

Filed at the request of, and  
when recorded return to:

Sunland Condominium Owners Assn  
PO Box 298  
Sequim, WA 98382

**2022 AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SUNLAND CONDOMINIUM OWNERS ASSOCIATION**

Grantor:	Sunland Condominium Owners Association
Grantee:	The Public
Abbreviated Legal:	Sunland Div. No. 7; Clallam County, Washington
Assessor's Parcel Nos.:	033008540010-3010, -3020, -3030, -3040 033008540020-3010, -3020, 3030 033008540030-3010, -3020, -3030, -3040 033008540040-3010, -3020, -3030, -3040 033008540050-3010, -3020, -3030, -3040 033008540060-3010, -3020, -3030, -3040 033008540070-3010, -3020, -3030 033008540080-3010, -3020, -3030, -3040 033008540090-3010, -3020, -3030, -3040 033008540100-3010, -3020, -3030, -3040 033008540110-3010, -3020, -3030, -3040 033008540120-3010, -3020, -3030, -3040 033008540130-3010, -3020, -3030, -3040, -3050 033008540140-3010, -3020, -3030, -3040 033008540150-3010, -3020, -3030, -3040 033008540160-3010, -3020, -3040
Related Documents:	Original and Amended Declarations: 1973_0428084; 1977_0466385; 1987_0595501; 1990_0627541; 1991_0645964; 1991_0657443; 1994_0710580; 1996_0740734; 1996_0745444; 2006_1188279; 2013_1301539 Original Plat, Survey and amended surveys: 1973_0428081; 1974_0433123; 1978_0484005; 1978_0485863; 1978_0485864; 1979_0496413; 1979_0496834; 1981_0519992; 1981_0521393; 1981_0525388; 1987_0595922

## RECITALS

WHEREAS, the Plat of Sunland Division No. 7, a Planned Unit Development, (hereinafter “Sunland No. 7”) was approved and filed for record in 1973; and

WHEREAS, the original Declaration Submitting Property to the Washington Horizontal Property Regimes Act, Sunland No 7, a Condominium, (hereinafter “the Declaration”), was filed concurrently with the Plat; and

WHEREAS, the Declaration called for the formation of a condominium association to govern Sunland No. 7; and

WHEREAS, the Sunland Condominium Owners Association (hereinafter “the Association”) was incorporated under RCW 24.03 in 1974 in accordance with the Declaration; and

WHEREAS, since 1973 the Association, through its members, has approved numerous amendments to the original Declaration; and

WHEREAS, since 1973 there have been changes to Washington law, see, e.g., RCW 64.34.010 and RCW 64.90.080, which apply to pre-existing condominiums such as Sunland No. 7, which was originally formed under RCW 64.32; and

WHEREAS, each Unit was built with electrical and plumbing systems independent of any other Unit, the Unit boundaries are now clarified to include all interior surfaces and walls, interior pipes, conduits and wires, and any parts of the building contained inside of the siding and roof and exterior perimeter walls, as allowed to be designated by amendment to the Declaration per RCW 64.32.010 (6); and

WHEREAS, since 1973 the original Declarant has transferred responsibility for Sunland No. 7 to the Association; and

WHEREAS, the membership of the Association wishes to amend and restate the Declaration in order to, among other purposes, correct scrivener errors, update the document to reflect current applicable law, eliminate outdated references to the Declarant, and simplify the document by moving certain appropriate provisions to the Association’s Bylaws, which as amended are being approved concurrently by the Board of Directors, with this document;

NOW THEREFORE, having received the requisite votes of the membership of the Sunland Condominium Owners Association, this 2022 Amended and Restated Declaration is approved and effective as of the date of recording of this document with the Clallam County Auditor.

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## **ARTICLE 1 - NAME AND LOCATION**

The name by which this condominium is to be identified is SUNLAND CONDOMINIUM OWNERS ASSOCIATION, hereinafter referred to as “the Association”, located in the County of Clallam, in the State of Washington, 1.5 miles north of the City of Sequim, Washington.

## **ARTICLE 2 - LEGAL DESCRIPTION**

The land on which the buildings, facilities, and improvements, hereinafter described, are located is the real property situated in the county of Clallam, State of Washington, as more particularly described upon Exhibit “A” which is attached hereto and incorporated herein by reference as though fully set forth.

## **ARTICLE 3 - FILING NUMBER OF SURVEY MAP AND PLANS**

The Plat of Sunland, Division 7, together with Engineering Plat and Plans, was filed November 7, 1973, under Auditor’s File No. 428081, Records of Clallam County, Washington. The original survey of Sunland Div. 7 (hereinafter “Survey of Condominium Units”) was recorded in 1974 at Auditor’s File number 433123 and has been amended multiple times since then. The Plat and Surveys are hereby incorporated by reference and are available for review upon request from the Association.

## **ARTICLE 4 - ENCROACHMENTS**

If any portion of the Common Areas and facilities, general or limited, shall encroach upon any condominium unit, or if any such unit shall encroach upon any other unit, or upon any portion of the Common Areas and facilities as a result of construction of or as a result of settling or shifting, a valid easement for the encroachment and its maintenance shall be created and shall exist so long as the structures stand.

## **ARTICLE 5 - DEFINITIONS**

The terms used herein shall have the meanings stated in RCW 64.34, as amended, except as modified or enlarged herein, and as applicable to this Association. Because this Condominium has passed beyond the control of any developer or declarant, limited reference to these two entities is included.

- A. “ARTICLES OF INCORPORATION” shall mean those Articles of Incorporation filed with the Washington Secretary of State on June 10, 1974, creating the Sunland Condominium Owners Association, and as may be amended.
- B. “ASSOCIATION” shall mean the Sunland Condominium Owners’ Association, a Washington Non-Profit Corporation, its successors, and assigns.

- C. “BLOCK” shall mean any of the 16 blocks shown on the Plat together with all appurtenances of said block.
- D. “BOARD” shall mean the Board of Directors of the Association, comprised of members and officers, and with the powers authorized under the Articles of Incorporation.
- E. “BUILDINGS” The buildings shall mean those located on the above-described land which contain 63 residential units. The units are one, two, or three story and are principally of wood construction, all as indicated on the Survey of Condominium Units, and as amended.
- F. “COMMON AREAS” shall mean all portions of the Condominium except the Units. The terms “Community Areas” and Common Elements” as may be used in this document are synonymous with “Common Areas”.
- G. “LIMITED COMMON AREA” shall mean those areas within the Common Area which may be designated from time to time by Board action as allocated to the exclusive use of a particular unit owner, or to the exclusive use of the Association as a corporate entity.
- H. “CORPORATE ACTION” means a corporate resolution of the Association in the form of either a bylaw, or a resolution duly passed by either the Board of Directors of the Association or by the members of the Association in a members’ meeting.
- I. “DECLARATION” shall mean this instrument.
- J. “MEMBERS” shall mean every person or entity who holds a membership alone or in co-ownership in the Association. There shall be but one membership per unit which shall be inseparably appurtenant to each unit.
- K. “OWNER” shall mean the record owner (whether one or more entities) of a fee interest to any unit, but excluding entities having such interest merely as security for the performance of an obligation. Purchasers under real estate contract shall be deemed “owners” as fully as purchasers receiving a deed.
- L. “PLAT” shall mean that certain plat of Sunland Division 7, recorded in Volume 7 of Plats, pages 59 and 60, record of Clallam County, Washington. See Exhibit “A” for full legal description.
- M. “PROPERTIES” shall mean that certain real property described in said Plat together with those certain open space easements in the said Plat and recorded under Auditor’s File No. 428081, records of Clallam County, Washington, together with non-exclusive rights of easement for the purpose of ingress, egress, and access to private and public

roads as described in said Plat, together with non-exclusive easement for purposes of drainage and utilities, all as subject to any restrictions and conditions existing as of the date of April 11, 1977.

- N. “UNIT” means a physical portion of a condominium designated for separate ownership, the boundaries of which are described in the Plat of Sunland Division No. 7, and the Survey of Condominium Units, as noted in Article 3, as amended. The terms “unit” and “block” shall be used in all conveyances, wills, or trust instruments.

#### **ARTICLE 6 - DESCRIPTION OF UNITS**

The location, approximate areas, and number of levels for each unit is as set forth in the Survey of Condominium Units, recorded in Volume 1 of Condominiums, pages 24 through 28, records of Clallam County, Auditor’s File Number 1974\_0433123, as amended, and Exhibit C which are incorporated herein by reference as though fully set forth. The figures for area are approximations only, as provided by statute, and are not intended as precise computations of unit areas. Unit boundaries include all **interior** surfaces and walls, pipes, conduits and wires, and any parts of the building contained inside of the siding and roof and exterior perimeter walls. It also includes the interior doors and all window mechanisms as connected within the exterior perimeter walls. In the case of shared walls, the internal centerline of shared interior walls are considered part of the Unit.

#### **ARTICLE 7 - DESCRIPTION OF COMMON AREAS AND FACILITIES**

The Common Areas consist of all areas except for those designated as Units in Article 6. As allowed in RCW 64.32.010 (6), the Common Areas of the Association include, but are not limited to, the following:

1. Land - the land described in Article 2.
2. Buildings - the roof and shingles, foundation, exterior walls and siding, walkways, decks/patios/courtyards, porches, driveways, and glass portions of windows (as defined in Article 21 Maintenance; in other words, up to the boundaries of the Units as defined in Article 6 of this Declaration.
3. Roadways - the roadways which provide access to the driveways and parking areas assigned to each unit.
4. Greens - the greens and landscaped areas and walkways which surround and provide access to the building or area used for recreational purposes.
5. Parking Spaces – parking spaces, whether assigned to a specific unit (which are considered “Limited Common Areas”) or not assigned to a specific unit.
6. See Article 21 –re responsibility for maintenance of Common Areas.

## **ARTICLE 8 - ACCESS**

Each owner has access from the entryway to the common walks, lawns, and landscaped areas, thence to the common parking spaces and driveways, and thence to the roadway system, and to the public highway. Each owner also has access to the common lawns and landscaped areas.

## **ARTICLE 9 - ENTRY FOR REPAIRS OR EMERGENCY**

Members of the Board or Managing Agent and their agents, when accompanied by a Board Member, may enter any unit, when necessary, in connection with any maintenance emergency, but only for the purpose of facilitating such access and protecting the common property.

## **ARTICLE 10 - PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AND ALLOCATION OF LIMITED COMMON AREAS AND FACILITIES**

The percentage of the individual interest in the general and Limited Common Areas and facilities appertaining to each condominium unit and to its owner, for all purposes, except voting, shall be allocated to each owner of the subject unit as the percentage value of each individual's ownership interest in that unit relates to the total percentage value of the property. Attached hereto, as "Exhibit B" and by this reference incorporated herein and made a part hereof, is a listing of the Limited Common Areas and facilities allocated to each unit. Attached hereto as "Exhibit C" and by this reference incorporated herein and made a part hereof, is a listing of the subject units, and the respective percentage interests of each unit in the total value of the property as well as a description as to how the values are calculated.

## **ARTICLE 11 - SUNLAND GOLF AND COUNTRY CLUB**

Sunland Golf and Country Club, a private non-profit corporation, has an eighteen-hole golf course for use by the Association members and others upon such terms and conditions imposed by the owners of such club and golf course. The said club and golf course are owned by the members of the SunLand Golf and Country Club and is deemed not to be a Common Area or facility owned by the members of this Association or any other Association. At the time of contracting for a purchase of a unit under this Declaration, the purchaser thereof may elect to become a member of the SunLand Golf and Country Club. The SunLand Golf and Country Club reserves the right to reject all applicants after its membership has been filled. Upon electing to become such a member, the purchaser agrees to pay the annual dues and the membership fees to said club as the same is invoiced from time to time. The amount of initial membership fee and the monthly assessments and dues shall be such as are from time to time fixed in the exclusive and sole discretion of SunLand Golf and Country Club. Nothing herein contained shall vest in any unit owner or any Association member an ownership or right in the said club.



**ARTICLE 12 - MEMBERSHIP IN SUNLAND CONDOMINIUM OWNERS  
ASSOCIATION AND SUNLAND OWNERS ASSOCIATION**

Each owner of a condominium unit in Sunland Division 7 shall be deemed a member of the Sunland *Condominium Owners Association* (the Association) and SunLand *Owners Association* (SLOA), non-profit Associations of Washington, ownership of such condominium unit being inseparably appurtenant to membership in said Associations. Each such owner shall pay, in addition to all assessments and other charges as herein provided, annually, such dues and assessments as shall be from time to time fixed by the said Associations. Transfer of ownership of any condominium unit shall likewise be deemed to be a transfer of membership in the Sunland Condominium Owners' Association and SunLand Owners Association, and the Treasurers of said Associations are hereby appointed as attorneys-in-fact for each owner for the purpose of effecting transfer of membership upon the transfer of ownership of a condominium unit.

**ARTICLE 13 - OWNERS SUBJECT TO DECLARATION, BYLAWS,  
AND RULES AND REGULATIONS**

All present and future owners, tenants, and occupants of a unit shall be subject to, and shall comply with the provisions of this Declaration, the Bylaws, and any Rules and Regulations adopted pursuant thereto, or as they may be amended from time to time. The Board shall review the Rules and Regulations in a timely manner for necessary additions and deletions as outlined in the Bylaws. Acceptance of occupancy of any unit shall constitute an acceptance of the provisions of such instruments. The provisions contained in such instruments shall be deemed covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were set forth in each deed, conveyance, or lease thereof.

**ARTICLE 14 - SUNLAND CONDOMINIUM OWNERS ASSOCIATION**

- A. MEMBERSHIP For each unit covered by this Declaration, either initially or by annexation, there shall be but one membership in the Association and said membership shall be automatically held and owned in the same manner as the beneficial fee interest and be inseparably appurtenant to the unit of which it relates. Every person or entity who is an owner of a fee or undivided fee interest in any unit shall be automatically thereby a member of the Association. However, there shall be excluded from membership persons holding merely a security interest in a unit for the performance of an obligation. Membership shall be inseparably appurtenant to and may not be separated from ownership of any unit.
- B. VOTING See Article 16.
- C. EASEMENTS-LIMITATIONS Every member shall have a right of easement of enjoyment in and to the community area and for ingress and egress over and through the community area and such easement shall be inseparably appurtenant and shall pass

with title to every unit, subject to the following provisions and rights which are otherwise hereby granted:

1. FEES The right of the Association by Board action to charge reasonable admission and other fees for the use of any recreational facilities within the community areas.
  2. SUSPENSION-ASSESSMENTS See Article 15.M.
  3. SUSPENSION-VIOLATIONS See Article 15.M.
  4. UTILITIES The right of the Association to exclusive use and management of the community area for utility, utility equipment, supplies, and materials.
  5. LOANS The right of the Association to borrow money (except as otherwise proscribed by other regulations or contracts) for the purpose of improving the area and facilities and in aid thereof to convey a security interest in the community area.
  6. CONVEYANCES The right of the Association to dedicate or transfer any portion of the community area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Association.
  7. LIMITED COMMON AREA The right of designated owners to the exclusive use of limited areas as specified by the Association.
- D. DELEGATION OF RIGHTS Any member may delegate his rights of enjoyment to the Common and Limited Common Area and facilities to the members of owner's family, tenants, or guests.
- E. VEHICLE PARKING AREAS The ownership of each unit shall entitle the owner or owners thereof to the use of the driveway immediately adjacent to each unit and such other parking areas as were specified by Sunland Associates during development period or subsequent Association action.
- F. MEMBERSHIP TRANSFER Membership in the Association shall be inalienable and unencumberable in any way except as an appurtenance to the unit which entitles an entity to membership. Any attempt to make a prohibited transfer of a membership is void and shall not be reflected upon the records of the Association; nor shall the same be recognized by the Association. In the event an owner refuses or neglects to advise the Association of a transfer, the Association may on evidence satisfactory to it, reflect such new transfer upon the books of the Association and recognize as the member the owner's successor or successors to the exclusion of the prior member.

## ARTICLE 15 - ASSESSMENTS

Each unit owner, for themselves and their heirs, successors and assigns, covenants and agrees that each unit shall be subject to annual assessments or charges and certain special assessments for capital improvements in an amount to be determined by the Association in accordance with this instrument and the following provision:

- A. COMMON ASSESSMENTS: Owners are obligated to pay monthly, quarterly, semi-annual, or annual assessments imposed by the Board, the Bylaws, or this Declaration to meet the common expenses of the Association. Assessments shall be pro rata according to the percentage of undivided interest in the Common Area and facilities and Limited Common Areas and facilities owned by each owner. Common expenses may include but need not be limited to, administrative services, premiums on insurance policies of fire and extended coverage upon the property, public liability and property damage, maintenance including landscaping, real and personal property taxes, if any, upon the Common Areas and facilities. Such insurance and the loss provided therefore shall not include the liability for loss of any personal property which may be the property of any of the individual unit owners.
- B. OTHER ASSESSMENTS: Assessments shall be payable in accordance with the Bylaws, and delinquencies may be subject to such penalties as the Board of Directors or Bylaws shall provide. Provided, however, that assessments or portions thereof may be based on a per capita or unit basis when portions of the assessment are composed of a change or improvement which more equitably should be divided and assessed on a per capita basis.
- C. MAINTENANCE RESPONSIBILITIES: See Article 21
- D. ASSESSMENTS-PERSONAL OBLIGATION: Assessments shall be made by Association action setting forth unit numbers and the amounts thereby assessed against the same. Notification of the amount of the assessment shall not be necessary to the validity thereof. There shall also arise a personal obligation upon the owner of each such respective unit as of the date and time of the assessment.
- E. USE OF ASSESSMENTS: Assessments by the Association shall be made to cover, and the proceeds therefrom shall be used for:
1. The cost of repairs, replacement, and maintenance of the community area.
  2. The cost of any recreational facilities as may from time to time be provided.
  3. The cost necessary for the establishment and maintenance of a reserve for non-repetitive replacement items, such as roofs, and road repair. NOTE: Reserve accounts shall be separate and not co-mingled with operating accounts.
  4. The cost of maintaining the exteriors of the units.
- F. ANNUAL ASSESSMENT: Annual assessments shall be fixed by Association action.
- G. ASSESSMENTS PERIOD: Assessments may be made on an annual, semi-annual, quarterly or monthly basis conforming as nearly as possible to a calendar year. Every reasonable effort will be made to give notice of annual assessment prior to the end of the preceding calendar year.
- H. ASSESSMENT-EFFECTIVE DATE: The liability of each member for assessments shall commence on the date upon which any instrument of transfer to such person

becomes operative, and if earlier, the first date of the calendar month following the first occupancy of a unit by an owner. The first payment of a member's annual assessment shall be due and payable on the commencement date and on the first day of each period thereafter. The due date of any special assessment shall be fixed by the Association.

- I. ASSESSMENTS-SPECIAL: In addition to the annual assessments, special assessments applicable to that year only may be made by the Board. Such assessments may be for repairing or maintaining a unit chargeable only to that unit for a failure of the owner to comply with applicable Association requirements. Such assessments may also be for construction, re-construction, repair, or replacement of capital improvements in the community area and related personal property or fixtures. On an emergency basis, special assessments may be made at a special meeting of the members of the Association.
- J. LIENS-ATTORNEY'S FEES: Annual and special assessments, together with interest thereon and costs of collection thereof including reasonable attorney's fees, shall become a lien against each respective unit from the time the first payment thereon becomes due and shall also be the personal obligation of a record owner of each unit. The personal obligation of a record owner of a unit shall not pass to the successor record owner unless expressly assumed by the successor record owner; provided, however, in case of a sale, contract of sale, or assignment of a contract purchaser's interest in any unit then charged with an assessment, the owner of such unit immediately prior to the date of sale, contract of sale or assignment of contract of sale shall be personally liable only for the installments due prior thereto and the successor owner shall be liable for the installments becoming due on or after said date.
- K. INTEREST: If any assessment is not paid in full 30 days after it was first due and payable, assessment shall bear interest on the unpaid portion according to the process set out in the Bylaws.
- L. COLLECTION OF ASSESSMENT: Each Unit Owner hereby grants to the Association the right to bring legal action to collect assessments as a debt or to foreclose the lien for such assessments by legal action and grants to the Association the right to bid in at any foreclosure sale, to purchase the unit thereat and to own, hold, lease, mortgage and sell and convey said unit.
- M. SUSPENSION OF VOTING AND OTHER RIGHTS: In the event any member shall be in arrears in the payment of assessments or is otherwise in violation of the Declaration, Bylaws, and Rules and Regulations of the Association, said member's voting rights and rights to the use of Common Areas and Facilities may be suspended by the Board (except as against foreclosing secured parties) and remain suspended until all arrearages or past-due assessments have been paid and violations corrected otherwise remedied, subject to the Association Bylaws or implementing Rules and

Regulations. No member is relieved of liability for assessments by voluntary non-use of the community area or by abandonment of their unit.

- N. DISCRIMINATION: No action shall at any time be taken with respect to assessments which may unreasonably discriminate against any particular owner in favor of other owners. However, a special assessment may be made against a particular unit in the event that, after notice of failing to maintain the unit thereon in a condition comparable to the remaining units in the development, the Association elects to expend funds to bring the particular assessed unit up to comparable standards.

#### **ARTICLE 16 - VOTING IN SUNLAND CONDOMINIUM OWNERS ASSOCIATION**

- A. VOTE-VALUE: The total voting power of all owners shall be equal to the number of units in the Association and the owner(s) of any individual unit shall be entitled to one (1) vote.
- B. OWNERS MAY VOTE: The fee owners and contract purchasers of units shall constitute the Owners Association and shall be considered owners for the purpose of this Declaration, the Association, the Bylaws, and the Rules and Regulations. If a person, partnership, or corporation owns more than one unit, each entity shall have the votes of each unit owned.
- C. DESIGNATED VOTER: There shall be one voting owner for each unit. The voting owner shall be designated by the owner or owners of each unit by written notice to the Association or Managing Agent. The designation shall be revocable at any time by actual notice. Where no designation is made, or where the designation has been made but is revoked and no new designation has been made, the voting owner of each unit shall be the group composed of all of its owners; and all such owners may be present at any meeting of the voting owners, and if those present act unanimously, the several owners may vote or take any other action as a voting owner.
- D. VOTING METHOD: Votes may be cast using any method authorized under the applicable Washington law and the Association Bylaws.

#### **ARTICLE 17 - MEETINGS, AUDITS**

- A. ANNUAL MEETINGS: There shall be an annual meeting of the owners at such reasonable place and time as may be designated by written notice of the Board, delivered in a manner and within the timeframes authorized under Article 18 and the Association Bylaws. At the annual meeting, there shall be presented an internal audit of the common expenses, itemizing receipts and disbursements for the year to date, the allocation thereof to each owner, and the estimated common expense for the coming year. The Board at any time, or twenty percent (20%) of the owners, upon written request, may require an audit of the Association and management books be presented at any special meeting. A unit owner, at his own expense, may at any reasonable time,

make an audit of the books of the Board, and the Managing Agent if such an agent is utilized. At the end of the fiscal year, a full audit of the books shall be made by a CPA who is not a member of the Association.

- B. SPECIAL MEETINGS: Special meetings of the owners may be called at any time for the purpose of considering matters which, by the terms of the Horizontal Properties Regimes Act, or this Declaration, require the approval of all or some of the owners, or for any other reasonable purpose. Such meeting shall be called by written notice by (1) the President or Chairman, (2) the Managing Agent, (3) a majority of the Board, or (4) owners having one-third (1/3) of the total vote, and the notice must be delivered in a manner and within the timeframes authorized under Article 18 and the Association Bylaws. The notice shall specify the date, time and place of the meeting and, in general, the matters to be considered.

#### **ARTICLE 18 - NOTICES**

- A. PROCEDURE: All notices permitted or required to be delivered to members shall be distributed pursuant to, and within the timelines specified, under applicable Washington law and the Association Bylaws.
- B. SECURED PARTIES: Upon written request therefore, and for a period of three years after such a request, a vendor, mortgagee, or a Deed of Trust beneficiary of any unit shall be entitled to a copy of any notices respecting the units covered by a security instrument until the request is withdrawn or the security right is discharged. Such written request may be renewed an unlimited number of times.

#### **ARTICLE 19 - BYLAWS AND RULES AND REGULATIONS OF SUNLAND CONDOMINIUM OWNERS ASSOCIATION**

The Board of Directors shall adopt and amend the Bylaws for the management and administration of the property and may adopt and amend Rules and Regulations governing the conduct of the unit owners and their invitees. Administration and enforcement of the Bylaws and Rules and Regulations shall be under the direction of the Board of Directors elected from among the owners. The Board shall, in turn, elect among themselves a President, Vice President, and a Secretary-Treasurer, or a Secretary and Treasurer. The Board may provide for the management of the property by Manager or Managing Agent selected for that purpose.

## ARTICLE 20 - REGULATIONS OF USES; ARCHITECTURAL UNIFORMITY

- A. USES: The buildings and units shall be used for single family residential purposes only and for common social, recreational, or other reasonable uses incident to such use, and also for such other additional or entirely different uses or purposes as are from time to time deemed appropriate by the Board. Units may be used for the purpose of operating the Sunland Condominium Owners Association, if required.
- B. PASSENGER VEHICLE PARKING: Parking spaces are restricted to use of parking of motor vehicles. Other items of equipment may be kept therein subject to the Rules and Regulations of the Board.
- C. DRIVES AND WALKS: Common drives and walks shall be used exclusively for normal transit and no obstructions shall be placed thereon except by express written consent of the Board.
- D. UPKEEP AND MAINTENANCE RESPONSIBILITY See Article 21.
- E. EXTERIOR APPEARANCES: In order to preserve a uniform exterior appearance to the buildings, the Board shall prescribe the type and color of paint for buildings, lanais, decks, fences, mailbox housings, or patios; and it shall regulate and control any modification or decoration of the buildings, lanais, decks, or patios. This power of the Board extends to screens, doors, awnings, or other visible portions of each building.
- F. FIRE AND INSURANCE RISKS: Nothing shall be done or kept in any unit or in the Common Area which will increase the rate of insurance on the Common Area or buildings without the prior written consent of the Board. No owner shall permit anything to be done or kept in his unit or in the Common Areas which result in cancellation of insurance on any unit or any part of the Common Areas or which would be in violation of any law. No waste or negligent damage to real or personal property shall be committed in the Common area of any unit. No trash, debris, or other waste shall be placed in the Common Area.
- G. ANTENNAS, TV, RADIO, OR SIGNS: No sign, radio, television dish, or other antenna of any kind shall be displayed to the public view on or from any unit or the Common Area without the prior written consent of the Board.
- H. ANIMALS-PETS: No animals, livestock or poultry of any kind shall be raised or kept in any unit or in the Common Area except common household pets, subject to the Rules and Regulations adopted by the Board or the Bylaws of the Association.
- I. NOXIOUS ACTIVITIES: No noxious or offensive activities shall be carried on in any unit or Common Area, nor shall anything be done therein which may be, or become, an annoyance or nuisance to other owners.

- J. ALTERATIONS: Nothing shall be altered or constructed upon or removed from the Common Area, except upon the written consent of the Board.
- K. RULES AND REGULATIONS: The Board is empowered to pass, or state, detailed administrative Rules and Regulations necessary or convenient to ensure compliance with the general guidelines of this Article and to regulate the general conduct of owners and their use of the units.
- L. VIOLATIONS: Violation of such rules as are furnished in writing to the owners are punishable according to paragraph M, this section.
- M. FINES: The Association may, after notice and an opportunity to be heard by the Board, levy reasonable fines in accordance with a previously established schedule thereof adopted by the Board and furnished to the owners for violations of the Declaration, Bylaws, and Rules and Regulations of the Association.

## **ARTICLE 21 – MAINTENANCE RESPONSIBILITIES**

- A. COMMON AREAS: All Common Areas are the Association's responsibility. The Association shall without limitation maintain and otherwise manage all of the community areas, including the landscaping, parking areas, streets and recreational facilities, roofs, and exteriors of the buildings, located outside of the Unit boundaries as defined in Article 6, with the exception of window and door cleaning, and shall conduct such additional maintenance as may be determined by the Association.
- B. LIMITED COMMON AREAS:
- Owners or occupants are responsible for the care and housekeeping maintenance of their Unit's allocated Limited Common elements, including landscaping, planting, weeding, feeding, insecticide treatments, etc.
  - The Association will repair all damage to Limited Common areas, such as, but not limited to: walkways, patios, decks, porches, driveways, and the glass in windows (except as a result of golf ball breakage), provided the Board determines such damage was not caused by the intentional or negligent act or omission of the owner(s) or their invitees or licensees.
- C. UNIT MAINTENANCE: Owners shall maintain their units in the same condition as a reasonably prudent homeowner would maintain their own home. Maintenance of the interior of the Units as defined in Article 6 shall be the sole obligation and expense of the owners thereof. The exterior maintenance or repair is provided by the Association as noted in Article 21A above. Exterior structural and pest damage repair not caused by owner or occupant shall be provided by the Association. The sewer system and



water systems of each Unit are separately maintained by the Sunland Water and Sewer District and are the responsibility of the Owner.

- D. **LANDSCAPE IRRIGATION AND DRAINAGE:** The Irrigation system and the proper drainage of surface water is the Association's responsibility.
- E. **MAINTENANCE OF MODIFIED AREAS:** The Owner is responsible for the upkeep, repair or replacement for equipment or structures or modifications to or within all Common and Limited Common areas **added or altered by the Owner after the original construction**, unless the Board provides an exception in writing. Approval must be granted by the Board of Directors for all modifications or additions to Common and Limited Common Areas, as noted in Article 20. Examples of these are, **but not limited to**, sunrooms, skylights, heat pumps, sump pumps, planters, fences, gates, and decks.

## **ARTICLE 22 - ASSOCIATION LIENS**

- A. **LIEN CREATED:** The Association has the power, and hereby subjects all lots to the power of the Association, to create a lien in favor of the Association against each unit to secure to the Association the payment to it of all assessments, interest, costs, and attorney's fees. The said lien for each said respective unit when created shall be a security interest in the nature of a mortgage in favor of the Association. Said lien shall arise automatically in accordance with the terms of this Declaration. Said lien shall expire periodically also in accordance with the terms of this Declaration.
- B. **EXEMPTIONS:** The holder of a first mortgage or Deed of Trust or second mortgage or Deed of Trust given to secure payment of the purchase price of a unit shall not, by reason of the security interest, be liable for the payment of any assessment or charge as to such unit, nor for the observance or performance of any covenant or restriction, excepting only those enforceable by equitable relief and not requiring the payment of money and except as hereinafter provided.
- C. **RIGHTS DURING FORECLOSURE:** During the pendency of any proceeding to foreclose the first mortgage or deed of trust or second mortgage or deed of trust given to secure payment of the purchase price of a unit including any period of redemption, the holder of such mortgage or deed of trust, or the receiver, if any, may exercise any or all of the rights and privileges of the owner of the encumbered unit, including but not limited to the right to vote as a member of the Association to the exclusion of the owner's exercise of such rights and privileges.
- D. **DUTIES AFTER FORECLOSURE:** At such time as said mortgage or deed of trust holder shall become the record owner of the unit, holder shall be subject to all of the terms and conditions of this instrument, including those creating the obligation to pay for all assessments and charges accruing as to the said unit in the same manner as any other owner.

- E. LIEN EXTINGUISHED: Said mortgage or deed of trust holder or other secured party acquiring title to an encumbered unit through foreclosure, suit, deed of trust sale, deed in lieu of foreclosure or equivalent method, shall acquire title to the encumbered unit free and clear of any lien authorized by the arising out of any of the provisions of this instrument insofar as said lien secures the payment of any assessment or charge, installment accrued but unpaid before the final conclusion of any such proceeding including the expiration date of any period of redemption. The Association by Association action may treat any unpaid assessment against the unit foreclosed against as a common expense in which case it shall prorate such unpaid assessment among remaining units and each such unit shall be liable for its prorate share of such expense in such manner as any other assessment.
- F. FORECLOSURE-SURVIVAL OF DEBT: Any unpaid assessments shall, regardless of the foreclosure of any security interest in a unit, nevertheless continue to exist and remain as a personal obligation of the owner against whom the same accrued and the Association shall use reasonable efforts to collect the same from the owner even after he is no longer a member.
- G. SUBORDINATION: The liens for assessments provided for in this instrument shall be subordinate to the lien of any mortgage, deed of trust, or other security interest placed upon a unit as a construction loan security interest or as a purchase price security interest, and the Association will, upon demand, execute a written subordination document to the particular superior security interest. Sale of any unit or interest therein shall not affect the liens therein provided for in this instrument except as otherwise specifically provided for herein, and in case of a transfer of a unit for purposes of realizing a security interest, liens shall arise against the unit for any assessment payments coming due subsequent to the date of completion of foreclosure, to and including the date of redemption.
- H. SECURITY DEPOSITS - RECURRING DELINQUENCY: In the event there should be a recurring delinquency in the payment of any assessment or assessments as the same become due and payable by a condominium unit owner or owners, the Association may, in its discretion, pursuant to the Rules and Regulations which from time to time may be fixed by the Board of Directors pursuant to the Bylaws, require such owner(s), from time to time, to make security deposits not to exceed three (3) months estimated monthly assessments, which security deposit shall be held in a separate fund, credited to such member, and resort made thereto at any time such member(s) become ten (10) days or more delinquent in the paying of the delinquent monthly assessment or assessments.

## **ARTICLE 23 – SUBDIVISION OR CONSOLIDATION OF UNITS**

No subdivision or combination of any unit or units, the Common Area or facilities or Limited Common Area or facilities shall be allowed, except as provided in Article 28, Amendments to Declarations, at a meeting called upon notice for that stated purpose. If so approved, any such subdivision or consolidation shall be the subject of a recorded revised plat and floor plan consistent therewith, and such subdivision or consolidation shall not be effective for any purpose until it is of record.

## **ARTICLE 24 - ANNEXATION OF ADDITIONAL LAND**

Additional land, which need not be contiguous, but which must be not more than one mile distant from the present boundaries of the properties, may be brought within the jurisdiction of the Association. The Association in its Articles of Incorporation and Bylaws shall provide for annexation.

## **ARTICLE 25 - SERVICE OF PROCESS**

Service of process may be made upon the President of the Association. Government agencies having authority for the control of housing, sanitation and the like may contact the Association through the parties named in this paragraph. The Board of the Association may at any time designate a new or different person or agency for such purposes by filing an amendment to this Declaration limited to the sole purpose of making such change, and such amendment need only be signed and acknowledged by the then President of the Association.

## **ARTICLE 26 - INVALIDITY**

The invalidity of any provision of this Declaration shall not affect in any manner the validity or enforceability of the remainder of this Declaration, and the other provisions of this Declaration shall continue in effect as if such invalid provision had never been included therein.

## **ARTICLE 27 - WAIVER**

No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may have occurred.

## **ARTICLE 28 - AMENDMENT TO DECLARATION**

This Declaration may be amended, consistent with RCW 64.32.090(13), by the concurring vote, either in person, by proxy, or by absentee ballot, of not less than sixty (60%) percent of the owners of units within the Sunland Condominium Owners Association at an annual or special meeting called for that purpose, notice of which meeting has been given in manner and within the timeframes authorized under Article 18 and the Association Bylaws, EXCEPT THAT, pursuant any amendment altering the value of the property and of each unit and the

percentage of undivided interest in the Common Areas and facilities shall require ninety (90%) consent of all unit owners as well as the approval of any particularly affected unit owner.

### **ARTICLE 29 - PRE-EXISTING RESTRICTIONS**

The properties covered by this Declaration, to the extent that they may be already affected by covenants, conditions, and restrictions, are submitted without the said burdens being previously removed and to the extent that the same are valid, they shall continue despite this Declaration.

### **ARTICLE 30- MANAGEMENT AGREEMENTS**

Each owner expressly covenants that the Association may enter into management agreements for the Common and Limited Common areas, and all functions related thereto, with such entities as the Association deems fit and proper, and each owner is bound to observe the terms and conditions of any such management agreement. Any such management agreement shall be available for inspection by any member upon request.

### **ARTICLE 31 - RESALE OF UNIT**

- A. RESALE CERTIFICATE: A unit owner must request from the Association Treasurer and furnish to a purchaser before execution of any contract of sale of a unit, or otherwise before conveyance, a copy of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, and a Resale Certificate, based on the books and records of the Association and the actual knowledge of the person signing the certificate, containing the requirements of RCW 64.34.425, as amended.
- B. RESALE CERTIFICATE SIGNATURE: The Association, within 10 days of a request by the unit owner, shall furnish a certificate containing the information required under RCW 64.34.425. A unit owner must sign the certificate, but he or she is not liable to the purchaser for any erroneous information provided by the Association and included in the certificate unless, and to the extent the unit owner had actual knowledge thereof.
- C. ASSESSMENT LIABILITY: A purchaser is not liable for any unpaid assessment or fee against the unit as of the date of the Certificate greater than the amount set forth in the Resale Certificate prepared by the Association unless, and to the extent, such purchaser had actual knowledge thereof. A unit owner is not liable to a purchaser for the delay or failure of the Association to provide the certificate in a timely manner, but the purchaser's contract is voidable by the purchaser until the certificate has been provided and for five (5) days thereafter right of rescission or until conveyance, whichever occurs first.

- D. RESALE CERTIFICATE FEES: The Board is authorized to charge a reasonable fee, not to exceed the maximum allowed under RCW 64.34.425, to the owner for preparation of the Resale Certificate. A copy of the current form for the Resale Certificate can be obtained from the Association Treasurer.

### **ARTICLE 32 - RESERVE ACCOUNT; RESERVE STUDIES**

- A. The Board of Directors shall establish a Reserve Account pursuant to RCW 64.34.380 through 64.34.392 for the purpose of funding major maintenance, repair, and replacement of common elements, including limited common elements that will require major maintenance, repair or replacement within ~~thirty~~ twenty-five (25) years for composite roofs and fifty years (50) for tile roofs.
- B. Contributions in the form of Reserve Account Special Assessments to owners of units shall be established by the Board of Directors annually as set forth in the Bylaws.
- C. Reserve monetary accounts shall be separate and not co-mingled with operating accounts.
- D. All financial accounting of reserve funds shall be kept in accordance with the Bylaws and Generally Accepted Account Principles (GAAP). The Reserve monetary accounts shall be subject to annual audit as well as operating funds.
- E. Surplus operating funds shall be transferred to the Reserve Accounts annually per the Bylaws Article XIV Section H.
- F. Pursuant to RCW 64.90.080 and RCW 64.90.545, unless the cost of a reserve study or update exceeds ten percent of the Association's annual budget, the Association will prepare and update a reserve study in accordance with Ch. 64.90 RCW. The initial reserve study will be prepared by a reserve study professional based on that reserve study professional's visual site inspection of completed improvements or a review of plans and specifications of or for unbuilt improvements, or both when construction of some but not all of the improvements is complete. An updated reserve study will be prepared annually. An updated reserve study will be prepared at least every third year by a reserve study professional and based upon a visual site inspection conducted by the reserve study professional.

**Sunland Condominium Owners Association**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its President

Date \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its Secretary

Date \_\_\_\_\_

State of Washington    )  
  ) ss.  
County of Clallam        )

On this \_\_\_\_ day of \_\_\_\_\_, 2022 before me personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me known to be the President and Secretary, respectively, of Sunland Condominium Owners Association that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Association for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Notary Public in and for the State of Washington residing at  
\_\_\_\_\_

**Original page with signatures on file with Secretary of the Board of Directors.**

## **EXHIBIT A - LEGAL DESCRIPTION; PLAT BOUNDARY**

This plat of SUNLAND DIVISION NO. 7 embraces that portion of the south half (S ½) of the NW ¼ of Section 8, Township 30 North, Range 3 West of W.M., in Clallam County, Washington, described as follows:

Commencing at the west quarter corner of said section; thence Due NORTH along the west line of said section 854.00 feet; thence N 85°10'00" E 30.11 feet to the POINT OF BEGINNING on the easterly margin of Sequim-Dungeness Road; thence along said easterly road margin by the following courses and distances: Due NORTH 93.80 feet, N 5°42'38" E 201.00 feet, and Due NORTH 123.00 feet: thence Due EAST 520.00 feet; thence S 86°11'05" E 431.66 feet; thence Due EAST 392.00 feet; thence S 4°14'35" E 341.21 feet; thence S 89°21'00" W 164.00 feet; thence N 82°23'57" W 152.99 feet; thence N 85°50'00" W 156.00 feet; thence S 85°10'00" W 920.00 feet to the POINT OF BEGINNING.





## EXHIBIT B - ALLOCATION OF LIMITED COMMON AREAS TO EACH UNIT

NOTE: See Exhibit A of the Bylaws for any Board-approved additions or changes made by Owner(s) to Limited Common Areas listed herein that result in a change in Maintenance responsibilities from the Association to the Owner.

<u>Unit Address/Identity</u>	<u>Description of Limited Common Areas (from 2016 Bylaws)</u>
108 A (T-1)	Driveway to street intersection. Pathway to courtyard inside fence. Deck on north side.
108 B (T-2) 108 C (T-3)	Driveway to street intersection. Pathway to courtyard inside fence. Deck on north side.
108 D (T-4)	Driveway to street intersection. Pathway to courtyard inside fence. Deck on north side.
116 A (S-1)	Driveway to street. Pathway to entry and fenced deck. Deck on north side.
116 B (S-2)	Driveway to street. Pathway to and including courtyard to entry. Deck on north side.
116 C (S-3)	Driveway to street. Pathway to and including courtyard to entry. Deck on north side.
116 D (S-4)	Driveway to street. Pathway to west side. Deck on northside.
117-A	Driveway to turnaround. Two car parking area adjacent. Pathway to entry. Deck on south side.
117-B	Driveway to turnaround. Pathway to entryway. Deck on south side.
117-C	Driveway to turnaround. Pathway to entryway. Deck on south side.
117-D	Driveway to turnaround plus paved parking pad. Pathway to entry area paved patio. Deck on south side.
119-A	Cement driveway to turnaround. Pathway to courtyard and entry deck on south and east side
119-B	Driveway to street. Pathway to courtyard inside fence. Deck on south side.
119-C	Driveway to street. Pathway to courtyard inside fence. Deck on west side plus west side planting area. Deck on back.
121 (A) R-1	Driveway to street. Path to patio and deck on east and south side. Path to entry. Fenced deck on north.
121 (B) R-2	Driveway to street. Path to entry. Fenced deck on north by entry. Deck on south side.
121 (C) R-3	Driveway to street. Path to entry. Fenced deck on north by entry. Deck on south side.

121 (D) R-4	Driveway and parking pad to street. Pathway to entry and fenced (walled) deck by entry. Deck on south and west.
125-A	Driveway to street. Path to entry separated by planter boxes common to 125-A and B. Deck on south side.
125-B	Driveway to street. Path to entry separated by planter boxes common to 125-A and B. Deck on south side.
125-C	Driveway to street. Path to entry separated by planter boxes common to planter boxes in common with units 125-C and D; Deck on south side.
125-D	Driveway to street. Path to entry separated by planter boxes common to planter boxes in common with units 125-C and D ;Deck on south side.
126 A (C-1)	Driveway to street. Path to courtyard inside fence. Deck on north. Path on east side.
126 B (C-2)	Driveway to street. Path to courtyard inside fence. Deck on north. Path on east side.
126 C (C-3)	Driveway to street. Path to courtyard inside fence. Deck on north. Path on east side.
126 D (C-4)	Driveway to street. Path to courtyard inside fence. Deck on north. Path on east side.
133-A	Driveway to street. Path to entry separated by planter boxes common to 133-A and B. Deck on south side.
133-B	Driveway to street. Path to entry separated by planter boxes common to 133-A and B. Deck on south side.
133-C	Driveway to street. Path to entry separated by planter boxes common to planter boxes in common with units 133-C and D; Deck on south side.
133-D	Driveway to street. Path to entry separated by planter boxes common to planter boxes in common with units 133-C and D; Deck on south side.
134 A (D-1)	Driveway to street. Pathway and courtyard inside fence. Upper deck and lower cotillion Northside.
134 B (D-2)	Driveway to street. Pathway and courtyard inside fence. Upper deck and lower cotillion Northside.
134 C (D-3)	Driveway to street. Pathway and courtyard inside fence. Upper deck and lower cotillion Northside.
137 A (L-1)	Driveway to street. Pathway to and including fenced-in courtyard, including plantings. Porch and pathway on east side. Deck on south side.
137 B (L-2)	Driveway to street. Pathway to and including enclosed courtyard and entryway. Deck on south side.

137 C (L-3)	Driveway to street. Pathway to and including enclosed courtyard and entryway. Deck on south side.
137 D (L-4)	Driveway to street. Path to and including fenced courtyard and entryway. Covered porch on west side. Deck on south side.
138	Driveway to street. Pathway to and including courtyard inside fence and entryway. Upper deck and lower patio on north side.
140	Driveway to street. Pathway to and including courtyard inside fence and entryway. Upper deck and lower patio on north side.
142 A (E-1)	Driveway to street. Pathway to and including courtyard inside fenced and entryway. Upper deck and lower deck on north side.
142 B (E-2)	Driveway to street. Pathway to and including courtyard inside fenced and entryway. Upper deck and lower deck on north side.
142 C (E-3)	Driveway to street. Pathway to and including courtyard inside fenced and entryway. Upper deck and lower deck on north side.
142 D (E-4)	Driveway to street. Pathway to and including courtyard inside fenced and entryway. Upper deck and lower deck on north side.
143	Driveway to street to and including courtyard inside fence and entryway. Patio on south side.
145	Driveway to street. Pathway to and including fenced courtyard and entryway. West side patio east of cotillion fence. Driveway (cement). Path to and including courtyard. Deck on south side.
147	Driveway (cement). Courtyard from centerline east. Deck on south side.
148 A (F-1)	Driveway to street. Pathway to and including courtyard inside fence. Upper deck wrap around north and east side. Lower patio north side.
148 B (F-2)	Driveway to street. Pathway to and including courtyard inside fence and entryway. Upper deck and lower patio on north side.
148 C (F-3)	Same as above
148 D (F-4)	Same as above
149	Driveway (cement). Courtyard from centerline west. Deck on south side.
151	Cement driveway north to dirt. Also, from centerline of pathway east to building and north to dirt or street, whichever comes first. Upper and lower deck and patio on south side.
153	Cement driveway to street. West line of garage to street. West side of pathway centerline of building to include entryway. Upper and lower deck and patio on south side.

155	Cement driveway north to street. West of above centerline of pathway and entryway, including plantings, to building. Upper and lower deck and patio on <b>south</b> side.
156 A (G-1)	Driveway to street. Pathway to and including fenced in courtyard and entryway. Upper deck and lower patio on north side.
156 B (G-2)	Driveway to street. Pathway to and including fenced in courtyard and entryway. Upper deck and lower patio on north side.
156 C (G-3)	Driveway to street. Pathway to and including fenced in courtyard and entryway. Upper deck and lower patio on north side.
156 D (G-4)	Driveway to street. Pathway to and including fenced in courtyard and entryway. Upper deck and lower patio on north side.
157	Driveway to street. Pathway and entry to including planting area west of path. Upper and lower deck on south (patio area maybe when complete.)
159	Driveway to street. Pathway to include entryway. Also, south and east of path. Decks and patios on south side.
161	Driveway to street. Path and entryway include plantings south and west of path. Pathway middle section is common to unit 159 above. Upper deck and lower patio on south side.
163	Driveway to street. Pathway west side and entryway, and any future planting area west of path after landscaping finished. Deck and patios on north side.

## EXHIBIT C - PERCENTAGE OF INTEREST

As required by Article 10 of this Declaration, the following method of calculations was used to evaluate each unit's percent of interest of the total value of the property.

1. The Units were classified into four categories, namely:
  - (1) category 'A', the outside bluff units.
  - (2) category 'B', the inside bluff side units.
  - (3) category 'C', the outside fairway units, and
  - (4) category 'D', the inside fairway units.
  
2. Values per Square Foot:
  - Category 'A' units were valued at \$60.00 per square foot for main floors. Second floors or basements were valued at \$45.00 per square foot, and garages at \$30.00 per square foot.
  - Category 'B' units were valued at \$57.00 per square foot main floor, \$42.75 per square foot for second floors and basements, and \$28.50 per square foot for garages.
  - Category 'C' units have the same value as Category 'B' units.
  - Category 'D' units were valued at \$54.00 per square foot for main floors, \$40.50 per square foot for basement or second floors and \$27.00 for garages.

The calculations for each unit by Block Number, position in Block, and category is as shown in the following table.

NOTE –

- The A,B,C,D in column 1 does not indicate Unit # in address - it indicates the categorization per Paragraph 1 above
- The lot number in column 1 does not correspond to the address in any way on the North side of the complex

**EXHIBIT C - PERCENTAGE OF INTEREST  
(continued)**

<u>Unit No/Type</u>	<u>County Plat Maps</u>	<u>Address</u>	<u>Area - sqft Main Floor</u>	<u>Value Main Floor</u>	<u>Area - sq ft 2nd Floor and/or Basement</u>	<u>Value 2nd floor/ Basement</u>	<u>Area - sq ft Garage</u>	<u>Value - Garage</u>	<u>Total Unit Value</u>	<u>Percentage of Total Value (Ownership Interest)</u>	<u>Total Square Feet</u>
1-1 / C	Block 1 Unit 1	117A	1,119	\$ 63,783	142	\$ 6,071	441	\$ 12,569	\$ 82,422	1.3545%	1,702
1-2 / D	Block 1 Unit 2	117B	781	\$ 42,174	439	\$ 17,780	254	\$ 6,858	\$ 66,812	1.0980%	1,474
1-3 / D	Block 1 Unit 3	117C	781	\$ 42,174	439	\$ 17,780	254	\$ 6,858	\$ 66,812	1.0980%	1,474
1-4 / C	Block 1 Unit 4	117D	1,119	\$ 63,783	142	\$ 6,071	441	\$ 12,569	\$ 82,422	1.3545%	1,702
2-1 / C	Block 2 Unit 1	119A	1,363	\$ 77,691		\$ -	470	\$ 13,395	\$ 91,086	1.4969%	1,833
2-2 / D	Block 2 Unit 2	119B	1,411	\$ 76,194		\$ -	470	\$ 12,690	\$ 88,884	1.4607%	1,881
2-3 / C	Block 2 Unit 3	119C	1,363	\$ 77,691		\$ -	470	\$ 13,395	\$ 91,086	1.4969%	1,833
3-1 / C	Block 3 Unit 1	121A	885	\$ 50,445	286	\$ 12,227	466	\$ 13,281	\$ 75,953	1.2482%	1,637
3-2 / D	Block 3 Unit 2	121B	792	\$ 42,768	240	\$ 9,720	224	\$ 6,048	\$ 58,536	0.9620%	1,256
3-3 / D	Block 3 Unit 3	121C	792	\$ 42,768	240	\$ 9,720	224	\$ 6,048	\$ 58,536	0.9620%	1,256
3-4 / C	Block 3 Unit 4	121D	885	\$ 50,445	286	\$ 12,227	241	\$ 6,869	\$ 69,540	1.1428%	1,412

<u>Unit No/Type</u>	<u>County Plat Maps</u>	<u>Address</u>	<u>Area - sqft Main Floor</u>	<u>Value Main Floor</u>	<u>Area - sq ft 2nd Floor and/or Basement</u>	<u>Value 2nd floor/ Basement</u>	<u>Area - sq ft Garage</u>	<u>Value - Garage</u>	<u>Total Unit Value</u>	<u>Percentage of Total Value (Ownership Interest)</u>	<u>Total Square Feet</u>
4-1 / C	Block 4 Unit 1	125A	1,279	\$ 72,903		\$ -	441	\$ 12,569	\$ 85,472	1.4047%	1,720
4-2 / D	Block 4 Unit 2	125B	1,172	\$ 63,288		\$ -	441	\$ 11,907	\$ 75,195	1.2358%	1,613
4-3 / D	Block 4 Unit 3	125C	1,172	\$ 63,288		\$ -	441	\$ 11,907	\$ 75,195	1.2358%	1,613
4-4 / C	Block 4 Unit 4	125D	1,163	\$ 66,291		\$ -	441	\$ 12,569	\$ 78,860	1.2960%	1,604
5-1 / C	Block 5 Unit 1	133A	1,163	\$ 66,291		\$ -	441	\$ 12,569	\$ 78,860	1.2960%	1,604
5-2 / D	Block 5 Unit 2	133B	1,172	\$ 63,288		\$ -	441	\$ 11,907	\$ 75,195	1.2358%	1,613
5-3 / D	Block 5 Unit 3	133C	1,172	\$ 63,288		\$ -	441	\$ 11,907	\$ 75,195	1.2358%	1,613
5-4 / C	Block 5 Unit 4	133D	1,163	\$ 66,291		\$ -	441	\$ 12,569	\$ 78,860	1.2960%	1,604
6-1 / C	Block 6 Unit 1	137A	1,397	\$ 79,629		\$ -	458	\$ 13,053	\$ 92,682	1.5232%	1,855
6-2 / D	Block 6 Unit 2	137B	1,151	\$ 62,154		\$ -	468	\$ 12,636	\$ 74,790	1.2291%	1,619
6-3 / D	Block 6 Unit 3	137C	1,151	\$ 62,154		\$ -	468	\$ 12,636	\$ 74,790	1.2291%	1,619
6-4 / C	Block 6 Unit 4	137D	1,440	\$ 82,080		\$ -	458	\$ 13,053	\$ 95,133	1.5634%	1,898

<u>Unit No/Type</u>	<u>County Plat Maps</u>	<u>Address</u>	<u>Area - sqft Main Floor</u>	<u>Value Main Floor</u>	<u>Area - sq ft 2nd Floor and/or Basement</u>	<u>Value 2nd floor/ Basement</u>	<u>Area - sq ft Garage</u>	<u>Value - Garage</u>	<u>Total Unit Value</u>	<u>Percentage of Total Value (Ownership Interest)</u>	<u>Total Square Feet</u>
7-1 / C	Block 7 Unit 1	143	1,377	\$ 78,489		\$ -	494	\$ 14,079	\$ 92,568	1.5213%	1,871
7-2 / C	Block 7 Unit 2	145	1,363	\$ 77,691		\$ -	494	\$ 14,079	\$ 91,770	1.5082%	1,857
7-3 / C	Block 7 Unit 3	147	1,150	\$ 65,550		\$ -	441	\$ 12,569	\$ 78,119	1.2838%	1,591
8-1 / C	Block 8 Unit 1	149	1,150	\$ 65,550		\$ -	441	\$ 12,569	\$ 78,119	1.2838%	1,591
8-2 / C	Block 8 Unit 2	151	1,210	\$ 68,970	868	\$ 37,107	465	\$ 13,253	\$ 119,330	1.9611%	2,543
8-3 / D	Block 8 Unit 3	153	1,210	\$ 65,340	868	\$ 35,154	465	\$ 12,555	\$ 113,049	1.8579%	2,543
8-4 / C	Block 8 Unit 4	155	1,243	\$ 70,851	1,243	\$ 53,138	465	\$ 13,253	\$ 137,242	2.2555%	2,951
9-1 / C	Block 9 Unit 1	157	1,511	\$ 86,127	574	\$ 24,539	504	\$ 14,364	\$ 125,030	2.0548%	2,589
9-2 / D	Block 9 Unit 2	159	1,511	\$ 81,594	1,154	\$ 46,737	480	\$ 12,960	\$ 141,291	2.3220%	3,145
9-3 / D	Block 9 Unit 3	161	1,511	\$ 81,594	1,154	\$ 46,737	480	\$ 12,960	\$ 141,291	2.3220%	3,145
9-4 / C	Block 9 Unit 4	163	1,511	\$ 86,127	574	\$ 24,539	504	\$ 14,364	\$ 125,030	2.0548%	2,589
10-1 / A	Block 10 Unit 1	156D	1,204	\$ 72,240	496	\$ 22,320	458	\$ 13,740	\$ 108,300	1.7798%	2,158
10-2 / B	Block 10 Unit 2	156C	1,151	\$ 65,607	461	\$ 19,708	468	\$ 13,338	\$ 98,653	1.6213%	2,080
10-3 / B	Block 10 Unit 3	156B	1,151	\$ 65,607	461	\$ 19,708	468	\$ 13,338	\$ 98,653	1.6213%	2,080
10-4 / A	Block 10 Unit 4	156A	1,204	\$ 72,240	496	\$ 22,320	458	\$ 13,740	\$ 108,300	1.7798%	2,158



<u>Unit No/Type</u>	<u>County Plat Maps</u>	<u>Address</u>	<u>Area - sqft Main Floor</u>	<u>Value Main Floor</u>	<u>Area - sq ft 2nd Floor and/or Basement</u>	<u>Value 2nd floor/ Basement</u>	<u>Area - sq ft Garage</u>	<u>Value - Garage</u>	<u>Total Unit Value</u>	<u>Percentage of Total Value (Ownership Interest)</u>	<u>Total Square Feet</u>
11-1 / A	Block 11 Unit 1	148D	1,204	\$ 72,240	821	\$ 36,945	458	\$ 13,740	\$ 122,925	2.0202%	2,483
11-2 / B	Block 11 Unit 2	148C	1,151	\$ 65,607	461	\$ 19,708	468	\$ 13,338	\$ 98,653	1.6213%	2,080
11-3 / B	Block 11 Unit 3	148B	1,151	\$ 65,607	461	\$ 19,708	468	\$ 13,338	\$ 98,653	1.6213%	2,080
11-4 / A	Block 11 Unit 4	148A	1,204	\$ 72,240	821	\$ 36,945	458	\$ 13,740	\$ 122,925	2.0202%	2,483
12-1 / A	Block 12 Unit 1	142D	1,204	\$ 72,240	496	\$ 22,320	458	\$ 13,740	\$ 108,300	1.7798%	2,158
12-2 / B	Block 12 Unit 2	142C	1,151	\$ 65,607	461	\$ 19,708	468	\$ 13,338	\$ 98,653	1.6213%	2,080
12-3 / B	Block 12 Unit 3	142B	1,151	\$ 65,607	461	\$ 19,708	468	\$ 13,338	\$ 98,653	1.6213%	2,080
12-4 / A	Block 12 Unit 4	142A	1,204	\$ 72,240	496	\$ 22,320	458	\$ 13,740	\$ 108,300	1.7798%	2,158
13-1 / A	Block 13 Unit 1	140	1,329	\$ 79,740	583	\$ 26,235	503	\$ 15,090	\$ 121,065	1.9896%	2,415
13-2 / A	Block 13 Unit 2	138	1,329	\$ 79,740	583	\$ 26,235	503	\$ 15,090	\$ 121,065	1.9896%	2,415
13-3 / A	Block 13 Unit 3	134C	1,348	\$ 80,880	550	\$ 24,750	498	\$ 14,940	\$ 120,570	1.9815%	2,396
13-4 / B	Block 13 Unit 4	134B	1,424	\$ 81,168	980	\$ 41,895	498	\$ 14,193	\$ 137,256	2.2557%	2,902
13-5 / A	Block 13 Unit 5	134A	1,348	\$ 80,880	908	\$ 40,860	498	\$ 14,940	\$ 136,680	2.2462%	2,754

<u>Unit No/Type</u>	<u>County Plat Maps</u>	<u>Address</u>	<u>Area - sqft Main Floor</u>	<u>Value Main Floor</u>	<u>Area - sq ft 2nd Floor and/or Basement</u>	<u>Value 2nd floor/ Basement</u>	<u>Area - sq ft Garage</u>	<u>Value - Garage</u>	<u>Total Unit Value</u>	<u>Percentage of Total Value (Ownership Interest)</u>	<u>Total Square Feet</u>
14-1 / A	Block 14 Unit 1	126D	1,293	\$ 77,580		\$ -	500	\$ 15,000	\$ 92,580	1.5215%	1,793
14-2 / B	Block 14 Unit 2	126C	1,340	\$ 76,380		\$ -	480	\$ 13,680	\$ 90,060	1.4801%	1,820
14-3 / B	Block 14 Unit 3	126B	1,206	\$ 68,742		\$ -	491	\$ 13,994	\$ 82,736	1.3597%	1,697
14-4 / A	Block 14 Unit 4	126A	2,069	\$ 124,140		\$ -	500	\$ 15,000	\$ 139,140	2.2866%	2,569
15-1 / A	Block 15 Unit 1	116D	1,525	\$ 91,500		\$ -	364	\$ 10,920	\$ 102,420	1.6832%	1,889
15-2 / B	Block 15 Unit 2	116C	1,228	\$ 69,996		\$ -	390	\$ 11,115	\$ 81,111	1.3330%	1,618
15-3 / B	Block 15 Unit 3	116B	1,228	\$ 69,996		\$ -	390	\$ 11,115	\$ 81,111	1.3330%	1,618
15-4 / A	Block 15 Unit 4	116A	1,345	\$ 80,700		\$ -	364	\$ 10,920	\$ 91,620	1.5057%	1,709
16-1 / A	Block 16 Unit 1	108D	1,292	\$ 77,520		\$ -	480	\$ 14,400	\$ 91,920	1.5106%	1,772
16-2 / B	Block 16 Unit 2	108C	1,247	\$ 71,079		\$ -	480	\$ 13,680	\$ 84,759	1.3929%	1,727
16-3 / B	Block 16 Unit 3	108B	1,202	\$ 68,514	496	\$ 21,204	480	\$ 13,680	\$ 103,398	1.6993%	2,178
16-4 / A	Block 16 Unit 4	108A	1,448	\$ 86,880		\$ -	480	\$ 14,400	\$ 101,280	1.6645%	1,928
<b>Totals</b>				\$ 4,461,261		\$ 822,139		\$ 801,486			125128
									\$6,084,886	100%	