

WHEN RECORDED RETURN TO: WIMER & HARPOLD
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9207291388

AMENDMENT OF
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CROFTON HEIGHTS HOMEOWNERS ASSOCIATION

This document is an amendment of Declaration filed under Auditor's File No. 8812080878, and relates to that certain property located in King County identified as Plat of Crofton Heights,, recorded in Volume 143 of Plats, Pages 77-79 (King County Recording No. 8812070221).

920729-1388 01:03:00 PM KING COUNTY RECORDS 007 SH 13.00

AMENDMENT OF DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CROFTON HEIGHTS HOMEOWNERS' ASSOCIATION

WHEREAS the original Declaration of Protective Covenants, Conditions and Restrictions for Crofton Heights Homeowners' Association was duly recorded with King County on December 8, 1988, under King County Auditor's File No. 8812080878; and

WHEREAS Article VI, Subsection 6.1 thereof, required that the Declaration could be amended by an affirmative vote of not less than 75% of the lots; and

WHEREAS the Protective Covenants were thereafter amended pursuant to the written agreement of in excess of 75% of the owners of lots, as more particularly set forth in documentation filed under King County Auditor's File No. 9110160705; and

WHEREAS subsequent to the actual amendment of the Declarations of Protective Covenants, the annual general meeting of the homeowners' association was held pursuant to notice thereof properly given to each owner; and

WHEREAS the amendments to the covenants (Article VI, Subsection 6.1) provided, in part, that in the event that the required 75% of homeowners failed to respond to written notification of an amendment vote either by attendance at the meeting or by written proxy authorizing his or her vote to be voted in a specific fashion, the unrepresented votes would be counted as if they had voted with the majority; and

WHEREAS thereafter, amendments to Article IV, Subsection 4.12 and Article III, Subsection 3.5 were submitted to the membership for vote thereon and such amendments were in the forms attached hereto marked Exhibit "A" (Article IV, Subsection 4.12), and Exhibit "B" (Article III, Subsection 3.5); and

WHEREAS at the meeting called specifically for that purpose 50 affirmative votes were received for Amendment 4.12 and four negative votes were received; and

WHEREAS 53 affirmative votes were received for amendment to Article III, Subsection 3.5 versus four negative votes; and

WHEREAS the unrepresented votes are to be counted in conjunction with the majority vote and, as a consequence thereof, amendments to the Covenants, Conditions and Restrictions were properly authorized;

the Secretary of Crofton Heights Homeowners' Association, and acknowledged the said instrument to be the free and voluntary act and deed of said Association for the uses and purposes and therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of the Association.

WITNESS my hand and official seal the day and year in this certificate first above written.

Marilynn A. Schuman
NOTARY PUBLIC in and for the
State of Washington, residing
at *Auburn*

My Commission Expires: *4/25/93*



Official Copy

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DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CROFTON HEIGHTS HOMEOWNERS ASSOCIATION

ARTICLE IV, SUBSECTION 4.12 is amended to read as follows:

(A) "4.12 Homeowners' Association: Every lot owner, by acceptance of a deed for such lot, is hereby deemed to covenant and agree to membership in Crofton Heights Homeowners Association ('The Association') for at least the purposes of owning or leasing property or property rights as common area for the benefit of Crofton Heights and for the purposes of maintaining, repairing, replacing or improving any such property or any improvements placed thereon. Such membership shall be appurtenant to the Lot owned by such Lot owner and may not be transferred except by sale or transfer of the Lot itself. The Association shall be a not-for-profit corporation.

(B) "Every Lot owner is further deemed to covenant and agree to pay when due any and all dues, assessments, or other charges that may be levied from time to time by The Association in accordance with the Articles and Bylaws or Articles of Incorporation of the Association. Assessments, dues or other charges, and installments on the same paid on or before 10 days after the day when due shall not bear interest, but all sums not paid on or before 10 days after the date when due shall bear interest at the rate of twelve (12%) percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessments, dues or other charges that may be levied from time to time by the Association.

(C) "Lien for Assessments, dues or other charges: All sums or dues, assessments or other charges that may be levied from time to time billed or assessed but unpaid ten days after the date when due shall constitute a lien on such lot owned for the unpaid dues, assessments or other charges, and interest thereon, and for all attorneys fees and costs incurred by the Association in collection of the same. Such liens shall be prior to all other liens except tax liens and unpaid sums on mortgages of record.

(D) "Foreclosure of Lien:

"(1) Liens for unpaid dues, assessments or charges may be foreclosed by suit at the instance of

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the Board of Directors through their representative acting on behalf of the Board, in like manner as a mortgage on real property would be foreclosed in the State of Washington;

"(2) The Board shall have the power to bid on the lot at foreclosure sale, and to acquire, hold, lease, mortgage and convey the same;

"(3) The duly authorized representative of the Board, acting on behalf of the Association, may bring suit to recover a judgment for any unpaid dues, assessments or charges without instituting a foreclosure or waiving the liens securing the same. Any such suit shall entitle the Association to its attorneys fees and costs incurred in addition to the principal amount owed and interest thereon;

"(4) In any suit to foreclose a lien for unpaid dues, assessments or other charges, the representative of the Board acting on behalf of the Association may waive the right to a deficiency judgment in the Complaint to Foreclose, and thereby reduce the period of redemption to eight months.

(E) "Rental Following Foreclosure: In any foreclosure of a lien for dues, assessments or other charges, the lot owner shall be required to pay reasonable rental for the usage of the premises during the period of redemption, and the Association shall be entitled to the appointment of a receiver to collect the same and to manage the property during the redemption period.

(F) "Attorney's Fees - All Other Disputes: In the event of a legal dispute between a lot owner or owners and the Association which results in litigation, in addition to any other affirmative relief awarded to the prevailing party, said prevailing party shall be entitled to recover, in addition to affirmative relief awarded by the Court, all attorney's fees and costs incurred."

The provisions of the foregoing paragraphs shall not apply to Tract B.

EXHIBIT "B"

ARTICLE III, SUBSECTION 3.5 is amended to read as follows:

Roofs on all buildings must be finished with cedar shakes only. No other design or material will be allowed without prior written authority from the Board of Directors and the ACC well in advance of any replacement of existing roofs.

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