words Defined. The following words, when used in this Second Restated Declaration, any Supplementary Declaration, or any Governing Documents shall have the following meanings (unless the context shall prohibit):

1.1.1 “**Act**” shall mean the Washington Homeowners’ Association Act, Chapter 64.38 RCW or as later amended including provisions required by the Washington Uniform Common Interest Ownership Act, Chapter 64.90 RCW.

1.1.2 “**Assessment**” or “**Dues**” shall mean all sums chargeable by the Association against a Unit, including any assessments levied, fees or fines levied or imposed by the Association pursuant to the Governing Documents of the Association, interest, late charges on any delinquent account, and all costs of collection incurred by the Association in connection with the collection of a delinquent Owner’s account, including attorney fees.

1.1.3 "**Association**" shall mean The Villages of Garrison Creek Homeowners Association, a Washington nonprofit corporation, its successors and assigns, organized to create or administer a homeowners’ association or a common interest community.

1.1.4 "**Board of Directors**" or "**Board**" of the Association shall be the appointed or elected body, as applicable, having its normal meaning under Washington law.

1.1.5 "**Bylaws**" shall refer to the Bylaws of The Villages of Garrison Creek Homeowners Association.

1.1.6 "**Common Areas**" shall mean any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon as designated on the Plat (as defined below) or as otherwise conveyed to the Association for the common use and enjoyment of the Owners, including roads, streets, alleys in all Phases or Villages (defined below).

1.1.7 “**Common Easement Areas**” shall mean those easements, to include public utility and drainage easements, established for the benefit of Units within the Association pursuant to this Second Restated Declaration.

1.1.8 "**Common Expenses**" mean all expenses of the Association including allocations to reserves.

1.1.9 "**Common Expense Liability**" shall mean the liability for Common Expenses allocated equally to each Unit (defined below).

1.1.10 "**Community**" shall mean and refer to that certain real property and interest therein defined as the Property and legally described in **Exhibit “A”**, and such additions thereto as may be made.

1.1.11 “Covenants” or “Declaration” or “CCRs” shall mean this Second Restated Declaration.

1.1.12 "Declarant" shall mean and refer to Walla Walla Valley Development, LLC, a Washington limited liability company and Phase Five Development, LLC, a Washington limited liability company. Declarant is a former Declarant pursuant to the Waiver of Declarant Rights recorded under Auditor’s File No. 2018-07741, dated September 18, 2018. By and through the Waiver of Declarant Rights, the Declarant permanently waived all rights, powers, and privileges of Declarant except those of a non-Declarant Owner.

1.1.13 “Fees and Fines Schedule” shall mean a document approved by the Board denoting fees, fines, and interest rates for specific services or violation of these Covenants and other Governing Documents.

1.1.14 “Front Yard” shall mean the area between the predominant wall plane of the Unit toward any street and including any side yard adjoining the street and includes any portion of the street right of way.

1.1.15 "Governing Documents" shall mean and refer to this Second Restated Declaration, the Articles of Incorporation, Bylaws of the Association, and rules and regulations of the Community adopted by the Board, all of which may be amended from time to time.

1.1.16 “Improvement” shall be every structure of any kind, including but not limited to a fence, wall, driveway, storage shelter, landscaping or other product of construction efforts on or in respect to the Property

1.1.17 “Land Use Standards” or “Villages Community Standards” or “VCS” shall be the standards and guidelines approved by the Board governing aesthetic and harmonious appearance and behaviors of the Community.

1.1.18 "Lot" shall mean any plot of land within the Community, whether or not Improvements are constructed thereon, which constitutes or will constitute, after the construction of Improvements, a residential dwelling site as shown on a plat recorded in the records of Walla Walla County.

1.1.19 "Map" or "Plat" shall be the recorded plat(s) for the Community described herein and incorporated hereto by reference in **Exhibit “B”**.

1.1.20 “Mortgage” shall mean any mortgage, deed of trust, and any and all other similar instruments used for the purpose of encumbering real property in the Community as security for the payment or satisfaction of an obligation. A **“First Mortgage”** shall mean a Mortgage having first lien priority over any other Mortgages.

1.1.21 "Mortgagee" shall mean the holder of a Mortgage (lender).

1.1.22 "Occupant" shall mean any Person occupying all or any portion of a Single Family Home or other property located within the Community for any period of time, regardless of whether such Person is a tenant or the Owner of such property.

1.1.23 "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot located within the Community, excluding, however, any Person holding such interest merely as security for the payment or satisfaction of an obligation.

1.1.24 "Person" shall mean any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.

1.1.25 "Phase" or "Village" shall mean one of the Villages (Phase I, II, V, VI, VII, VIII, IX and X) developed as separate subdivisions.

1.1.26 "Security Interest" shall mean an interest in real estate or personal property, created by contract or conveyance that secures payment or performance of an obligation. Security Interest includes a lien created by a mortgage, deed of trust, real estate contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an association, and any other consensual lien or title retention contract intended as security for an obligation.

1.1.27 "Single Family" shall mean a single housekeeping unit, without regard to the construction type or ownership of such unit, which includes not more than four (4) adults who are legally unrelated.

1.1.28 "Single Family Home" or "Home" shall mean a home which is constructed on a Lot in accordance with this Declaration for occupancy by a Single Family.

1.1.29 "Supplementary Declaration" shall mean an amendment or supplement to this Second Restated Declaration that subjects additional property to this Second Restated Declaration or that imposes, expressly or by reference, additional or modified restrictions and obligations on the land described therein.

1.1.30 "Total Association Votes" shall mean all of the votes attributable to members of the Association.

1.1.31 "Vehicles" shall mean automobiles, vans, campers, fifth wheel trailers, trucks, buses, motor homes, mobile homes, boats, jet skis, trailers, portable aircraft, motorcycles, snowmobiles, mini-bikes, scooters, go-carts, dune buggies and any other towed or self-propelled transportation type vehicle. **"Passenger Vehicles"** shall mean passenger automobiles, vans, small trucks, motorcycles, and similar type Vehicles used regularly and primarily as transportation for the Occupants of the Lot. Vehicles used for commercial and recreational purposes are not considered Passenger Vehicles. **"Parking Areas"** shall mean garage parking spaces and driveway areas in front of garages.

1.1.32 "Villages Review Committee" or "VRC" shall be the committee appointed by the Board pursuant to Villages Review Committee in Article 3.

1.1.33 "Unit" has the same meaning as "Lot" and the boundaries of a Unit are the same as the boundaries of a Lot as shown on the Map and described in this Second Restated

Declaration. It is the physical portion of the Property designated for separate ownership or occupancy.

ARTICLE 2.
PROPERTY SUBJECT TO THIS DECLARATION

2.1 Property included in the Community. This Declaration binds the Property described on the attached **Exhibit “A”** that is comprised of all the Lots and Common Areas. All such real property shall be subject to the covenants and restrictions hereafter set forth and the Lots shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Declaration.

2.2 Boundaries of the Units. The boundaries of the Units are the same as the boundaries of the Lots. The side boundaries are vertical planes passing through those boundaries shown on the recorded Plat(s) and the top and bottom are the limits of fee ownership. The designation for each Unit and Lot are shown on the Plat(s).

2.3 Villages.

2.3.1 General Plan. The Property described in **Exhibit “A”** and known as the Villages or Phases are Single Family residential Units and Common Areas established over a number of years.

2.3.2 Governance of Villages. It is acknowledged that the individual Villages shall abide by this Declaration, but that the individual Villages may require some different governance, rules, and regulations. The members of each Village as stated below or as later determined by the Association in accordance with the Bylaws shall have the right to separately govern the issues that solely relate to their Units within their Village by establishing rules and regulations for the administration of those Units within their Village, provided that such rules and regulations are not inconsistent with this Declaration and the current Bylaws. If a conflict exists between a document created to govern an individual Village and this Declaration, then this Declaration shall prevail.

2.3.3 Village. The individual Villages are identified as the following subdivisions in Walla Walla County:

- 2.3.3.1** Phase I as VGSNAM containing 19 Units
- 2.3.3.2** Phase II as VGRSN2 containing 24 Units
- 2.3.3.3** Phase V as VGRSN5 containing 27 Units
- 2.3.3.4** Phase VI as VGRSN6 containing 39 Units
- 2.3.3.5** Phase VII as VGRSN7 containing 42 Units
- 2.3.3.6** Phase VIII as VGRSN8 containing 31 Units
- 2.3.3.7** Phase IX as VILG09 containing 39 Units
- 2.3.3.8** Phase X as VILG10 containing 19 Units

2.4 Declarant Rights. The Property is no longer subject to Declarant development. The Declarant permanently and irrevocably waived all of its rights, power, and privileges through execution of the Waiver of Declarant Rights recorded in Walla Walla County

Washington under Auditor's File No. 2018-07741 on September 18, 2018. All power to maintain the Community's Common Elements, to grant easements over Common Areas, and to approve the design and aesthetic standards for Lots is vested with the Association.

ARTICLE 3. ASSOCIATION

3.1 Description of Association. The Association is a nonprofit corporation organized under the laws of the State of Washington. The rights and duties of the members of such corporation shall be governed by the provisions of this Declaration. The Association shall be charged with the duties and vested with the powers prescribed by law and as set forth in this Declaration and Governing Documents.

3.2 Association Membership. Every Owner of a fee interest in any Lot that is subject to this Declaration shall be deemed to have a membership in the Association and membership in the Association shall consist exclusively of such Owners. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a Security Interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member, but in no event shall more than one (1) vote be cast nor office held for each Lot owned.

3.2.1 Powers and Duties of Association. The Association shall have the following powers and duties.

3.2.1.1 The powers, duties, and obligations granted to the Association by this Declaration.

3.2.1.2 The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Washington

3.2.1.3 All powers and duties authorized for a homeowners' association or a common interest community by the laws of the State of Washington, including but not limited to: adopting organizational documents or Governing Documents; adopting budgets; imposing Assessments for Common Expenses; fees, fines, and Special Assessments; preparing financial statements; maintaining Association funds; collecting and maintaining Reserve Funds; contracting for services for Common Areas and for management of the Association; issuing fees and fines; and enforcing these Covenants, including lien rights.

3.2.1.4 In the event any Owner constructs or permits to be constructed on their Lot an Improvement contrary to the provisions of this Declaration, or such Owner shall violate any provisions of these Covenants, the Bylaws of the Association, or the rules and regulations, then the Association acting through the Board shall notify the Owner in writing of any such specific violations. If the Owner is unable, unwilling, or refuses to comply with the Association's specific directives for remedy or abatement, or the Owner and the Association cannot agree to a mutually acceptable solution within the framework and intent of this

Declaration then the Association acting through its Board, shall have the right to do any or all of the following:

(i) Assess reasonable fines against such Owner. Fines shall constitute Individual Assessments for purposes of this Declaration;

(ii) Enter the offending Lot and remove the cause of such violation, or alter, repair or change the item which is in violation of this Declaration in such a manner as to make it conform thereto, in which case the Association may assess such Owner for the entire cost of the work done, which amount shall be payable to the Association as an Individual Assessment, provided that no items of construction shall be altered or demolished in the absence of judicial proceedings;

(iii) Cause any Vehicle parked in violation of this Declaration be towed and impounded at the Owners' expense; and

(iv) Bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration.

3.3 Membership and Voting. Owners shall be entitled to one vote for each owned Lot within the Community. When more than one Person owns an interest in any Lot, the vote for that Lot shall be exercised as the Owners of such Lot decide to exercise that vote, but in no event shall more than one vote be cast with respect to any Lot, nor shall any vote be divided. A majority of the votes entitled to be cast by Owners present or represented by proxy at a meeting at which a quorum is present shall be necessary and sufficient for the adoption of any matter voted upon by Owners, unless a greater proportion is required by the Governing Documents.

3.3.1 Voting Representative. There shall be one (1) voting representative for each Lot. If a Person owns more than one Lot, such Person shall have the votes for each Lot owned. The voting representative shall be designated by the Owner, but need not be an Owner. The designation shall be revocable at any time by actual notice to the Association from the Owner, or by actual notice to the Association of the death or judicially declared incompetency of the representative. This power of designation and revocation may be exercised by the guardian of a Lot Owner, and the administrators or executors of an Owner's estate. Where no designation is made, or where a designation has been made but is revoked and no new designation has been made, the voting representative of each Lot shall be the group composed of all of its Owners.

3.3.2 Joint Owner Voting Disputes. The vote of a Lot must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their votes shall be cast, they shall lose their right to vote on the matter in question. In the event more than one vote is cast for a particular Lot, none of the votes cast shall be counted and such votes shall be deemed void.

3.4 Board of Directors.

3.4.1 Board Members. The Board of Directors shall consist of members of the Association elected by the Owners as specified in the Bylaws

3.4.2 Powers and Duties of the Board. The Board is empowered on behalf of the Association to adopt, amend, and revoke detailed administrative rules and regulations necessary or convenient to assure compliance with these Covenants, and to promote the comfortable use and enjoyment of the Property. These Covenants, the Bylaws, and the rules and regulations of the Association shall be binding upon all Owners and Occupants and all Persons claiming any interest in any Property governed by this Declaration. The Board shall have the power and duty to enforce provisions of the Governing Documents of the Association, as they may be lawfully amended from time to time.

3.5 Villages Review Committee. The Villages Review Committee (“VRC”) shall be appointed by the Board and shall consist of at least three (3) members, including two (2) Board members.

3.5.1 Scope of Responsibility. The VRC is authorized by the Board to document, review, advise, maintain, approve, reject, and enforce the Villages Community Standards, General Use Restrictions, and compliance with this Declaration and Governing Documents pertaining to structures and general aesthetics. The VRC’s review shall consider the harmony of external design and the location of external changes in relation to the surrounding structures and topography.

3.5.2 Villages Community Standards (“VCS”). The VRC shall document and maintain the Villages Community Standards (“VCS”) which shall be a guideline approved by the Board and made available to the Owners.

3.5.3 Committee Operation. VRC operation shall be defined in the Bylaws.

3.5.4 Indemnification. The Association shall defend, indemnify and hold each member of the VRC harmless from any liability incurred while serving as a member of the VRC in the same manner as a member of the Board.

3.5.5 Appeal. Any Owner adversely affected by an action of the VRC may appeal such action to the Board of the Association as specified in Bylaws.

3.5.6 Acknowledgment and Release. Plans and specifications are not approved for engineering or structural design or quality of materials and by approving such plans and specifications neither the VRC, the members thereof, nor the Association assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications. Neither the Association, the VRC, the Board, nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans or specifications and every Owner agrees that such Person or Owner will not bring any action or suit against the Association, the VRC, the Board, or the officers, directors, members, employees, and agents of any of them: to recover any

damages and hereby releases, remises, quitclaims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

3.6 Bylaws, Rules and Regulations.

3.6.1 Bylaws have been adopted and may be amended as stated therein.

3.6.2 The Board, on behalf of the Association, shall have the power to adopt, modify, and amend the rules and regulations governing the Community to assure the peaceful and orderly use and enjoyment of the Community. Such rules and regulations shall not be inconsistent with this Declaration or the Bylaws and they shall be applied uniformly to all Owners, except as specifically provided herein. The Board shall have the power to adopt, modify, revoke or enforce the rules and regulations on behalf of the Association and may prescribe penalties or fines for the violation of such rules and regulations.

3.6.3 The Association through the Board shall establish a Fees and Fines Schedule denoting fees, fines, and interest rates for specific services or violation of these Covenants and other Governing Documents. The Fees and Fines Schedule shall be delivered to all Owners and posted on the Association's website consistent with Washington law.

3.7 Budget. As specified in Bylaws, the Board shall annually prepare a budget consistent with Washington law identifying funds required for the Operating Fund and Reserve Fund defined hereinafter for the purpose of establishing the Annual Assessments defined hereinafter. The budget shall take into account the current costs of maintenance and services, future needs of the Association, any previous over assessment, and any common profits or losses of the Association. The budget shall provide for such reserve or contingency funds as the Board deems necessary or as may be required by law. The budget is subject to ratification at the annual meeting as defined in the Bylaws. All expenses of the Association shall be paid from the Operating Fund or the Reserve Fund defined herein.

3.7.1 Operating Fund. The Association shall keep all funds received by it as Assessments, other than reserve funds described below, separate and apart from its other funds, in a federally insured financial institution under the name of the Association and to be known as the "**Operating Fund**". The Association shall use such Operating Fund exclusively for the purpose of promoting the recreation, health, safety and welfare of the Unit Owners of the Property and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and of the Lots situated thereon, including but not limited to:

3.7.1.1 Payment of the cost of maintenance, utilities, and services described in the Bylaws of the Association;

3.7.1.2 Payment of the cost of insurance described in the Bylaws of the Association;

3.7.1.3 Payment of taxes assessed against the Common Areas and any Improvements thereon; and

3.7.1.4 Payment of the cost of other services which the Association deems to be of general benefit to the Owners, including but not limited to accounting, legal, secretarial, and professional management services.

3.7.2 Reserve Fund. As outlined in the Bylaws, the Association shall conduct reserve studies and maintain a separate “**Reserve Fund**” account in the Association’s name in a federally insured financial institution for replacement and repair of common properties that will normally require replacement in whole or in part in more than three (3) years and less than thirty (30) years. The Reserve Fund shall be funded within the Annual Assessment as an amount identified to maintain a reasonable amount for future requirements. Reserve studies shall be periodically repeated as required by laws of the State of Washington. Reserve funds, reserve accounts, and reserve studies shall be administered consistent with Washington law.

ARTICLE 4. ASSESSMENTS

4.1 Purpose of Assessment. The Assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Lots, including the improvement, operation, and maintenance of the Common Areas, all as may be more specifically authorized from time to time by the Board in the Governing Documents.

4.2 Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association Assessments established pursuant to the terms of this Declaration and Governing Documents, including, but not limited to, reasonable fees and fines. All such Assessments to be established and collected as hereinafter provided.

4.2.1 Lien Right. All such Assessments, together with (i) late charges, (ii) interest set by the Board, not to exceed the maximum rate of twelve percent (12%) per annum, and (iii) costs, including, without limitation, reasonable attorneys' fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made. A lien shall be created from the time the Assessment becomes due and is not paid, even if a notice of lien is not recorded.

4.2.2 Personal Obligation. Each such Assessment, together with late charges, interest, costs, including, without limitation, reasonable attorneys' fees actually incurred, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the Assessment fell due. Each Owner shall be personally liable for the portion of each Assessment

coming due while an Owner of the Lot, and each grantee of an Owner shall be jointly and severally liable for such portion thereof as may be due and payable at their conveyance; provided, however, the liability of a grantee for the unpaid Assessments of its grantor shall not apply to the holder of any First Mortgage taking title through foreclosure proceedings or deed in lieu of foreclosure.

4.2.3 Buyer Certificate of Assessment. The Association shall, after receiving a written request from a potential Buyer, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. Such certificate shall be binding upon the Association as of the date of issuance.

4.2.4 Voluntary Conveyance. In a voluntary conveyance of a Lot the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor of the Lot up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

4.3 Types of Assessments.

4.3.1 Annual Assessments. Annual Assessments shall be levied equally on all Lots to cover expenses identified by the ratified budget for the Operating Fund and the Reserve Fund. Assessments shall be paid in such a manner and on such dates as may be fixed by the Board. Unless otherwise provided by the Board, the Annual Assessments shall be divided into monthly installments and shall be paid on the first day of each month.

4.3.2 Special Assessments. In addition to the Annual Assessments authorized herein, the Association may levy Special Assessments from time to time for the purpose of funding all or any part of the cost of any construction or reconstruction, unexpected repair, or acquisition or replacement of a described capital Improvement, or for any other one-time expenditure not to be paid for out of Annual Assessments. Special Assessments must be ratified at a meeting of the Association as described in the Bylaws and in accordance with Washington law.

4.3.3 Individual Assessments. In addition to the Annual and Special Assessments outlined above, the Board shall have the power to levy specific "**Individual Assessments**" against individual Units in accordance with this Declaration and Governing Documents. All other terms and conditions of this Article relating to Annual and Special Assessments shall apply to the levy and collection of the Individual Assessments. The Association shall have all powers and remedies for collection and enforcement of such Individual Assessments as are applicable to the Annual and Special Assessments set forth above. Individual Assessments shall include:

4.3.3.1 Any utility charges utilizing shared meters shall be pro-rated and assessed to the associated Units; when viable the pro-ration may consider size or relative usage of each Unit.

4.3.3.2 Charges for services provided to one Lot including but not limited to individual Village contracted Front Yard maintenance.

4.3.3.3 Any individual Village specific enhancement and maintenance thereof to the Owners in that individual Village.

4.3.3.4 Any Common Expense that is the fault of the Owner, including occupants and guests, and not paid by insurance.

4.3.3.5 All costs incurred by the Association in bringing a Unit into compliance with the provisions of this Declaration and the Governing Documents.

4.3.3.6 Any fees identified within this Declaration and the Governing Documents.

4.3.3.7 Any fines levied pursuant to this Declaration and the Governing Documents.

4.4 **Common Expenses.** No Owner by the Owner's own action may claim exemption from liability for contribution towards Common Expenses. An Owner may not claim an offset against an Assessment for failure of the Association to perform its obligations, including amounts owed or claimed to be owed by the Association to an Owner.

4.5 **Priority of Lien for Assessments.** The Association has a statutory lien on each Unit for any unpaid Assessment against that Unit from the time such Assessment is due. The Association lien has priority over all other liens and encumbrances on a Unit except: (i) Security Interests recorded before the recordation of the declaration; (ii) Security Interests on a Unit recorded before the date on which the unpaid Assessment became due; and (iii) liens for real estate taxes and other state or local governmental assessments or charges against the Unit. However, a statutory lien for Assessments does have priority over the Security Interests described above to the extent of an amount equal to the Assessments for Common Expenses, excluding any amounts for capital Improvements, based on the Annual Budget, which would have become due in the absence of acceleration during the six months immediately preceding the institution of proceedings to foreclose either the Association's lien or a Security Interest above.

4.6 **Effect of Nonpayment of Assessments; Remedies of the Association.**

4.6.1 **Late Fees, Interest, and Claim of Lien.** Any Assessment or installment thereof delinquent for a period of more than fifteen (15) calendar days shall incur a late fee in an amount determined by the Board from time to time and as set forth in its Fees and Fines Schedule or any delinquent dues policy created by the Board. The Association shall cause a notice of delinquency to be given to any member who has not paid within twenty-five (25) calendar days following the due date. If the Assessment is not paid within twenty-five (25) calendar days of the due date, then: (i) interest shall accrue on the delinquent amount at the rate

of twelve percent (12%) per annum or any different amount set by the Board in the Fees and Fines Schedule from the date the Assessment was due until paid in full; and (ii) the Association may record a notice of a claim of lien against the Unit for the amount delinquent plus interest, late charges, costs of collection including reasonable attorneys' fees actually incurred, and any other amounts provided or permitted by law, including the costs for trial, appeal, and if applicable bankruptcy, together with all other costs then owing. For any Assessment delinquent for twenty-five (25) calendar days or more, after the date it is due, the Association may exercise the remedies stated herein. However, the Association shall record a release of lien, when any claim of lien is recorded and subsequent thereto the delinquent Assessment, plus all fees and costs is paid in full.

4.6.2 Suspension for Nonpayment of Assessment. The Association may suspend any utility services paid for out of Assessments and right to use the Common Areas until such amounts, plus other charges under the Governing Documents, are paid in full. In no event, however, shall the Association deprive any Owner of access to and from their Lot. The Association may also declare all remaining periodic installments of any Annual Assessment for the calendar year immediately due and payable.

4.6.3 Foreclosure of Lien. The Association may initiate an action to foreclose the lien of any Assessment by appropriate court action in the manner set forth in RCW 61.12 or in any other manner provided by the laws of the State of Washington, as they may from time to time be changed or amended. In any action to foreclose a lien against any Unit for nonpayment of delinquent Assessments or charges, any judgment entered against the Owners of such Units in favor of the Association shall include a reasonable sum for attorneys' fees, including costs for trial, appeal, and if applicable bankruptcy and all costs and expenses reasonably incurred in preparation of and prosecution for such action.

4.6.4 Non-Judicial Foreclosure of Lien. The Board may commence an action to foreclose a lien for Assessments non-judicially pursuant to RCW 61.24 and in such foreclosure may recover its reasonable attorneys' fees, including costs for trial, appeal, and if applicable bankruptcy and all costs and expenses reasonably incurred in the preparation or prosecution of such foreclosure. For the purposes of permitting such non-judicial foreclosure: (a) the Community is granted in trust to First American Title Insurance Company (herein the "Trustee") to secure the Owners' respective obligations to pay Assessments when due; (b) the Trustee is granted the power to sell the individual Units; (c) the Units are not used principally for agricultural or farming purposes; and (d) the foregoing power of sale shall be operative with respect to any Unit, if the Owner of that Unit fails to pay Assessments with respect to any Unit when due.

4.6.5 Court Action. The Association may institute suit to collect all delinquent amounts. Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property.

4.6.6 No Exemption from Liability. No Owner may waive or otherwise exempt himself from liability for the Assessments provided for herein, including, by way of illustration, but not by limitation, abandonment of the Lot.

4.6.7 Application of Payment. All payments shall be applied first to costs, then to late charges, then to interest, and then to delinquent Assessments.

4.6.8 Cumulative Remedies. The remedies provided in this Section are cumulative, and the Association may pursue them concurrently, as well as any other remedies which may be available under law, although not expressed herein.

ARTICLE 5. MAINTENANCE OF COMMON AREAS TO ASSOCIATION

5.1 Maintenance of the Common Areas. The Association shall maintain and keep in good repair the Common Areas such as to carry out the purpose for which such Common Areas are intended. The scope of the Association's responsibilities shall be defined in the Governing Documents. Common Areas specific to an individual Village may be maintained or enhanced consistent with the Association's Governing Documents and the individual Villages' rules and regulations, as approved by the Board.

5.2 Maintenance of Utilities. The Association shall perform or contract to perform maintenance of all private utilities within Common Areas, if any. Such private utilities may include, sanitary sewer service lines, domestic and irrigation water service lines, storm drainage lines and water detention facilities, except to the extent such maintenance is performed by the utilities furnishing such services. The Association shall not be liable for any interruption or failure of such services. All Owners shall be responsible for maintaining utility lines within their Lots.

5.3 Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Community designed to improve safety such as exterior lighting for the Common Areas, without limitation. The Association shall not in any way be considered an insurer or guarantor of security within the Community, and shall not be held liable for any loss or damage by reason of failure to provide adequate security or for any ineffectiveness of security measures that are undertaken. Each Owner acknowledges, understands and covenants to inform its Occupants that the Association, its Board and committees, are not insurers and that all Persons entering the Community, release the Association from the risk of loss or damage to Persons and property.

5.4 Services Provided by Association. The Association shall provide or contract for services as the Board deems appropriate to benefit the Community, including, without limitation: landscape services, security services, and trash removal for the Common Areas.

5.5 Property Not Owned by Association. The Association shall have the right to maintain other property within the Community, whether or not owned by the Association, where the Board has determined that such maintenance would benefit all Owners. Without limiting the foregoing, the Association shall have the right to maintain the landscaped areas within any dedicated roads within the Community and the Association may enter into a joint maintenance

agreement with adjoining property Owners or associations for the repair, maintenance and replacement of any shared facilities or other property.

5.6 Damage Caused by Owner. In the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the family, guests, lessees, or invitees of any Owner, the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all such costs thereof shall be added to and become a part of the Assessment to which such Owner is subject and shall become a lien against the Lot of such Owner, as an Individual Assessment.

ARTICLE 6. **USE RESTRICTIONS AND RULES**

6.1 General Rules and Regulations. This Article, beginning at Section 6.2, sets out certain use restrictions with which all Owners and Occupants must comply. These use restrictions may be amended by the Board from time to time by the Board promulgating, modifying, or deleting rules and regulations applicable to the Community. Such use restrictions and rules shall be distributed to all Owners and Occupants thirty (30) calendar days prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants. These restrictions are not intended to infringe on individual Owner rights, but are intended to protect the rights of all Owners, promote harmonious living, and ensure that the Community property values are maintained. Non-disruptive activities by existing Owners not previously restricted prior to adoption of this Declaration may continue as long as they remain non-disruptive.

6.2 Residential Use. Lots shall be used only for residential purposes. Except with the consent of the Board of the Association, no trade, craft, business, profession, vacation rental, commercial or similar activity of any kind shall be conducted on any Lot, nor shall any goods, equipment, Vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any such Lot. The mere parking on a Lot of a Vehicle bearing the name of a business shall not, in itself, constitute a violation of this provision. Nothing in this paragraph shall be deemed to prohibit (a) activities relating to the rental or sale of a Unit, and (b) the right of the Owner of a Lot to maintain their professional personal library, keep their personal business or professional records or accounts, handle their personal business or professional telephone calls or confer with business or professional associates, clients or customers, in their Unit. The Board shall not approve commercial activities otherwise prohibited by this paragraph, unless the Board determines that only normal residential activities would be observable outside of the Unit and that the activities would not be in violation of applicable governmental ordinances.

6.3 Building and Landscaping Requirements and Restrictions. All structures within the Community shall be subject to design review and approval by the VRC which may cover the minimum size, architectural style, height, scope of Improvements, quality of design, materials, workmanship, and siting standards. The following restrictions shall apply to the Community in general without restricting or limiting the authority of the VRC in the approval or disapproval of any specific proposal:

6.3.1 Single Family Home. Only one Single Family Home shall be permitted on each Lot.

6.3.2 Building Materials. All building materials to be incorporated into and visible as a part of the external structure of any building or other structure, including driveways, shall be regulated by the VRC and the approved VCS. No building, fence, wall or other structure shall be commenced, erected or maintained within the Community, nor shall any exterior addition or change or alteration therein be made within the Community until the plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted, reviewed, and approved in writing by the VRC as described by Governing Documents. In the event of significant construction, the Owner may be assessed a reasonable fee for VRC to engage a professional engineer or architect to review submitted plans.

6.3.3 Grading. No Owner shall grade, fill or otherwise alter the slope or contour of any Lot, construct or alter the drainage patterns initially installed or as established by the grading and natural course of surface and subsurface water run-off without first approval of the VRC.

6.4 Outside Furniture and Accoutrements. Furniture left outside a Unit that is visible from the streets or Common Areas shall be limited to items commonly accepted as outdoor or patio furniture and must be maintained in a presentable condition. Outside decorations or other objects visible from any street or Common Area, including but not limited to signs, antennas, lighting, and security devices must abide by the VCS.

6.5 Window Coverings. Window coverings visible from the outside of the Unit must be: (a) in good working order; (b) a neutral color compatible with the Unit/trim color; and (c) of a design and materials standard in the window dressing industry such as drapes, mini-blinds, etc. Sheets, blankets, plastic paper, foil, etc. are not permitted.

6.6 Non-biodegradable Substances. No motor oil, paint or other caustic or non-biodegradable substance may be deposited in any street drain, sewer system, or on the grounds within the Community. Any fine and/or costs associated with the cleanup of any non-biodegradable substance that is caused by any Owner or their Occupants or guests shall be the responsibility of the offending Owner.

6.7 Riparian Zones. Garrison Creek and the buffering land is a riparian zone subject to federal, state, and local laws and regulations. Any landscaping done within the riparian zone must abide by the VCS and applicable laws.

6.8 Vehicles and Parking. The streets of the Community are private and maintained by the Association. The streets of the Community are designed to accommodate pedestrians as well as Vehicles. The streets must remain unimpeded for emergency vehicle access.

6.8.1 Permitted Parking. No Vehicles other than Passenger Vehicles in regular use may be parked on any Lot or portion of the Community, except in Parking Areas on Lots. Driveway areas shall be considered Parking Areas for Passenger Vehicles only. Any Vehicle regularly parked in an unapproved area or for longer than twenty-four (24) consecutive hours shall be considered a nuisance and may be removed from the Community. Notwithstanding the

foregoing, parking on the street by Vehicles may occur during the day or on a temporary basis in areas designated by the Board. After 10 pm until 7 am, street parking of any Vehicle is prohibited without an authorized parking pass as identified in Governing Documents.

6.8.2 In-operable Vehicles. Any Passenger Vehicle that is in-operable or unlicensed, or incapable for use on the public highways and that is parked on any Parking Area for a period of more than forty-eight (48) hours shall be treated the same as a non-Passenger Vehicle and shall be considered a nuisance and may be removed from the Community. The VRC has the discretion and authority to determine if a Vehicle is in an operational state or in a state of disrepair.

6.8.3 Parking Rules and Regulations. The Board may adopt and maintain current rules and regulations concerning the parking and storage of Vehicles on any Lot or any portion of the Property. Said rules are to protect the Community from the potentially adverse impacts of Vehicles in the Community environment and to accommodate the evolving nature and use of such Vehicles.

6.8.4 Grass or Unpaved Common Areas. No motorized Vehicles shall be permitted on pathways, grass, or unpaved Common Areas, and any costs to repair damage to landscaping or irrigation caused by such parking or driving shall be assessed to the offending Owner.

6.9 Leasing. Lots may be leased for residential purposes only in accordance with this provision. All leases shall have a minimum term of at least thirty (30) days. All leases shall be in writing and shall require, without limitation, that the lease is subject in all respects to this Declaration and the other Governing Documents. All leases must contain a tenant acknowledgment of receipt of a copy of this Declaration and other Governing Documents of the Association. The Owners of leased Units within the Community shall be responsible for obtaining compliance with the Governing Documents and shall be liable for any failure of compliance by Occupants, lessees, employees, contractors, and invitees. In the event the Board finds that a lessee or tenant has violated any provision of the Governing Documents, then the Board may require the Owner to terminate such lease or rental agreement and/or pay any assessed fines or damages. The Community was designed to be an Owner occupied and maintained Community. In addition, an increased number of leases negatively affect mortgage rates. Therefore, the Association targets for each Village to be 85% Owner occupied. Rentals in effect prior to this Declaration shall be grandfathered until the ownership of the Unit changes. Rentals to immediate family are excluded from this restriction, and the Board has discretion to approve hardship rentals. A lease copy must be provided to the Board together with a reasonable fee, established by the Association, for the purpose of funding the costs associated with the maintenance of lease records, orientation, and for providing copies of the Governing Documents.

6.10 Maintenance of Lot Structures and Grounds. Each Owner shall maintain the Owner's Lot and Improvements thereon in a clean and attractive condition, in good repair and in such fashion as to prevent fire or other hazard. Such maintenance shall include, without limitation, exterior painting, repair, replacement and care for roofs, gutters, downspouts, exterior structural surfaces, walks, landscaping, lights, and fences on alleys, and other exterior Improvements and glass surfaces. All repainting or restaining shall abide by the VCS. In

addition, each Owner shall keep all sidewalks, shrubs, trees, grass and plantings of every kind on the Owner's Lot neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall likewise be the responsibility of each Owner and shall be restored within a reasonable period of time.

6.11 Failure of Owner to Meet Maintenance Obligations. In the event that the Board of the Association or the VRC determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair, or replacement of items for which such Owner is responsible hereunder, the Association shall, except in an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have ten (10) calendar days after receipt of such notice within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement cannot be completed within a ten (10) calendar day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at such Owner's sole cost and expense, and all costs shall be added to and become a part of the Assessment to which such Owner is subject and shall become a lien against the Lot. Additionally, the Board may assess a fine for such failure provided the fine is properly promulgated with notice to the Owners of the Community prior to issuing such fine.

6.12 Occupants Bound. All provisions of this Declaration, Bylaws, and of any rules and regulations, which govern the conduct of Owners and which provide for sanctions against the Owners shall also apply to all Occupants, guests, or other Persons present on behalf of an Owner. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid timely, the fine may then be levied against the Owner.

6.13 Nuisance. Each Owner and Occupant shall prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on their Lot. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be kept in an unclean or untidy condition; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the Occupants of surrounding property. No illegal, illicit, noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Community. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier, radio, television, electronic music, loud cell phone conversations, or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot unless required by law or unless specifically approved by the VRC, especially between the hours of 9 pm and 7 am. Owners, Occupants, and guests shall respect all other Lot Owners and Occupants rights to peace and privacy.

6.14 Unsightly or Unkempt: Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly of and

disassembly of Vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be undertaken outside of Homes or garages. In addition, the storage of equipment, machinery, construction supplies or any similar material on a Lot outside of the Single Family Home and garage constructed thereon is strictly prohibited except as required during the remodeling or refurbishing of Improvements on such Lot and then for not more than sixty (60) calendar days.

ARTICLE 7. MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders of First Mortgages on Lots in the Community. The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

7.1 Notices of Action. An institutional holder, insurer, or guarantor of a First Mortgage, who provides a written request to the Association. (such request to state the name and address of such holder, insurer, or guarantor and the Lot number, therefore becoming an "eligible holder"), shall be entitled to timely written report as to the current status of said Lot with respect to any delinquency in the payment of Assessments or charges owed by an Owner of a Lot, subject to the Mortgage of such eligible holder.

7.2 No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the First Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Areas.

7.3 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

ARTICLE 8. EASEMENTS

8.1 Easements Reserved. In addition to any utility and drainage easements shown on any recorded Plat, the Association hereby reserves the following easements for the benefit of the Association:

8.1.1 Easement for Maintenance. The Association hereby expressly reserves a perpetual easement for the benefit of the Association across such portions of the Community, determined in the sole discretion of the Association, as are necessary to allow for the maintenance required under Article 5. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment of Owner's property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage, at its sole expense.

8.1.2 Front Yard Maintenance. Landscapers may enter yards for routine maintenance as contracted by the Association. The Board, VRC, and any authorized representative of the Association may at any reasonable time, and from time to time at

reasonable intervals, enter upon any Lot for the purpose of reviewing compliance with documented standards (VCS) or for remediation with notification under 3.2.1.4 and other provisions of this Declaration. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in the Owner of such Lot.

8.2 Public Utility Easements. A non-exclusive easement is hereby reserved for and granted to all utilities serving the Community, and their respective successors and assigns as shown on any recorded Plat. Said easement shall be to install, construct, renew, operate, maintain, and repair underground conduits, cables, pipes and wires with the necessary facilities and other equipment for the purpose of serving the Community with, but not limited to, water, sewer, electric, cable, telephone and storm drainage. Said easement area shall be restored as nearly as reasonably possible to its prior condition in the event of any material disturbance by the utilities exercising their rights within this easement area. Easement for installation and maintenance of utilities and drainage facilities, separate or combined, may be reserved over portions of certain Lots, as shown on any recorded Plat. Within the easements, the VRC shall not permit any structure, planting or other material to be placed or permitted to remain on the easement area which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in the easements. The easement area of each Lot and all Improvements in it shall be maintained continuously by the Owner of the Lot, except for those Improvements for which a public authority or utility company is responsible, and Common Easement Areas, which will be maintained by the Association. Common Elements include, but are not limited to mailboxes, irrigation, water, and other Common Areas benefiting the Community.

ARTICLE 9. **GENERAL PROVISIONS**

9.1 Enforcement. Each Owner and Occupant shall comply strictly with the Association's Governing Documents, as they may be lawfully amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration. After notice and an opportunity to be heard by the Board or by a representative designated by the Board, and in accordance with rules and regulations adopted by the Board, the Board may levy reasonable fines for violations of the above (in addition to any late charges that may be assessed in connection with the late payment of Assessments or other Association charges) in accordance with a previously established schedule adopted by the Board and furnished to the Owners, which fines shall be collected as provided herein for the collection of Assessments. Failure to comply with this Declaration and the Governing Documents shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board, on behalf of the Association, or, in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

9.2 Lessees and Other Invitees. Occupants, lessees, employees, invitees, contractors, family members and other Persons entering the Community under rights derived from an Owner shall comply with all of the provisions of this Declaration and Governing Documents restricting or regulating the Owner's use, improvement or enjoyment of their Lot and other areas within the Community. The Owner shall be responsible for obtaining such compliance and shall be liable

for any failure of compliance by such Persons in the same manner and to the same extent as if the failure had been committed by the Owner.

9.3 Amendments.

9.3.1 How Proposed. An amendment to this Declaration may be proposed by the Board or if Owners holding twenty percent (20%) or more of the votes in the Association request such an amendment in writing to the Board. The Board shall prepare a proposed amendment and shall provide the Owners with a notice containing the proposed amendment and at least thirty (30) calendar days' advance notice of a meeting to discuss the proposed amendment. Following such meeting, the Board shall provide the Owners with a notice containing the proposed amendment and schedule a meeting with at least thirty (30) calendar days' advance notice to vote on the amendment.

9.3.2 Required Votes. The amendment shall be deemed approved only by a vote or agreement of at least sixty-seven percent (67%) of the Total Association Votes. Votes may be cast in writing, by absentee ballot, by proxy, or in person at a meeting scheduled for the vote.

9.3.3 Requirement for Recordation. This Declaration and any amendment thereto shall become effective only upon execution and recordation, unless a later effective date is specified therein.

9.4 Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of any pronoun shall include the neuter, masculine, and feminine.

9.5 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any Person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

9.6 Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

9.7 Indemnification. To the fullest extent allowed by applicable Washington law, the Association shall indemnify every officer and director against any and all expenses, including, without limitation, attorneys' fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good

faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association may, at the discretion of the Board, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

9.8 Notice of Sale, Lease or Acquisition. In the event an Owner sells or leases such Owner's Lot, the Owner shall give to the Association, in writing, prior to the effective date of such sale or lease, the name of the purchaser or lessee of the Lot and such other information as the Board may reasonably require. Upon acquisition of a Lot each new Owner shall give the Association, in writing, the name and mailing address of the Owner and such other information as the Board may reasonably require.

9.9 Variances. Notwithstanding anything to the contrary contained herein, the Board or its designee shall be authorized to grant individual variances from any of the provisions of this Declaration and Governing Documents established pursuant thereto if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Community.

9.10 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least sixty-seven percent (67%) of the Total Association Vote. This Section shall not apply, however, to (i) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (ii) the imposition and collection of Assessments as provided herein, (iii) proceedings involving challenges to ad valorem taxation, or (iv) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Done as of _____, 2019

The undersigned hereby certifies that this Second Restated Amendment was approved by sixty-seven percent (67%) of the Total Association Votes.

The Villages of Garrison Creek Homeowners
Association, a Washington nonprofit

By: _____
President: _____

By: _____
Title: _____

By: _____
Title: _____

EXHIBIT A LEGAL DESCRIPTION

Lots 1 through 19 of Phase I of the Villages of Garrison Creek Planned Unit Development, according to the official plat thereof recorded on March 11, 1997, in Volume 6 of Roll Files at Page B-28 under Auditor's File No. 9702094, records of Walla Walla County, Washington; and

Lots 20 through 43 of Phase II of the final plat of the Villages of Garrison Creek Planned Unit Development, according to the official plat thereof recorded on August 21, 1998, in Volume 6 of Roll Files at Page B-45 under Auditor's File No. 9809534, records of Walla Walla County, Washington; and

Lots 47 through 73 of Phase V of the final plat of the Villages of Garrison Creek Planned Unit Development according to the official plat thereof recorded on August 13, 1999, in Volume 6 of Roll Files at Page B-57 under Auditor's File No. 9909525, records of Walla Walla County, Washington; and

Lots 74 through 113 of Phase VI of the final plat of the Villages of Garrison Creek Planned Unit Development, according to the official plat thereof recorded on October 17, 2000, in Volume 6 of Roll Files at Page C-5 under Auditor's File No. 0009959, records of Walla Walla County, Washington; and

Lots 114 through 156 of Phase VII of the Villages of Garrison Creek Planned Unit Development, according to the official plat thereof recorded on March 27, 2003, in Book 6 of Plats at Page 29 under Auditor's File No. 2003-04172, records of Walla Walla County, Washington; and

Lots 174 through 204 of Phase VIII of the Villages of Garrison Creek Planned Unit Development, according to the official plat thereof recorded on August 10, 2010, in Book 7 of Plats at Page 54 under Auditor's File No. 2010-06177, records of Walla Walla County, Washington; and

Lots 1 through 39 of Phase IX of the Villages of Garrison Creek Planned Unit Development, according to the official plat thereof recorded on September 2, 2015, in Book 7 of Plats at Page 81 under Auditor's File No. 2015-07745, records of Walla Walla County, Washington; and

Lots 255 through 273 of Phase X of the Villages of Garrison Creek Planned Unit Development, according to the official plat thereof recorded on March 22, 2005, in Book 7 of Plats at Page 6 under Auditor's File No. 2005-03242, records of Walla Walla County, Washington; and

Lot D of Short Plat recorded on October 31, 1991, in Volume 2 of Short Plats at Page 163 under Auditor's File No. 9107738, records of Walla Walla County, Washington; EXCEPTING THEREFROM the following described property:

- 1) Lots 1 through 19 of the Villages of Garrison Creek Planned Unit Development, Amended Final Plat, Phase I, according to the official plat thereof recorded in Volume 6 of Roll Files at Page B-28 as Auditor's File No. 9702094, records of Walla Walla County, Washington; and
- 2) Lots 20 through 43 of the Villages of Garrison Creek Planned Unit Development Phase II Final Plat according to the official plat thereof recorded in Volume 6 of Roll Files at Page B-45 as Auditor's File No. 9809534, records of Walla Walla County, Washington; and
- 3) Villages of Garrison Creek Planned Unit Development Phase III, according to the official plat thereof recorded on July 9, 1998, in Volume 6 of Roll Files at Page B-43 as Auditor's File No. 9807687, records of Walla Walla County, Washington; and
- 4) Phase IV of the Villages of Garrison Creek Planned Unit Development recorded November 4, 1999, in Volume 6 of Roll Files at Page B-60 as Auditor's File No. 9912668, records of Walla Walla County, Washington; and

- 5) Lots 47 through 73 of the Villages of Garrison Creek Planned Unit Development Phase V Final Plat according to the official plat thereof recorded in Volume 6 of Roll Files at Page B-57 as Auditor's File No. 9909525, official records of Walla Walla County, Washington; and
- 6) Lots 74 through 113 of the Villages of Garrison Creek Planned Unit Development Phase VI, according to the official plat thereof recorded October 17, 2000, in Volume 6 of Roll Files at Page C-5 as Auditor's File No. 0009959, records of Walla Walla County, Washington; and
- 7) Lots 114 through 156 of Phase VII of the Villages of Garrison Creek Planned Unit Development, according to the official plat thereof recorded on March 27, 2003, in Book 6 of Plats at Page 29 under Auditor's File No. 2003-04172, records of Walla Walla County, Washington; and
- 8) Lots 174 through 204 of Phase VIII of the Villages of Garrison Creek Planned Unit Development, according to the official plat thereof recorded on August 10, 2010, in Book 7 of Plats at Page 54 under Auditor's File No. 2010-06177, records of Walla Walla County, Washington; and
- 9) Lots 1 through 39 of Phase IX of the Villages of Garrison Creek Planned Unit Development, according to the official plat thereof recorded on September 2, 2015, in Book 7 of Plats at Page 81 under Auditor's File No. 2015-07745, Walla Walla County, Washington; and
- 10) Lots 255 through 273 of Phase X of the Villages of Garrison Creek Planned Unit Development, according to the official plat thereof recorded on March 22, 2005, in Book 7 of Plats at Page 6 under Auditor's File No. 2005-03242, records of Walla Walla County, Washington; and
- 11) Segregation Lots 4 and 5 according to the survey recorded for segregation purposes on September 13, 2006, in Book 10 of Plats at Page 56 under Auditor's File No. 2006-11053, records of Walla Walla County, Washington; and
- 12) Segregation Lot 3 according to the survey recorded for segregation purposes on September 13, 2006, in Book 10 at Page 56 under Auditor's File No. 2006-11053, records of Walla Walla County, Washington,

EXCEPT the following:

Lots 1 through 39 of Phase IX of the Villages of Garrison Creek Planned Unit Development according to the official plat thereof recorded on September 2, 2015, in Book 7 of Plats at Page 81 under Auditor's File No. 2015-07745, records of Walla Walla County, Washington.

- 13) That portion of Segregation Lot 2, according to the survey recorded for segregation purposes on September 13, 2006, in Book 10 at Page 56 under Auditor's File No. 2006-11053, records of Walla Walla County, Washington, lying in Taxing District 78 and in Section 31, Township 7 North, Range 36 East W.M., in the City of College Place, Walla Walla County, Washington;

EXCEPT the following:

Commencing at the Southwest corner of the United States Military Reserve;
 thence S 21°24'33" E to the brass cap marking the intersection of Myra Road with the Dalles Military Road, City of Walla Walla, WA;
 then N 70°02'11" W a distance of 45.63' to the intersection of the North right of way line of S.E. 12th Street with the West right of way line of Myra Road, in the City of College Place, WA, and the True Point of Beginning;
 thence S 59°42'56" W along the North right of way line of S.E. 12th Street a distance of 512.34';

thence N 30°17'04" W a distance of 6.00';
thence N 59°42'56" E a distance of 463.17';
thence N 15°18'02" E a distance of 48.99';
thence N 29°06'51" W a distance of 52.89';
thence N 60°53'09" E a distance of 5.00';
thence N 29°06'51" W a distance of 96.69';
thence N 60°53'09" E a distance of 5.00';
thence N 29°06'51" W a distance of 135.90';
thence N 60°53'09" E a distance of 5.00' to a point on the Southwesterly right of line of Myra Road;
thence S 29°06'51" E along said Myra Road right of way a distance of 325.46' to the true point of beginning
having an area of 6614 square feet, 0.152 acres.

**EXHIBIT B
PLAT**

Type	Document	Date	Book	Page	Notes	Grantor
Short Plat	1991-07738	10/31/1991	B:2	P:163		DAVIN
Plat	1997-02094	03/11/1997	B:6	P:B28	Ammended	VGC-I
Plat	1998-07687	07/09/1998	B:6	P:B43		VGC-III
Plat	1998-09534	08/21/1998	B:6	P:B45		VGC-II
Plat	1999-09525	08/13/1999	B:6	P:B57		VGC-V
Plat	1999-12668	11/04/1999	B:6	P:B60		VGC-IV
Plat	2000-09959	10/17/2000	B:6	P:C5		VGC-VI
Plat	2003-04172	03/27/2003	B:6	P:29		VGC-VII
Plat	2005-03242	03/22/2005	B:7	P:6		VGC-X
Survey	2006-11053	09/13/2006	B:10	P:56	Segregation	BOTTIMER
Plat	2010-06177	08/10/2010	B:7	P:54		VGC-VIII
Plat	2015-07745	09/02/2015	B:7	P:81		VGC-IX
Not listed in Exhibit A:						
Plat	1996-11807	11/26/1996	B:6	P:B20	Superceded	VGC-I
Survey	2003-10054	07/07/2003	B:9	P:27	L82-85 VI	BOTIMER
Survey	2015-00556	01/26/2015	B:12	P:167	Segregation	PAHLISCH
Survey	2015-10043	11/20/2015	B:12	P:222	Adjustment IX	PAHLISCH