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Attn: Dale Griffiths, Secretary

FAIRWAY VILLAGE HOMEOWNERS ASSOCIATION

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VANCOUVER WA 98683

AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR FAIRWAY VILLAGE

GRANTOR(S):	FAIRWAY VILLAGE HOMEOWNERS ASSOCIATION, a Washington nonprofit corporation
GRANTEE(S):	FAIRWAY VILLAGE HOMEOWNERS ASSOCIATION, a Washington nonprofit corporation; THE GENERAL PUBLIC
REFERENCE NOS. OF RELATED DOCUMENTS:	5202046, 5989467

**AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR FAIRWAY VILLAGE**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Fairway Village ("the CC&Rs") is made this 3rd day of November, 2023 by Fairway Village Homeowners Association ("Association").

RECITALS

WHEREAS, on January 15, 1982, a certain "DECLARATION OF CONDITIONS AND RESTRICTIONS FOR TUALATIN DEVELOPMENT CO. INC.", was recorded in the real property records of Clark County at Auditor's File No. 8201150123 (re-recorded May 19, 1982 at Auditor's File No. 8205190055 in Clark County, Washington State (the "Original Declaration"). The Original Declaration was subsequently amended by instruments recorded at Auditor's File Nos. 8903100111, 9305190031, 9611080215, and 3135319; and 5989467.

WHEREAS, the Original Declaration was amended and restated on December 17, 2003 when an instrument titled "2003 AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FAIRWAY VILLAGE" was recorded at Auditor's File No. 3767817 (as amended, the "2003 Amended and Restated Declaration"). The 2003 Amended and Restated Declaration was subsequently amended by instruments recorded at Auditor's File Nos. 4403754 and

WHEREAS, the 2003 Amended and Restated Declaration was further amended and restated on August 10, 2015 when an instrument titled "AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FAIRWAY VILLAGE" was recorded at Auditor's File No. 5205046 (as amended, the "2015 Amended and Restated Declaration") in Clark County, Washington State. The 2015 Amended and Restated Declaration was subsequently amended by an instrument recorded at Auditor's File No. 5989467 in Clark County, Washington State; and

WHEREAS, the 2015 Amended and Restated Declaration has served to direct the Fairway Village Homeowners Association (the "Association") in meeting the purposes for which it was created, including to operate, govern and administer a 55-and-over planned development and association of owners, and to promote the upkeep of property and harmony amongst residents within Fairway Village. However, through its experience administering the Association pursuant to the terms of the Original Declaration, the 2003 Amended and Restated Declaration, and the 2015 Amended and Restated Declaration, the Board has concluded that improvements and amendments are necessary to better meet the purposes for which the Association is organized. Furthermore, the subsequent amendments to the 2015 Amended and Restated Declaration render it cumbersome as a reference tool and Board and Owner resource; and

WHEREAS, in order to incorporate a variety of improvements and to improve the Declaration as

Amended & Restated CC&Rs
for Fairway Village Homeowners Association

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a reference document, the Association Board and membership have consented to amend and restate the 2015 Amended and Restated Declaration, including all amendments thereto, the result of which is this Amended and Restated Declaration; and

WHEREAS, this Amended and Restated Declaration shall not act to add, remove or modify any of the Lots, Units, Condominium Units, Common Areas and Facilities or other real or personal property identified in or added to the Fairway Village development by any of the recorded instruments identified above or in any recorded plat or survey map applicable to or incorporated within such instruments.

WHEREAS, consistent with the requirements of Section 8.2 of the 2015 Amended and Restated Declaration, not less than 51% of the total voting power in the Association approved the amendments herein;

NOW THEREFORE, the undersigned President and Secretary of the Association certify and attest that the 2015 Amended and Restated Declaration, as amended (which completely amended and restated the Original Declaration and 2003 Amended and Restated Declaration as amended) has been completely amended and restated in its entirety, as follows:

DEFINITIONS

“Association” shall mean and refer to “Fairway Village Homeowners Association,” a non-profit Washington corporation, incorporated on August 26, 1983, its successors and assigns.

“Associate Member” shall mean and include every Occupant who is not an Owner, but who has been approved by the Board for occupancy as an Associate Member.

“Board” shall mean and refer to the Board of Directors of Fairway Village Homeowners Association.

“Bylaws” shall mean that recorded instrument duly adopted by the Association pursuant to applicable state and federal laws that establish the governance and operation of the Association as a corporation, including but not limited to election of officers, terms of service, rights, limits of authority and ability and means to amend them.

“CC&Rs” or “Declaration” shall mean The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Fairway Village as stated in this document as recorded in the real property records of Clark County.

“Common Areas and Facilities” or “Common Areas” shall mean and include all of the land described in that certain deed from Declarant to the Association, recorded January 9, 1995, under Auditor’s File No. 9501090175, official records of Clark County Auditor, together with all improvements, recreational and maintenance facilities located thereon, provided, however, that this term shall not include the general and limited Common Areas and facilities located within Fairway View Condominium Association.

“Condominium Association” shall mean and refer to the “Fairway View Condominium Association,” the condominium sub-association organized and empowered by its Governing Documents to manage the affairs of Fairway View. The Condominium Association is a sub-association within the Fairway Village Homeowners Association, and Units within Fairway View are subject to this Declaration, as it may be amended in the future, and Owners of such Units are members of the Fairway Village Homeowners Association.

“Condominium Unit” shall mean and refer to a residential condominium located within Fairway View, including its undivided interest in the Common Areas and facilities and all easements and rights appurtenant thereto.

“Declarant” shall collectively mean and refer to the original developer, Tualatin Development Co., Inc., and to Hayden Corporation, d.b.a. Hillman Properties Northwest, Inc., successor as developer to said Tualatin Development Co., Inc.

“Fairway View” shall mean and refer to those certain residential Condominium Units located within Fairway Village, together with all general and limited Common Areas and facilities and all easements and rights appurtenant thereto, as more particularly designated and described in the Declaration of Covenants, Conditions and Restrictions and Reservations, Fairway View Condominiums 1-18 recorded May 11, 1989, under File No. 8905110002, official records of Clark County Auditor, having been heretofore developed pursuant to the provisions of Chapter 64.32, Revised Code of Washington, commonly known as The Horizontal Property Regimes Act.

“Fairway Village” shall mean and refer to that certain real property situated in Clark County, Washington, as more particularly described in the plat thereof recorded in Book H, Page 167, of plats, official records of the County, and all plats contiguous heretofore made applicable of record, either by declaration of the Declarant or by imposition in conveyances by Declarant of the individual Lots or Condominium Units in such plats, which plat, Lots and Condominium Units, individually and collectively, as hereinafter referred to as “Fairway Village.”

“Governing Documents” shall mean this Declaration, commonly referred to as “the CC&Rs,” the Bylaws, the Articles of Incorporation, plat maps, and Rules and Regulations duly adopted by the Association pursuant to applicable federal and state laws.

“Guest” shall mean a person residing temporarily in any Fairway Village Unit with a qualified Occupant in residence.

“House Sitter” shall mean a person engaged by a Proprietary Member to reside temporarily in any Unit to care for the Proprietary Member’s Lot while the Proprietary Member is not in residence.

“Lot” shall mean and include any residential Lot located within Fairway Village, including the improvements constructed thereon, but shall not include the Condominium Units in Fairway View.

“Occupant” shall mean any person actually residing in any Unit within Fairway Village, but shall not include a Guest, House Sitter, or live-in caregiver or healthcare provider who is not a related party.

“Owner” shall mean and include every Owner of record, whether one or more persons or entities, of the fee simple title to any Lot or Condominium Unit within Fairway Village, including contract purchasers, but excluding those holding such title merely as security for the performance of an obligation.

“Passenger Vehicles” shall mean cars, minivans, station wagons, sport utilities and pickup trucks designed and used principally to transport people. Vehicles displaying advertising, names, etc., motorcycles, bicycles, golf carts, motorbikes, boats, trailers, buses and construction equipment are not considered Passenger Vehicles.

“Proprietary Member” shall mean and include every Owner of a Lot or Condominium Unit, whether or not approved by the Board to occupy such premises.

“Recreational Vehicle” includes, without limitation, camper-trailers, mobile homes, motor homes, “fifth wheelers” and other similar such vehicles or trailers, whether motorized or not.

“Rules” or “Rules and Regulations” shall mean any rules or regulations adopted by the Board pursuant to the Washington State HOA Act (R.C.W. 64.38) or this Declaration and published to the Unit Owners including, but not limited to rules, regulations, resolutions, fine schedules, fee schedules, hearing procedures, collection policies or enforcement policies.

“Unit” shall mean both an individual residential Lot and a Condominium Unit.

SECTION 1 – LAND USE

1.1 **LAND USE.** The location of the golf course, all Lots, Condominium Units, easements, recreational and maintenance areas shall be as specified in the various Fairway Village and Fairway View plats heretofore recorded in the official records of the Clark County Auditor. All Lots, Units, Condominium Units, Common Areas and Facilities and any other real property specified in such plats are subject to this Declaration as it may be hereafter amended. Only single-family dwellings, with attached garages, shall be permitted on any residential Lot in Fairway Village and only Condominium Units, with attached or detached garages, shall be permitted in Fairway View. No structure of a temporary character shall be erected or maintained on any Lot or on any part of Fairway Village.

1.2 NOXIOUS OR OFFENSIVE ACTIVITIES PROHIBITED. No noxious or offensive activities shall be carried out on or in any Lot or Common Area, nor shall anything be done or placed on any Lot or Area which interferes with or jeopardizes the enjoyment of such Lots or the Common Areas, or which is a source of annoyance to residents. No unlawful use shall be made of a Lot nor any part thereof, and all valid laws, zoning ordinances and regulations of all government bodies having jurisdiction thereof, shall be observed.

1.3 EASEMENTS.

1.3.1 SLOPE AND DRAINAGE EASEMENTS. The Owner or Occupant of a Lot shall permit access by the Owner or Occupant of an adjoining Lot to slopes or drainage ways on the property of the former to maintain slopes or drainage facilities for the protection and use of such adjoining Lot. No Owner or Occupant shall block or otherwise interfere with the established drainage pattern over his or her land from or to adjacent land.

1.3.2 UTILITY EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved under and upon the exterior 6 feet of the front and rear boundary lines of all Lots (excluding Fairway View Condominiums) for the laying, constructing, renewing, operating and maintaining, distribution and transmission, of overhead and underground utilities. Such easements may also be reserved over other portions of certain Lots, as shown on the recorded plat. Within the easements, no structure, planting or other material shall be placed or maintained that may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

1.3.3 HOMEOWNER ASSOCIATION EASEMENTS. Maintenance easements for the brick and concrete block walls located on the perimeter of the property are granted to Fairway Village Homeowners Association and its agents, contractors and employees for the purpose of accessing and maintaining these walls and the landscaping adjacent to them. Landscaping and improvements located within the easements shall be maintained, repaired, installed and replaced in a manner that the Board of Directors determines to be appropriate or necessary.

1.4 PRIVATE USE. The Clubhouse and its facilities, including the adjacent swimming pool and deck area but excluding the Golf Shop and Golf Shop Patio are intended for the exclusive use of Owners and their invited guests only.

SECTION 2 – PROPERTY RESTRICTIONS

2.1 RESIDENTIAL USE. Units shall only be used for residential purposes. A home-based business is allowed to the extent that only normal residential activities would be observable outside of the Unit and that the activities would not violate applicable local ordinances.

2.2 MAINTENANCE OF STRUCTURE AND GROUNDS. Each Owner shall maintain such Owner's Lot and improvements thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire or safety hazard. Such maintenance shall include painting, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, walks and

other exterior improvements and glass surfaces. In addition, each Owner shall keep all shrubs, trees, grass, artificial turf and plantings of every kind of such Owner's Lot neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. Damage caused by vandalism or acts of nature shall be repaired within a reasonable period of time.

2.2.1 Residential Interior maintenance or renovation does not fall in the purview of the CC&R's except those regulations that affect the Fairway View Condominiums.

2.3 ALTERATIONS AND ADDITIONS. No exterior alteration or addition shall be made to any premises, including walls, fences, and buildings without prior review pursuant to Section 5 of this Declaration. Any changes made to the exterior of a property without prior review may be in violation of the Declaration and subject to corrective action by the Board.

2.3.1 Existing Property Owners "Grandfather Clause"

1. Exemption for Pre-existing Projects: Any property owner who purchased their property prior to the implementation of these CC&R's shall be exempt from any requirement that would compel them to remove or alter previously approved projects, improvements, or structures on their property due to changes made within this updated document or the Rules and Regulations Manual.
2. Maintenance and Repair: Property owners covered under the grandfather clause shall have the right to maintain, repair, and replace pre-existing projects, improvements, or structures on their property, even if such actions would otherwise be restricted under the CC&R's, as long as the changes do not significantly deviate from the original approved plans.
3. Non-Expansion: Property owners covered under the grandfather clause shall not be permitted to expand or enlarge their pre-existing projects, improvements, or structures beyond their original approved size or scope, as defined at the time of their installation or construction.
4. Transfer to New Owners: If a property owner covered by the grandfather clause sells their property, the new owner inherits the exemption status for pre-existing projects, improvements, or structures, as long as the property remains intact and changes are within the scope of the original approvals.
5. Compliance with Safety Regulations: Property owners under the grandfather clause must comply with safety regulations and building codes mandated by authorities, regardless of exemption status. Safety concerns may require modifications or alterations to pre-existing projects.

2.3.2 Security bars on windows may only be installed on the inside.

2.3.3 Ramps and railings are subject to review pursuant to Section 5 of this Declaration in advance of construction and must conform to the requirements in Rules and Regulations established by the Board.

2.4 FENCES, HEDGES AND WALLS.

2.4.1 No hedge, fence, temporary fence, wall or other structure shall be altered, constructed or allowed to exist anywhere on a Lot without prior review pursuant to Section 5 of this Declaration.

2.4.2 Walls and fences are the responsibility of the Owners of the land they sit upon.

2.4.3 Installation and maintenance of retaining walls that are required and have been reviewed pursuant to Section 5 of this Declaration, due to topographic conditions of individual Lots, are the sole responsibility of the Owner and are to be aesthetically incorporated into the landscaping of the Lot.

2.4.4 Privacy Screens and Privacy Enclosures for Hot Tubs: All privacy screening and enclosures require review and may not exceed 6' in height or current City of Vancouver code.

2.5 LANDSCAPING AND MAINTENANCE.

2.5.1 All Lots shall be landscaped and maintained to harmonize with the general patterns of others in the community as established at the sole discretion of the Association.

2.5.2 All landscaping or any other exterior improvement or alteration shall be in compliance with these CC&Rs and Rules and Regulations established by the Board. If major landscaping, including trees, shrubs, and water features, constitutes at least 50% of the visible landscaping from a street or Common Area, its removal or re-installation requires prior review as outlined in Section 5 of this Declaration. The 50% calculation excludes driveways, sidewalks, and the home itself, focusing only on landscaped areas. Plantings that are not permitted because of their undesirable nature shall be specified in Rules and Regulations adopted by the Board.

2.6 **TREES.** No tree within Fairway Village shall be removed, damaged or excessively trimmed or pruned without prior review pursuant to Section 5 of this Declaration. The review may require a written statement from a licensed arborist certifying that a tree should be severely trimmed, pruned or removed for the protection of persons or property.

2.7 **ROOFS AND EXTERIOR PAINT COLOR.** No roof shall be replaced with other than like material and color and no structure shall be repainted with other than like color without prior review pursuant to Section 5 of this Declaration.

2.8 SIGNS.

2.8.1 No signs, except a security system sign issued by the installer, or a "No Soliciting" sign if the Owner desires, or any political sign protected by law, shall be erected or displayed upon any Lot. Political Signs must be sized and placed in conformance with Rules and Regulations established by the Board and must be removed within 3 days of election. No sign shall be permanently placed on Common Areas except by the Association.

2.8.2 Permission shall not be required for one (1) temporary sign of the size currently in use by local real estate brokers advertising the property for sale. The sign shall be removed within two weeks of the closing date of the sale.

2.8.3 One sign advertising a moving or estate sale may be posted on the property, excluding directional signs. All signs must be removed upon completion of the estate or moving sale. See Section 2.11 for requirements for estate or moving sales.

2.8.4 Contractor signs are allowed during construction only and must be removed within two weeks of completion of the project. Allowable size and location for such signs are specified in Rules and Regulations established by the Board.

2.9 PARKING. In keeping with the desired aesthetics of the community, parking in Fairway Village is restricted to garages, driveways, streets, and the Clubhouse parking area.

2.9.1 Only Passenger Vehicles may be parked in the driveway. Vehicles may not overhang on the sidewalk right-of-way.

2.9.2 Parking in the condominium areas is controlled by the Condominium Association's Governing Documents and Rules and Regulations.

2.9.3 The clubhouse parking area is restricted to vehicles operated by persons using the Clubhouse or golf facilities, or by special permit from the Association office.

2.9.4 Parking of Recreational Vehicles on the street is allowed for the purpose of loading or unloading only for a period not to exceed three (3) days, unless displaying a temporary RV parking permit from the City of Vancouver.

2.9.5 No major repair, construction or reconstruction of a vehicle shall be undertaken except in a garage.

2.9.6 Parking of construction equipment is permitted on an Owner's Lot for the duration of a project.

2.9.7 Owners may not expand their driveways to provide additional parking without prior review pursuant to Section 5 of this Declaration.

2.10 ANIMALS.

2.10.1 A maximum of two (2) household pets, defined as dogs, cats or birds, are allowed. Household pets may not be bred or maintained for a commercial purpose. Dogs and cats must be licensed as required by the City of Vancouver. No poultry or other livestock of any type is allowed.

2.10.2 Dogs shall be confined to the Owner's property unless on a controlled leash. Only service animals are permitted on the golf course, in the clubhouse or swimming pool area.

2.10.3 Owners of pets and service animals are required to remove excrement deposited by their animals. No pet or service animal shall be permitted to become a nuisance, a source of annoyance or a threat to other residents.

2.11 MOVING, ESTATE, YARD OR GARAGE SALES. Within 90 days of moving in or upon the relocation or death of an Occupant, a moving or estate sale not to exceed three (3) days' duration will be allowed. Directional signs are allowed only on the day(s) of the sale and are to be removed promptly at the end of the day. All merchandise is to be contained within the house, garage and driveway. Garage sales are only permitted as part of the Board-approved annual neighborhood sale.

2.12 MISCELLANEOUS.

2.12.1 All yard and patio ornamentation shall be regulated as described in Rules and Regulations established by the Board.

2.12.2 Garbage and other waste shall be kept in sanitary containers away from public view and disposed of regularly.

2.12.3 Drying lines or apparatus shall be screened from public view.

2.12.4 Placement of one freestanding flagpole not to exceed 15 feet in height is allowed with location subject to prior review pursuant to Section 5 of this Declaration. Height restriction may be waived by the Board based on unique and reasonable circumstances.

2.12.5 An Owner may erect or maintain a television or radio receiving or transmitting antenna, satellite dish or similar implement upon any Unit only in such a way so as the apparatus is erected and maintained in a reasonable manner to minimize the impact on the Unit's appearance consistent with providing optimal reception. No satellite dish with a diameter exceeding one (1) meter (or 39 inches) will be permitted. This section of the Declaration has been designed and is intended to comply with applicable regulations and decisions of the Federal Communications Commission ("FCC") regarding Over-the-Air Reception Devices ("OTARD"), 47 C.F.R. Section 1.4000 and shall be construed in accordance with applicable OTARD regulations as they may be amended from time to time or interpreted by the FCC or courts of appropriate jurisdiction.

2.12.6 Exterior lights shall be positioned or shaded to avoid being a nuisance to neighbors.

2.12.7 No exterior speakers or other sound devices, except those used for security purposes, shall be used on any Unit unless positioned or controlled to avoid being a nuisance to neighbors.

2.12.8 All driveways, all concrete sidewalks and the exterior of each house shall be kept free of moss and accumulated debris. Application of sealants, special finishes, artwork or ornamentation to concrete surfaces is subject to Rules and Regulations established by the Board.

2.12.9 No planting or structure shall obstruct a driver's lines of sight at roadway intersections or driveways.

SECTION 3 – OCCUPANCY OF UNITS

3.1 QUALIFIED OCCUPANTS. Fairway Village is a 55-and-over community and at least one resident of each Unit must be fifty-five (55) years of age or older, unless one of the Occupants is a surviving spouse or domestic partner, or unless granted a waiver by the Board. All qualified Occupants are subject to membership requirements as stated in Section 6. Residents under the age of 18 are not allowed.

Only qualified Occupants, their Guests and House Sitters may occupy a Unit. A qualified Occupant is:

- A person who is fifty-five (55) years of age or older.
- A surviving spouse or domestic partner under the age of 55.
- A person eighteen (18) years of age or older residing in the Unit with a person who meets one of the two criteria above. A variance is required for two (2) or more persons qualifying under this category.

The Board reserves the right to grant exceptions, variations, waivers or consent to the prohibitions against occupancy of an Owner's Unit for a live-in caretaker, aide, or health care worker, and to adopt Rules and administrative procedures consistent to ensure fair and timely review of Owners' requests. All such requests will be considered with regard to the requirements of, and with full compliance with, applicable law or requirement to accommodate.

3.2 GUESTS. Guests over the age of 18 may reside in a Unit no more than 30 days in a calendar year unless a variance is requested and granted by the Board. Such a variance may be for no more than an additional 30 days (total 60 days in a calendar year). Except for golfing facilities, a Guest may not use any facility unless accompanied by a qualified Occupant. Under no circumstances may a clubhouse key or access device be given or loaned to a Guest. Guests are subject to all Rules and Regulations established by the Board governing the facilities.

After residency for sixty (60) days in a calendar year, a Guest eighteen (18) years of age or older must apply for Associate Membership and pay an assessment.

Visits by Guests under eighteen (18) years of age beyond thirty (30) days require a variance from the Board, which can be for no more than an additional thirty (30) days.

3.3 HOUSE SITTERS. House Sitters during the absence of the Occupant must be twenty-five (25) years of age or older unless granted a variance by the Board. House Sitters must be registered (including beginning and ending dates) at the Association office; proof of age is required. A variance is required for a stay of more than sixty (60) days in a calendar year. A House Sitter may not be a renter, lessee, or sub-lessee. House Sitters have the same status as Guests. See Section 3.2 (Guests) regarding use of facilities and Associate Membership.

3.4 RENTING OR LEASING.

3.4.1 No Unit may be leased or rented except as provided below:

- On November 11, 1996 (the "Effective Date"), certain rental restrictions became effective within Fairway Village by the recording of an amendment to the Original Declaration for Fairway Village, which amendment was recorded at Clark County Auditor's File No. 9611080215. On the Effective Date, any unit being rented or leased was permitted to continue to be rented or leased until such Unit was sold or its title was

otherwise transferred. The recording of this Amended and Restated Declaration shall not alter the exception granted to Units that were rented on the Effective Date and which have not been sold or otherwise conveyed since the Effective Date; Owners of such Units may continue to rent or lease until they sell or otherwise convey their Units.

- A Proprietary Member may rent or lease a Unit or portion thereof to any person meeting occupancy requirements, provided the Proprietary Member also occupies the Unit during the term of the rental or lease agreement. The Proprietary Member must submit a Membership Application and pay an assessment for the renter/lessee.
- A Unit acquired by inheritance may be rented or leased by an heir to any person meeting occupancy requirements for no longer than two years after transfer of the Unit to the heir(s).

3.4.2 A Proprietary Member may request an exception, variance, waiver or consent pursuant to Section 4 based on special circumstances not generally applicable to all Proprietary Members.

3.4.3 All renters and lessees shall conform with and be governed by Section 3: Occupancy of Units and Section 6: Membership and Assessments.

3.4.4 When renting or leasing a Unit, the Proprietary Member shall present to the renter or lessee a copy of these CC&Rs, Bylaws and Rules and Regulations established by the Board.

3.4.5 Proprietary Members shall obtain from the renter or lessee a written agreement that the renter or lessee will abide by all the governing documents and other Association Rules and Regulations. A copy of this agreement shall be submitted to the Association office when the rental or lease agreement is executed as a prerequisite to the renter or lessee applying for Associate Membership.

SECTION 4 – GRANTS OF WAIVERS OR CONSENTS

4.1 The Board shall have jurisdiction and authority to grant or extend any exception, variance, waiver or consent under any of the foregoing Sections 1 through 3 inclusive. However, with respect to Fairway View, the authority to grant or extend any exception, variance, waiver or consent to its own Declaration or Rules and Regulations shall remain with the Board of Directors of the Fairway View Condominium Association.

4.1.1 Any Owner has the right to appeal a decision rendered by the CC&R Committee to the Board of Directors. To file an appeal, an Owner must provide a written request for a hearing to the Board within 10 days of receiving the decision of the CC&R Committee.

4.1.2 In recognition of the unique circumstances that may arise within our community and in order to promote fair and reasonable solutions while maintaining the integrity of our common areas, the BOD may grant case-by-case waivers when an inadvertent encroachment on common area may occur. These waivers will be established with a memo of understanding and any associated legal cost will be borne by the encroaching party.

4.2 The granting or refusal to grant or extend an exception, variance, waiver or consent shall not be deemed a waiver or forfeiture of either the Board's jurisdiction and authority to grant or refusal to grant or extend an exception, variance, waiver or consent in subsequent applications.

4.3 The foregoing delegation of authority to the Fairway View Condominium Association shall not be construed as exempting that Association from full compliance with the intent and purposes expressed in this Declaration.

SECTION 5 – ENFORCEMENT

5.1 **RIGHTS OF ACTION.** Each Owner and Occupant shall comply strictly with the provisions of this Declaration, the Bylaws and the Rules and Regulations of the Board adopted pursuant thereto, as they may be lawfully amended from time to time, and the decisions of the Board. Failure to comply with any of the foregoing shall be grounds for an action to recover sums due, damages, fines and injunctive relief, or any or all of them maintainable by the Board on behalf of the Association or by an aggrieved Owner. In any action to enforce this Declaration or related to any alleged breach or default of any Owner, or other party, under the Governing Documents, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs. Reports of Non-Compliance with the Governing Documents should be submitted using the guidelines in the Rules and Regulations.

5.2 **RIGHT TO NOTICE AND OPPORTUNITY TO BE HEARD.** The Board shall, by Rule, create procedures to provide Owners with Notice and Opportunity to be Heard regarding non-compliance with the Governing Documents consistent with the Washington State HOA Act (R.C.W. 64.38), this Declaration and the Bylaws.

5.3 **FAILURE OF BOARD TO INSIST ON STRICT PERFORMANCE NO WAIVER.** The failure of the Board in any instance to insist upon the strict compliance with this Declaration or the Bylaws or Rules of the Association, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition, or restriction. The receipt by the Board of payment of an Assessment of an Owner, with knowledge of a breach or non-compliance by the Owner, shall not be a waiver or ratification of the breach or non-compliance. No waiver by the Board of any requirement shall be effective unless expressed in writing and signed for the Board.

5.4 **COMMITTEES.** The Board may appoint one or more committees, including but not limited to a CC&R or compliance committee, to review and process requests for prior review of modifications to the exterior or landscaping of any Unit as provided in this Declaration, as well as allegations of non-compliance, and to assist the Board in discharging certain functions under this Declaration. Any committee that will have or exercise any authority of the Board shall include at least two directors.

SECTION 6 – MEMBERSHIP AND ASSESSMENTS

6.1 **PROPRIETARY MEMBERS.** Each Owner shall be a Proprietary Member and subject to the Governing Documents and Rules and Regulations established by the Board. The purchaser in a contract for the purchase and sale of a Unit shall be deemed the Owner of such Unit for these purposes.

6.1.1 **VOTING.** Each Unit is entitled to one (1) vote. This vote can only be cast by a Proprietary Member.

6.1.2 **LIABLE FOR DAMAGES.** Proprietary Members are liable for any damages to the Association's real or personal property caused by the Proprietary Member, the member's renter or lessee, Guest, House Sitter, employee or agent and are at all times responsible for the appearance of the Proprietary Member's Unit.

6.1.3 **TERMINATION OF MEMBERSHIP.** The right and privileges of Proprietary Membership shall terminate when the holder of any such membership ceases to qualify as an Owner.

6.2 **ASSOCIATE MEMBERS.** Each Occupant of a Unit not eligible for Proprietary Membership, but who satisfies the membership requirements of the governing documents, shall be an Associate Member. An Associate Member shall have the same rights and privileges as those persons holding a Proprietary Membership, except the right to vote or become a member of the Board. At any time an Associate Member ceases to qualify as an Occupant, the rights and privileges as an Associate Member shall terminate.

6.3 **ASSESSMENTS.** The Board is vested with the power and authority to assess and collect from its Proprietary Members:

- Annual assessments based on the annual budget ratified as set forth in the Governing Documents, and charged equally amongst Occupants on a per Occupant basis.
- Special assessments levied for the reasons and purposes set forth in the Governing Documents, shall be assessed to Owners on a per Unit basis
- If no one resides in the Unit during the calendar year, the Owner of the Unit will be assessed as if there were one Occupant.

6.4 **PURPOSE OF ASSESSMENTS.** The assessments and fees levied by the Association shall be used exclusively for promoting the recreation, health and welfare of all residents and, in particular, for the improvement and maintenance of the buildings, services, golf course, open spaces and other facilities related to the use and enjoyment of the Common Areas and Facilities in Fairway Village.

6.5 **ANNUAL ASSESSMENTS.** The annual assessment shall be adopted by the Board pursuant to the Bylaws for adoption and ratification of an annual budget. Proportional distribution on a calendar year basis will be applied to any Occupant whose occupancy permanently commences or terminates other than as of January 1. Partial-year residency other than described above does not qualify for assessment prorating.

6.6 **SPECIAL ASSESSMENTS.** The Board may levy a special assessment pursuant to the Bylaws. The special assessment shall be for the purpose of defraying in whole or in part the cost of any construction or reconstruction, major repair, or replacement of any improvement described in the meeting notice at which such action shall be considered. The special assessment will not be prorated for partial year occupancy.

6.7 LATE PAYMENT FEES. The Association has the authority to levy charges for late payments of assessments and to charge lawful interest on such past due payments. Overdue payments may be turned over to an attorney with no payment accepted unless all legal fees and other related costs are paid in full. Such overdue payments and related fees and costs shall be a charge against the respective Unit and a continuing lien against the Unit on which the assessment was made.

6.8 OFFSETS. No offsets against any assessment or fee shall be permitted for any reason, including, without limitation, any claim that the Association is not properly discharging its duties.

6.9 NEW BUYER FEE.

Whenever a Unit is sold, conveyed or transferred to a bona fide purchaser for value, upon the closing of the purchase, a Fairway Village New Buyer Fee shall be paid to the Fairway Village Homeowners Association. In 2021, the members voted to set the New Buyers Fee at \$2,000. The Board has had and shall continue to have the option to modify the New Buyers Fee during the annual budget process, not to exceed a 5% increase from the previous year's amount. Such sum shall be non-refundable and is to be used for the benefit of the property owned by the Association and shall be dedicated to the Reserve Fund, which is used for asset replacement and major repair expense. Owners of Fairway Village who purchase another Unit within Fairway Village for their personal residence are exempt from payment of this fee. The fee also shall not apply to Owners who sell their homes and move out of Fairway Village, then purchase another home within Fairway Village for their personal residence within six months. When a Unit is inherited, no sale has occurred and therefore no fee is due. The heirs must notify the Association of the change in ownership within 90 days. An heir who intends to live at the property, and who is not the surviving spouse or domestic partner of the deceased occupant, must apply for membership and qualify to occupy the unit as per Section 3.1 of the Declaration entitled 'Qualified Occupants,' unless the heir is granted a waiver by the Board at the Board's discretion. In situations where title is transferred without consideration of value, no sale has occurred and therefore no fee is due.

SECTION 7 – ASSOCIATION REMEDIES

7.1 COVENANT RUNNING WITH THE LAND. These CC&Rs shall constitute covenants and servitude running with the land and shall be binding upon, inure to the benefit of, and enforceable by, the Association or any Owner.

7.2 BINDING EFFECT. Declarant has heretofore made the CC&Rs recorded May 19, 1982, under Auditor's File No. 820519005, and all subsequent amendments thereto, applicable to all Lots and Condominium Units in Fairway Village. By reason thereof, each Owner and any party claiming under an Owner shall be deemed conclusively to have accepted such Lot or Condominium Unit upon and subject to all of the covenants, conditions, restrictions and provisions herein contained and to have agreed to be bound thereby, whether or not the same are set forth or referred to in any instrument by which such person acquired title thereto, possession thereof or interest therein.

7.3 JOINT AND SEVERAL LIABILITY.

7.3.1 Each member of the Association and member Guests, House Sitters, agents and tenants are governed by and must comply with the Association's Governing Documents and Rules and Regulations established by the Board. The Proprietary Member is responsible for correcting any breach of these CC&Rs by any Occupant, Guest, House Sitter, agent or tenant of the Proprietary Member's Unit and is jointly and severally liable to the Association for any damages to the Common Areas caused by an Occupant, Guest, House Sitter or agent.

7.3.2 In addition, the assessments, fees, legal fees and related costs provided for in Section 6 hereof shall be the personal obligation of any person who was an Owner of such property at the time the assessment, related cost or fee became due. No Owner may avoid liability for payment of such assessments, related costs or fees by non-use of the Common Facilities by any Owner or Occupant or by abandonment of the property.

7.3.3 In any legal proceeding for the breach of Section 3 hereof, respecting occupancy, such action may include any Owner who occupies or permits the property to be occupied in non-compliance with this section as well as any Occupant in non-compliance therewith.

7.4 NOTICE OF BREACH. The Association may execute, acknowledge, and record a Notice of Breach, setting forth the facts thereof, together with any monetary amount involved, including legal fees and other related costs, a legal description of the Lot or Condominium Unit against which the lien is claimed, and the name of the Owner of record or reputed Owner thereof. Such notice, when recorded with the Clark County Auditor, Washington, shall be public notice of such breach, and constructive notice to any subsequent purchaser. If the breach is cured prior to foreclosure of the lien, the Association shall record a further notice stating that the claim of breach has been satisfied and releasing any lien involved. But, if no action for enforcement thereof has been commenced within one hundred twenty (120) days after recording the notice, the Notice of Breach shall expire by its own terms and the breach described therein shall be presumed to have been remedied.

7.5 ENFORCEMENT – NON-WAIVER.

7.5.1 Breach, or attempted breach, of any of the provisions contained in these CC&Rs and the continuation of any such breach or attempted breach may be enjoined, abated or remedied by appropriate legal proceeding by the Association or by any Owner, and the prevailing party in such litigation shall be entitled to recover court costs and reasonable attorney fees.

7.5.2 Failure or delay by the Association or by any Owner to enforce any provision of these CC&Rs shall not constitute a waiver of the right to enforce the same thereafter.

7.6 ASSOCIATION OPTIONS TO REMEDY NON-COMPLIANCE.

7.6.1 The Association has the authority to levy reasonable fines in accordance with a previously established schedule adopted by the Board of Directors and furnished to Owners for non-compliance with the CC&Rs, Bylaws, and Rules and Regulations of the Association.

7.6.2 The Association shall have, at its option, the power and right at all times, after thirty (30) days' written notice to the Owner and any Occupant, and for the account of the Owner, to abate and correct any non-compliance with the provisions contained herein respecting land and the exterior appearance of the improvements on any residential Lot in Fairway Village: to plant or replant, trim, remove, cultivate or otherwise maintain any vegetation and to clean, paint, repair,

replace and generally maintain the exterior of any improvements thereon in order to maintain the general attractive character of Fairway Village. All expenses incurred by the Association in correcting such non-compliant issues shall be a charge and a lien against the Lot involved, and the personal obligation of the Owner thereof. The Association may bring an action at law against the Owner or foreclose the lien against the property. Notice to Owners and Occupants shall be deemed served when hand delivered to the Unit or deposited in the U.S. mail, postage prepaid, certified, return receipt requested, addressed to the street address of the property or, in the case of an absentee Owner, to the Owner's address in the Association's record.

7.6.3 The Association shall also have, at its option, a like power and right at all times, after thirty (30) days' written notice to the Condominium Association, to abate and correct any non-compliance with the provisions contained herein respecting landscaping and the exterior appearance of the general and limited Common Areas, improvements and facilities in Fairway View; and to plant or replant, trim, remove, repair, replace and generally maintain the exterior of any improvements and facilities thereon in order to maintain the general attractive character of Fairway Village. All costs incurred by the Association in correcting such non-compliance shall be at the expense of the Condominium Association. Notice to the Condominium Association shall be deemed served when hand delivered to the President of the Association or when deposited in the U.S. mail, postage prepaid, certified, return receipt requested, addressed to the street address of either President of the Association or its managing agent.

7.7 REMEDIES TO BE CUMULATIVE. The remedies herein provided for breach of any provision hereof shall be deemed cumulative and may be enforced individually or jointly and in any order. None of such remedies shall be deemed exclusive.

SECTION 8 – GENERAL PROVISIONS

8.1 TERMINATION. All of these CC&Rs herein shall apply to all Units and shall be binding upon Owners and Occupants of a Unit until January 1, 2080. At that time the CC&Rs shall automatically extend for successive periods of ten (10) years unless, effective January 1, 2080, or at the end of any ten (10) year extension, 75 percent (75%) or more of the total voting power of the Association resolve to terminate these CC&Rs.

8.2 AMENDMENTS. The provisions of these CC&Rs may be amended at any time by approval of fifty-one percent (51%) or more of the total voting power of the Association. Such action may be taken at any Association regular or special meeting duly called for such purpose or by any other method set forth in the Bylaws. Any such amendment shall be effective only upon the recording, with the Clark County Auditor, Washington, an instrument executed by the proper officers of the Association, setting forth such amendment, together with appropriate references to these CC&Rs and attesting that the amendment has been approved as herein above specified.

8.3 SEVERABILITY. Invalidation by any appropriate authority of any one or more of these CC&Rs, or as hereafter amended, shall not affect any of the remaining provisions, which shall remain in full force and effect.

8.4 **BINDING EFFECT.** The provisions contained in these CC&Rs, or as hereafter amended, shall bind and inure to the benefit of and be enforceable by the Association, Owner of any Unit and their respective representatives, successors, or assigns.

8.5 **NON-WAIVER.** Failure or delay by the Board or an Owner to enforce any of these CC&Rs shall not be deemed a waiver or forfeiture of the right to do so thereafter.

8.6 **COVENANT RUNNING WITH THE LAND.** These CC&Rs shall be operative as a set of covenants, conditions and restrictions running with the land or equitable servitudes.

8.7 **INTERPRETATION.**

8.7.1 When interpreting these CC&Rs, the term "Owner" or "person" may include individuals, partnerships, corporations, associations, trustees and personal representatives. The singular may include the plural and the masculine may include the feminine, or vice versa, where the context so admits or requires.

8.7.2 In the case of any conflict among the CC&Rs, Articles of Incorporation and the Bylaws, the CC&Rs control over both the Articles of Incorporation and the Bylaws, and the Articles of Incorporation shall control over the Bylaws.

8.8 **CAPTION AND SCHEDULE.** Captions given to the various sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof.

This amendment is effective upon recording with the Clark County Auditor, Washington.

