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ARTICLE I  
DEFINITIONS

The following words, when used in this Declaration and in any Declaration of Amendment, unless otherwise provided, shall have the following meanings:

Section 1.1. "Articles" shall mean the Articles of Incorporation of the Association which have been filed in the office of the Secretary of State of the State of Washington, as such Articles may be amended from time to time.

Section 1.2. "Association" shall mean WINDSOR PARK HOMEOWNERS' ASSOCIATION, a Washington nonprofit corporation, its successors and assigns.

Section 1.3. "Board of Directors" or "Board" shall mean the Board of Directors of the Association.

Section 1.4. "Bylaws" shall mean the Bylaws of the Association, as such Bylaws may be amended from time to time.

Section 1.5. "Capital Improvement Assessment" shall mean a charge against each Owner and his Lot, representing a portion of the cost to the Association for installation or construction of any capital improvements on any of the Common Areas, including landscaping, which the Association may from time to time authorize in accordance with Section 4.5 of this Declaration.

Section 1.6. "Committee" or "Architectural Control Committee" shall mean the Architectural Control Committee formed pursuant to Article IX of this Declaration.

Section 1.7. "Common Areas" shall mean: (a) those portions of the Property over which the Association has an easement for maintenance and repair, (b) the landscaped islands at the entrances to the Property, (c) the landscaped areas outside the fence that runs along Bostian Road (75th Avenue S.E. and 224th Street S.E.), including the lighting and irrigation systems thereon or therein, (d) community identification signage and the brick walls at the two entrances to the Property, and (e) any portion of the Property which is restricted to a use or uses beneficial to the Owners in common.

Section 1.8. "Common Assessments" shall mean the annual charge against each Owner and his Lot, representing a portion of the total ordinary costs of operating the Association and maintaining, operating, improving, repairing, replacing and managing the Common Areas, which charge shall be paid by each Owner to the Association to satisfy Common Expenses as further provided herein.

Section 1.9. "Common Expenses" shall mean the actual and estimated costs of: maintenance, management, operation, repair and replacement of the Common Areas (including unpaid Special Assessments, Capital Improvement Assessments and those costs not paid by the Owner responsible for payment); the costs of all commonly metered utilities and other commonly metered charges for the Property; costs of management and administration of the Association, including, but not limited to, reasonable compensation paid by the Association to managers, accountants, attorneys and other employees; the costs of all services benefitting the Common Areas; insurance, bonding, if any, of the members of the management body, taxes and assessments paid by the Association and amounts paid by the Association for discharge of any lien or encumbrance levied against the Common Areas; and the costs of any other item or items designated by the Association for any reason in connection with the Property to be for the benefit of all of the Owners.

Section 1.10. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Windsor Park, as it may be amended from time to time as provided herein.



Mortgagee of such interest in such Lot. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association.

Section 2.6. Voting Rights. Owners shall be entitled to one vote for each Lot owned. When more than one person or entity owns an interest in any Lot, the vote for that Lot shall be exercised as the Owners 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. The voting rights of any Owner may be suspended as provided for in this Declaration, the Articles and the Bylaws of the Association.

### ARTICLE III MANAGEMENT BY BOARD

Section 3.1. Authority and Term. All administrative power and authority shall vest in a Board of three directors who shall be Members of the Association. The terms of the Board shall be staggered so that one Member of the Board of Directors is elected each year and each Director serves a three year term.

Section 3.2. Powers. All powers of the Board must be exercised in accord with the rights and duties set forth in this Declaration and in accord with the specifications, if any, which are set forth in the Bylaws. The Board, for the benefit of all the Properties and the Lot Owners, shall enforce the provisions of this Declaration and the Bylaws. In addition to the duties and powers imposed by the Bylaws and any resolution of the Association that may be hereafter adopted, the Board shall have the power and be responsible for the following, in way of explanation but not limitation:

(a) Insurance. Obtain policies of general liability insurance and, if available at a reasonable cost, directors' and officers' liability insurance.

(b) Legal and Accounting Services. Obtain legal and accounting services if necessary to the administration of Association affairs, administration of the Common Areas, or the enforcement of this Declaration.

(c) Maintenance. Pay all costs of maintaining the Common Areas and Common Maintenance Areas.

(d) Maintenance of Lots. If necessary, maintain any Lot if such maintenance is reasonably necessary in the judgment of the Board to (1) protect Common Areas and Common Maintenance Areas or (2) to preserve the appearance and value of the Properties or Lot. The Board may authorize such maintenance activities if the Owner or Owners of the Lot have failed or refused to perform maintenance within a reasonable time after written notice of the necessity of such maintenance has been delivered by the Board to the Owner or Owners of such Lot, provided that the Board shall levy a special assessment against the Owner or Owners of such Lot for the cost of such maintenance.

(e) Discharge of Liens. The Board may also pay any amount necessary to discharge any lien or encumbrance levied against the entire Properties or any part thereof which is claimed or may, in the opinion of the Board, constitute a lien against the Properties or against the Common Areas rather than merely, against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such liens, they shall be jointly and severally liable for the cost of discharging it and any costs or expenses, including reasonable attorneys' fees and costs of title search incurred by the Board by reason of such lien or liens. Such fees and costs shall be assessed against the Owner or Owners of the Lot responsible to the extent of their responsibility.

(f) Utilities. Pay all utility charges attributable to Common Areas and Common Maintenance Areas. Authorize the installation of utility or service lines which the Board deems to be in the best interest of the Association.