



Covenants and By-Laws

Winterwood Estates Homeowners Association

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KING COUNTY, WA

AUDITOR'S INDEXING FORM

DOCUMENT TITLE:	DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS, EASEMENTS AND AGREEMENTS WITH RESPECT TO THE DEVELOPMENT OF WINTERWOOD ESTATES
GRANTOR(S):	1. GARLAND, ROBERT O., as Pres. of Winterwood Estates Homeowners Association 2. SELBY, H. DEAN, as Bd. member of Winterwood Estates Homeowners Association Additional names on page ___ of document.
GRANTEE(S):	1. WINTERWOOD ESTATES HOMEOWNERS ASSOC. 2. Additional names on page ___ of document.
LEGAL DESCRIPTION: Abbreviated form (lot, block, plat name, section-township-range)	Lots 1-26, Div. 1, Lots 1-24, Div. 2, Lots 1-30, Div. 3, Lots 1-46, Div. 4, Lots 1-80, Div. 5, Lots 1-160, Div. 6, Winterwood Estates Additional legal description is on page 1 of document.
ASSESSOR'S PROPERTY TAX PARCEL OR ACCOUNT NUMBER:	948590 - 0000; 948591 - 0000; 948592 - 0000; 948593 - 0000; 948594 - 0000; 948595 - 0000;
REFERENCE NUMBERS OF DOCUMENTS ASSIGNED OR RELEASED OR RELATED DOCUMENTS:	

**DECLARATION OF PROTECTIVE COVENANTS,
RESTRICTIONS, EASEMENTS AND AGREEMENTS
WITH RESPECT TO THE DEVELOPMENT OF
WINTERWOOD ESTATES**

NAME & LOCATION. The name of the corporation is WINTERWOOD ESTATES HOMEOWNERS ASSOCIATION, hereafter referred to as Association. The principal office of the corporation shall be located in Covington, Washington, 98042, but the meetings of member and directors may be held at such places within the State of Washington, County of King, as may be designated from time to time by the Board of Directors.

THIS DECLARATION, made on the date hereinafter set forth by WINTERWOOD ESTATES HOMEOWNERS ASSOCIATION, a Washington Corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of King, State of Washington, which is more particularly described as:

Lots 1 through 26, Div. No. 1, Winterwood Estates, as per plat recorded in Volume 100 of Plats, Pages 17 & 18, records of King County, Washington.

Lots 1 through 24, Div. No. 2, Winterwood Estates, as per plat recorded in Volume 103 of Plats, Pages 51 & 52, records of King County, Washington.

Lots 1 through 30, Div. No. 3, Winterwood Estates, as per plat recorded in Volume 107 of Plats, pages 48 & 49, records of King County, Washington.

Lots 1 through 46, Div. No. 4, Winterwood Estates, as per plat recorded in Volume 112 of Plats, pages 70 & 71, records of King County, Washington.

Lots 1 through 80, Div. No. 5, Winterwood Estates, as per plat recorded in Volume 118 of Plats, pages 32 to 34, records of King County, Washington.

Lots 1 through 160, Div. No. 6, Winterwood Estates, as per plat recorded in Volume 123 of Plats, pages 58 to 62, records of King County, Washington.

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

ARTICLE I

Definitions

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

Section 2. "Owner" shall mean and refer to the record owner whether one or more persons or entities of a fee interest (the whole of which is not subject to a contract of sale) or a vendee's interest in a contract of sale to any lot, except persons having an interest merely as security for the payment of a debt or performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property herein described and such additional real property as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereon) owned by or subject to easement for the common use, benefit and enjoyment of the Association or the owners.

Section 5. "Lot" shall mean and refer to any plot of land shown on any recorded subdivision map of the properties, or any separate tax lot as shown on King County Assessor's maps, with the exception of the common area.

Section 6. "Declarant" shall mean and refer to the Winterwood Estates Homeowners Association.

Section 7. "ACC" shall mean and refer to the Architectural Control Committee.

ARTICLE II

Winterwood Estates Homeowners Association

The Articles of Incorporation of the Association are on file with the Secretary of the State of Washington and with the Auditor of King County, Washington.

By-Laws of the Association shall at all reasonable times be available for inspection at the principal place of business of the Association.

Amendments to the Articles of Incorporation and By-Laws may be made with the approval of the members in the manner provided by law and the Articles of Incorporation and By-Laws of the Association.

By this reference the Articles of Incorporation and By-Laws of the Association, and all duly enacted present and future amendments thereto, are incorporated herein as if fully set forth, and all persons acquiring any right, title and interest in any lot shall be bound thereby.

The undersigned, for each lot owned, hereby covenants and agrees, and each owner of any lot, by acceptance of a deed therefore or other conveyance thereof, whether or not it shall be so

expressed in any such deed or conveyance, hereby covenant and agree, to pay the Association such annual and special charges, dues and assessments as shall be fixed and assessed by the directors of the Association in the manner provided by the Articles and By-Laws.

Such charges, dues and assessments, together with interest thereon and costs of collection, including reasonable attorney fees, shall be a charge against the members and a continuing lien upon the property against which any such charges or assessments are made; provided, however, that such lien shall be subordinate to any mortgage or deed of trust, whether prior or subsequent in time.

ARTICLE III

Dedication of Common Areas and Easements

The undersigned, their successors and assigns, covenant and agree to execute, deliver and record all deeds, assignments, dedications or other instruments necessary to dedicate, or necessary to convey to the Association, or King County, easements and fee simple title to the common areas, as designated and described in the development of Winterwood Estates and all subdivision plats approved by King County.

ARTICLE IV

Membership

Every owner shall be a member of the Association, provided, however, that there shall be no more than one vote for each lot. Membership shall be appurtenant to and may not be separated from ownership of one or more lots. Every member shall have an equal right and easement of enjoyment in and to the Common Areas, subject to the following provisions:

- a. The right of the Association to reasonably limit the use by members and the number of guests of members;
- b. The right of the Association to charge fees, collect dues, make assessments or obtain compensation in any other reasonable manner for the use maintenance, improvement or construction of any facility within or upon the common areas; and to pay reasonable compensation to the professional managers;
- c. The right of the Association to borrow money for the purpose of maintaining and improving the common areas and facilities and to give security therefore;
- d. The right of the Association to suspend all rights and easements, including voting rights, of a member for any period during which any fees, dues, assessments or any other charges for which the member is obligated to the Association shall not be paid, or for any reasonable period as a sanction for the infraction of any published rule or regulation of the Association.
- e. The right of the Association to dedicate or transfer all or any part of the common areas to any public agency, authority or utility for such purposes and subject to such conditions as may be

agreed to by the affirmative vote of a majority of all the members at a meeting called for that purpose; provided however, that such dedication or transfer shall not be effective unless written notice of the proposed action is sent to every member not less than thirty nor more than sixty days in advance of the date of the meeting at which such action is to be considered by the members.

- f. Any member may delegate his right of enjoyment to the common areas and the facilities of the Association to the members of his family, his tenants, or his guests residing on the property.
- g. The Association shall have one class of voting members. Said class shall consist of all owners. Each owner shall be entitled to one vote irrespective of the number of lots owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote of such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE V

Covenant for Maintenance Assessments

1. **Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each lot owned within the properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefore, or other conveyance thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:
 - (1) annual assessments or charges, and
 - (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be lien upon the property against which each such assessment is made.

Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

2. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties, and for the improvement and maintenance of the common areas, and to pay professional management and enforcement of the covenants and restrictions specified herein.

3. **Maximum Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be One Hundred Twenty and no/100ths Dollars (\$120.00) per lot.
 - (a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than 5%, or the increase in the national cost of living index over the prior year, if greater, above the maximum assessment for the previous year without a vote of the membership.
 - (b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.
 - (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.
 - (d) The Directors shall not allow unreasonable accumulation of funds but shall adjust the annual assessment to prevent any unreasonable accumulations.

4. **Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

5. **Notice and Quorum for Any Action Authorized Under Paragraphs 3 and 4 above.** Written notice of any meeting called for the purpose of taking any action authorized under Paragraphs 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting.

At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the members shall constitute a quorum.

If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

No such subsequent meeting shall be held more than 60 days following the preceding meeting.

6. **Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

7. **Date of Commencement of Annual Assessments: Due Dates** The annual assessments provided for herein shall commence as to all lots in any subdivision on the first day of the

month following the sale of the first lot in said subdivision. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of each annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an office of the Association setting forth whether the assessments on a specific lot have been paid. A properly executed certificate of the Association as to the status of assessment on a lot is binding upon the Association as of the date of its issuance.

8. **Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

The Association may bring an action at law against the owner personally obligated to pay the same, and thereby establish the lien against the property. No owner may waive or otherwise escape liability for the assessments provided herein by non-use of the common areas or abandonment of his lot.

9. **Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereon.

ARTICLE VI

Professional Management Company

The Board of Directors of the Homeowners Association may retain the services of a professional manager for the management of the Association's business and for the enforcement of all restrictions and covenants specified herein, including the enforcement of violation of the Architectural Control Committee provisions herein. The Board of Directors shall pay reasonable compensation to a professional manager.

The professional management authority appointed by the Board of Directors of the Homeowners Association may at all times have authority to enforce the provisions herein and in the event of non-compliance of any owner within ten (10) days of receipt of written notice from the professional manager of a violation hereunder, the professional manager may have the deficiency corrected at the cost and expense of the owner and such cost and expense may be filed as a lien against the lot involved.

