

RETURN ADDRESS

Document Title(s)

Amendments to Covenants, Conditions and Restrictions

Reference Numbers(s) of related documents

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Grantor(s) (Last, First and Middle Initial)

Indian Summer Residential Community

Indian Summer Homeowners Assoc

Additional grantors on page

Grantee(s) (Last, First and Middle Initial)

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Additional grantees on page

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

Additional legal is on page

Assessor's Property Tax Parcel/Account Number

Additional parcel #s on page

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01/15/2009 12:00 PM Covenant
Thurston County Washington
INDIAN SUMMER HOMEOWNERS ASSOC

Page 1 of 42



AMENDMENTS TO COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE INDIAN SUMMER RESIDENTIAL COMMUNITY

The Covenants, Conditions and Restrictions for the Indian Summer residential community ("Covenants") are amended this 13th day of Nov, 2008 by the Indian Summer Homeowners Association, a Washington non-profit corporation (the "ISHOA").

The ISHOA is the Association of the Owners of Lots and Dwellings within the Indian Summer residential community. The ISHOA is adopting and recording these Amended Covenants to integrate all recorded Amendments and Addenda to the original Covenants. The Amended Covenants are intended to replace the original Covenants and all Amendments and Addenda thereto. For the purpose of context, the following brief history of the ISHOA's existence is being recounted.

In 1991, the Indian Summer Golf Course ("Golf Course") was developed by Indian Summer Partnership, a Washington General Partnership ("Partnership"). In August 1992, the Thurston County Planning Commission gave approval, subject to conditions, for the Partnership to divide certain real property into residential lots, nine (9) reserve lots, and five (5) open-space tracts. (the "Property"). On July 26, 1993, the Partnership (known as the "Declarant") established the original "Declaration of Covenants, Conditions and Restrictions for the Indian Summer residential community". Articles of Incorporation of the Indian Summer Homeowners Association were recorded with the Secretary of State on September 30, 1993.

During the years since 1993, there have been substantial changes which have made it very difficult to read and apply the Covenants. The First Amendment was recorded in 1993; the Second Amendment was recorded in 1997; and eight addenda had the effect of adding more dwelling lots to be subject to the Covenants. Also, in 1997, the Golf Course was sold by the Partnership to Oki Developments, Inc. The Golf Course is known as the Indian Summer Golf and Country Club.

By the year 2003, the original Partnership and the Declarant had been replaced by South Sound Properties, LLC, and was now approaching the end of its status as the Declarant. When ninety-five percent (95%) of the lots and townhouse areas had been conveyed to owners other than the Declarant, then the authority which the Declarant had vested in itself was transferred to the ISHOA.

By 2008, the combination of changes and development since 1991 have made it necessary to rewrite, restate, and amend the Covenants into a single document, without the intention of significantly changing or affecting any rights, duties or obligations that were vested in the original Covenants and Amendments and Addenda thereto.



The Property is subdivided as shown in the Plat of Indian Summer Golf & Country Club - Division 1, recorded in Volume 26 of Plats, pages 41-50; the Declaration of Covenants, Conditions and Restrictions for The Indian Summer residential community recorded July 27, 1993 under Thurston County Auditor's File No. 9307270117; the First Amendment to Declaration of Covenants, Conditions and Restrictions for The Indian Summer residential community recorded October 7, 1993 under Thurston County Auditor's File No. 9310070332; the Second Addendum to the Declaration of Covenants, Conditions and Restrictions for The Indian Summer residential community recorded November 6, 1995 under Thurston County Auditor's File No. 9511060055; the Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Indian Summer residential community recorded November 12, 1997 under Thurston County Auditor's File No. 3119814; the Third Addendum to the Declaration of Covenants, Conditions and Restrictions for The Indian Summer residential community, recorded October 22, 2001 under Thurston County Auditor's File No. 3386724; the Fourth Addendum to the Declaration of Covenants, Conditions and Restrictions for The Indian Summer residential community recorded October 22, 2001 under Thurston County Auditor's File No. 3386725; the Fifth Addendum to the Declaration of Covenants, Conditions and Restrictions for The Indian Summer residential community recorded February 21, 2002 under Thurston County Auditor's File No. 3413858, records of Thurston County, Washington; the Sixth Addendum to the Declaration of Covenants, Conditions and Restrictions for The Indian Summer residential community recorded July 9, 2003 under Thurston County Auditor's File No. 3549856, records of Thurston County, Washington; the Seventh Addendum to the Declaration of Covenants, Conditions and Restrictions for The Indian Summer residential community recorded July 9, 2003 under Thurston County Auditor's File No. 3549857, records of Thurston County, Washington; and the Eighth Addendum to the Declaration of Covenants, Conditions and Restrictions for The Indian Summer residential community recorded July 9, 2003 under Thurston County Auditor's File No. 3549858, records of Thurston County, Washington.

ARTICLE I

PURPOSE OF COVENANTS

Section 1.01. **IMPOSITION OF COVENANTS.** The ISHOA hereby makes, declares, and establishes the following covenants, conditions, restrictions and easements (*i.e.*, the Covenants) which shall affect all of the Property in the manner described below. The Property shall be held, sold and conveyed subject to the Covenants. The Covenants shall run with the land and shall be binding upon all persons or entities having any right, title or interest in all or any part of the Property, including the Partnership, the ISHOA, and their respective heirs, successors and assigns, and their tenants, employees, guests and invitees, and these Covenants shall inure to the benefit of each owner of the Property and to the ISHOA.

Section 1.02. **STATEMENT OF PURPOSE.** These Covenants are imposed for the benefit of all owners of parcels of land located within the Property. These Covenants create specific rights and privileges which may be shared and enjoyed by all owners of any part of the



Property.

Section 1.03. The **ISHOA's INTENT**. The ISHOA desires to ensure the attractiveness of the land and improvements developed within the Property; to prevent any future impairment of the Property; and to preserve, protect, and enhance the values and amenities of the Property. It is the intent of the ISHOA to guard against the construction on the Property of improvements or structures built of improper or unsuitable materials or with improper quality or methods of construction. The ISHOA intends to encourage the construction of attractive permanent improvements appropriately located to preserve the harmonious development of the Property.

ARTICLE II

DEFINITIONS

Section 2.01. **DEFINITIONS**. When used in these Covenants, unless the context shall prohibit or otherwise require, the following words shall have all the following meanings and all definitions shall be applicable to the singular and plural forms of such terms:

(a) "**ARB**" shall mean the Architectural Review Board appointed by the ISHOA Board of Directors.

(b) "**Board**" or "**Board of Directors**" shall mean the Board of Directors of the ISHOA.

(c) "**Common Areas**" shall mean and refer to all real and personal property, if any, now or hereafter owned or leased by the ISHOA, or in which the ISHOA has an easement, for the common use and enjoyment of the Owners. THE COMMON AREAS DO NOT INCLUDE THE GOLF COURSE OR ANY IMPROVEMENTS LOCATED THEREON. THE COMMON AREAS DO INCLUDE THE CLUB RECREATIONAL FACILITIES AS DESCRIBED IN SUBSECTION 2.01(d) HEREOF. The Common Areas may include, but shall not be limited to, private roads, walkways, sidewalks, jogging trails, bike paths, street lighting, nature preserves, wetlands, wetland buffers, green belts and community open space areas, within the Plat and any planted landscape features within Common Areas, security gates serving Rainier Road and other areas owned by the ISHOA for the benefit of the Owners.

The designation of any land and/or improvements as Common Areas shall not mean or imply that the public at large acquires any easement of use or enjoyment therein, unless specifically designated as such herein or in applicable documents or records.

(d) "**Partnership**" shall mean and refer to Indian Summer Partnership, the Washington general partnership that developed the Indian Summer residential community and Golf Course, and its successors and assigns.

(e) "**Covenants**" shall mean and refer to those Covenants, Conditions and



Restrictions for the Indian Summer residential community and all amendments thereto filed for record in the records of Thurston County, Washington.

(f) "**Development Plan**" shall mean the general plan of development for the Indian Summer residential community approved by Thurston County and illustrated in Exhibit "B" hereto, as the same may be amended from time to time.

(g) "**Dwelling**" shall mean and refer to any improved property intended for use as a single-family detached dwelling or as a residential townhouse or cluster home, whether detached or attached, located within the Property. The term Dwelling shall include the Lot upon which the Dwelling is located.

(h) "**Federal Mortgage Agencies**" shall mean those Federal agencies which may have an interest in the Property, such as the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association the Federal Home Loan Mortgage Corporation, or the successors to their interests.

(i) "**First Mortgage**" and "**First Mortgagee**" shall mean, respectively: (i) a recorded Mortgage on a Lot that has legal priority over all other Mortgages thereon; and (ii) the holder of a First Mortgage who has notified the ISHOA in writing of its interest.

(j) "**Golf Course**" shall mean certain real property and improvements privately owned by Golf Course Owner which is contiguous to the Property and developed as an 18-hole golf course and designated as "golf course" on the Plats of Indian Summer, including the clubhouse, the golf course driving range and putting greens, parking lots associated with the Golf Course, the Plat entrance improvements and signage, and landscaping within the Plat entrance area and other property and improvements designated from time to time by the Partnership as a part of the Golf Course. Notwithstanding anything to the contrary contained herein, the Golf Course is not a part of the Property or the Common Areas and Owners do not, by virtue of their ownership of a Lot or Dwelling, have any reserved right to use of the Golf Course.

(k) "**Golf Course Owner**" shall mean and refer to the Person or Persons who or which own fee simple title to the Golf Course.

(l) "**Indian Summer Golf and Country Club**" shall mean the business name for the Golf Course.

(m) "**ISHOA**" shall mean and refer to the Indian Summer Homeowners Association, a Washington nonprofit corporation, its successors and assigns.

(n) "**ISHOA Funds**" shall mean the funds created by assessments and fees levied pursuant to Article III below to provide the ISHOA with the funds required to carry out its duties under these Covenants.



(o) "**Lot**" shall mean and refer to any unimproved portion of the Property upon which it is intended that a single-family detached Dwelling shall be constructed and shall not include any lots within a designated Townhouse Area. A parcel of land shall be deemed unimproved and thus considered to be a Lot, rather than a Dwelling, until improvements are constructed thereon. Upon completion, such parcel and the improvements thereon shall collectively be considered to be a Dwelling for purposes of these Covenants.

(p) "**Manager**" shall mean such person or entity as may be retained by the Board of Directors from time to time to perform certain functions of the Board pursuant to these Covenants or the Bylaws.

(q) "**Mortgage**" shall mean a recorded mortgage or deed of trust that creates a lien against a Lot or Dwelling within the Property and also shall mean a real estate contract for sale of the same.

(r) "**Occupant**" shall mean and refer to any person, including, without limitation, any Owner or any guest, invitee, lessee, tenant, or family member of an Owner, occupying or otherwise using improvements within the Development.

(s) "**Owner**" shall mean and refer to one or more persons who or which owns fee simple title to any Lot or Dwelling; excluding, however, those persons having such an interest under a Mortgage. In the event that there is a real estate sales contract covering any Lot or Dwelling, the Owner of such interest shall be the purchaser under said contract and not the fee simple title holder.

(t) "**Person**" shall mean and refer to a natural person, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

(u) "**Plat**" shall mean any one of the recorded plat maps of any portion or phase of the Indian Summer residential community and any amendments, corrections or revisions thereto subsequently filed.

(v) "**Property**" shall mean and refer to the land described on Exhibit "A", together with all improvements thereon, and any additional land which may hereafter be annexed thereto under the provisions of Article III from and after the time such property is actually annexed.

(w) "**Recreational Facilities**" shall mean and refer to the real property and private improvements owned by the ISHOA. The ISHOA recreational facilities shall be developed for the exclusive use of the members of the ISHOA and such other persons as the ISHOA shall authorize.

(x) "**Townhouse Area**" shall mean and refer to those portions of the Property within which it is intended that there will be constructed attached or detached residential town homes or cluster homes, and within which common elements shall be owned by non-profit



corporations, the membership of which shall be the Owners of the individual living units within each Townhouse Area.

ARTICLE III

DESCRIPTION OF PROPERTY AND OWNER'S PROPERTY RIGHTS

Section 3.01. **GENERAL DESCRIPTION OF PROPERTY.** The Development Plan, illustrated graphically in Exhibit "B", is a conceptual plan for the phased development of the Plat of Indian Summer as a planned residential community comprised of common areas, single-family and townhouse residences and Club Recreational Facilities surrounding an 18-hole Golf Course which is available for use on a paid or membership basis by Owners and non-Owners in conformity with the Bylaws, Rules and Regulations of the Indian Summer Golf and Country Club. Notwithstanding anything to the contrary contained herein, Owners do not have by virtue of their ownership of a Lot or Dwelling, any reserved right to use of the Golf Course on other than a paid or membership basis according to the Bylaws, Rules and Regulations of the Indian Summer Golf and Country Club.

The area privately owned by the Golf Course includes the property and improvements within the entrance to the Plat designated as that portion of Tract AA from Yelm Highway to the bridge crossing the Golf Course cart path and those portions of Tracts A, D and G adjacent to the above-described portion of Tract AA presently developed as garden areas. This area shall be referred to as the "shared maintenance area". The ISHOA has agreed to maintain the landscaping in the center island attached to the Guardhouse. The Golf Course Owner has agreed to maintain the remaining areas within the shared maintenance area.

The Development Plan originally called for approximately 300 single family lots to be built in four phases. In addition, approximately 150 townhouse units were planned for the Townhouse Areas. The intent was to develop the Property in accordance with the Development Plan. The Development Plan, however, was conceptual in nature and the Partnership reserved the right to develop more or fewer Lots or Townhouse Areas on the Property, to add Property to the Development Plan and to revise the Development plan for the Golf Course and the Club recreational facilities, all at the Partnership's sole option.

The Property described on Exhibit "A" is the first phase of the Indian Summer residential community receiving final plat approval as a subdivision for single family residential development. At or about the time of the final plat approval for each subsequent phase, the Partnership elected to subject each such subsequent phase to these Covenants, Conditions and Restrictions by recording an Addendum, in the form attached hereto as Exhibit "C", or in a substantially similar form, containing a description of the phase of the development to which these Covenants thereafter applied. The ISHOA specifically reserves the right to subject additional Property, depicted on the Development Plan or subsequently added to the Development Plan, to these Covenants.

The Property is located within an aquifer sensitive area and a wellhead protection area. These are areas designated by local planning authorities as sensitive to groundwater contamination



and requiring additional vigilance by Owners in their use of lawn and vegetation fertilizers, chemicals and pesticides, as well as in vehicle maintenance activities. The ISHOA will provide all Owners with educational materials to alert Owners as to proper yard and vehicle maintenance practices and waste disposal.

Located on the eastern boundary of the Property is the privately-owned and maintained Aero Plaza airport. The Aero Plaza airport is at present a single runway grass air strip used by light aircraft during daylight hours only. Although the flight path for approaches and take-offs is not located over any Lots or Dwellings, Owners are advised that the presence of the airstrip is a potential noise source and safety hazard. The ARB, in reviewing and approving improvements to Lots in the vicinity of the western end of the airstrip, shall take into consideration the presence of the airstrip in evaluating building and vegetation heights.

Section 3.02. **OWNERS' USE AND MAINTENANCE OF COMMON AREAS.** The Common Areas include the areas and improvements described in subsection 2.01(e). Every Owner by virtue of its ownership of a Lot or Dwelling, shall have a nonexclusive easement for the use and enjoyment of Common Areas as designated on the Plats which shall be appurtenant to and shall pass with the title to every Lot or Dwelling, subject to the easements set forth herein and the Articles of Incorporation, Bylaws of the ISHOA and the Rules and Regulations promulgated from time to time by the Board of Directors pursuant to Article X of these Covenants. Owners and the ISHOA shall be responsible for maintenance of the Common Areas as described in these Covenants.

Section 3.03. **PROPERTY SUBJECT TO EASEMENTS.** The Property, and each Lot or Dwelling within the Property, is subject to the following:

3.03.01 **Recorded Easements.** The Property, and all portions thereof, shall be subject to all easements shown on the recorded Plat affecting the Property and any amendments or revisions thereto, and to any other easements of record or of use as of the date of recordation of the Covenants.

3.03.02 **Easements for Utilities.** There is hereby reserved for the Partnership, the ISHOA, and their respective successors and assigns, the alienable, transferable, and perpetual right and easement, as well as the power to grant and accept easements to and from any public authority or agency, public service district, public or private utility, or other person, for the benefit of the Owners, upon, over, under, and across (a) all of the Common Areas; (b) all portions of any Townhouse Area in which improvements are not constructed or erected, (c) all portions of any Lot or any Townhouse Area subjected to utility easements or encumbrances as shown on the Plat or in the records of Thurston County, and (d) those strips of land five (5) feet in width located along and adjacent to each exterior boundary of all Lots and all Dwellings not located within Townhouse Areas, such strips to be bounded by the exterior boundaries of such Lots and Dwellings and by lines in the interior of such Lots and Dwellings which are five (5) feet from and parallel to such exterior boundaries, for the purpose of installing, replacing, repairing, maintaining, and using master television antenna and/or cable systems, security and similar systems, and all utilities, including, but



not limited to, storm sewers and drainage systems and electrical, gas, telephone, water, and sewer lines. Such easements may be granted or accepted the Board of Directors. To the extent possible, all utility lines and facilities located in, and serving the Development shall be placed underground. By virtue of any such easement and facilities, it shall be expressly permissible for the providing utility company or other supplier or service, with respect to the portions of the Development so encumbered, (i) to erect and maintain pipes, lines, manholes, pumps, and other necessary equipment and facilities; (ii) to cut and remove any trees, bushes, or shrubbery; (iii) to grade, excavate, or fill; or (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement, and use of such utilities and systems, provided all property shall be returned to its prior state of condition and repair after such activity.

3.03.03 **Reservation of Easements, Exceptions, and Exclusions.** The ISHOA reserves to itself the right to establish from time to time, by declaration or otherwise, utility and other easements, permits, or licenses over the Common Areas, for purposes including but not limited to streets, paths, walkways, drainage, recreation areas, parking areas, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions, and exclusions for the best interest of all the Owners and the ISHOA, in order to serve all the Owners within Indian Summer.

3.03.04 **Emergency Easement.** A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon all streets and upon the Property in the proper performance of their duties.

3.03.05 **Maintenance Easement.** An easement is hereby reserved to the ISHOA and granted to the ISHOA, and any member of the Board of Directors or Manager, and their respective officers, agents, employees, and assigns, upon, across, over, in, and under the Lots, Dwellings and Townhouse Areas and Common Areas and a right to make such use of the Lots, Dwellings and Townhouse Areas and Common Areas as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which the ISHOA is obligated or permitted to perform pursuant hereto.

3.03.06 **Drainage Easement.** An easement is hereby reserved to the ISHOA, its officers, agents, employees, successors, and assigns to enter upon, across, over, in, and under any portion of the Property for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of the Property so as to improve the drainage of water. Best efforts shall be made to use this easement so as not to disturb the uses of the Owners and the ISHOA as applicable, to the extent possible, to prosecute such drainage work promptly and expeditiously, and to restore any areas affected by such work to a sightly and usable condition as soon as reasonably possible following such work.

3.03.07 **Golf Course Easements.** The Golf Course Owner hereby reserves for itself and for the benefit of any other Person or entity operating or owning the Golf Course the following described easements:

(a) **Golf Cart Path Easement.** Golf cart path easements which shall be



used by golfers on foot or in golf carts and by employees of the operator and owner of the Golf Course for maintenance and other vehicles for unhindered access between said paths and the Golf Course. Nothing shall be placed or maintained in any golf cart path easement which shall interfere with use thereof as a playable part of the Golf Course, and all landscaping and other improvements within a golf cart path easement shall require the approval of the ARB.

(b) **Setback Easement.** Setback easements covering the 30 foot special setback restriction applicable to Lots or Dwellings sharing a common boundary with the Golf Course as described in Section 4.08, which shall be developed as part of the Golf Course for purposes of landscaping or the placement of improvements. No improvement shall be placed within a setback easement without the prior written consent of the holder of the Golf Course Easement and the approval of the ARB.

(c) **Entry by Golfers.** Until such time as a dwelling unit is constructed on a Lot, the Golf Course Owner, its agents, successors or assigns, reserves an easement to permit and authorize registered Golf Course players and their caddies to enter upon a Lot to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass. After a Dwelling is constructed, such easement shall be limited to the 30-foot Setback Easement area described in Sections 3.03.07(b) and 4.08 and recovery of balls only, not play, shall be permitted in such area. Registered players or their caddies shall not be entitled to enter on any such Lot with a golf cart or other vehicle, nor spend unreasonable time on such Lot, or in any way commit a nuisance while on such Lot. After construction of a Dwelling, "Out of Bounds" markers may be placed and maintained on said Lot at the expense of the Golf Course Owner.

(d) **Easement Over Common Area Roadways.** The Golf Course Owner shall have a permanent, nonexclusive easement for pedestrian and vehicular use over all roadways located in the Common Areas from ingress and egress to the Golf Course by the operator of the Golf Course, the members and invited guests of the Golf Course and for associated management, maintenance and service personnel. Without limiting the generality of the foregoing, said easement shall also allow golfers on foot or in golf carts to cross over all roadways located in the Common Areas to allow for access between golf cart paths, fairways, holes and tee boxes on the Golf Course. In the event that such access becomes unavailable for any reason, including but not limited to governmental rules, regulations, ordinances or laws, then the Golf Course Owner shall have a permanent nonexclusive easement to use the Common Area sidewalks, walkways, jogging paths and bike paths and such Common Areas shall be expanded as necessary to accommodate such access.

Rights are reserved to the person or entity operating or owning the Golf Course to impose such additional burdens and restrictions on the easements described in this Section 3.03.07 as from time to time may be reasonably required to effectuate the purposes of such easements. The reservation of the easements set forth herein is made for the benefit of the Golf Course Owner, the members and invited guests of the Golf Course and for associated management, maintenance, and service personnel, for Golf Course and related recreational purposes.



3.03.08. **Easement For Construction.** The ISHOA, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under, and across the Common Areas and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the improvements on the Property or other real property owned by the ISHOA; provided, however, that no such rights shall be exercised by the ISHOA in such a way as to unreasonably interfere with the occupancy, use, enjoyment, or access to an Owner's Lot or Dwelling by that Owner or his or her family, tenants, employees, guests, or invitees.

3.03.09 Notwithstanding any provisions or restrictions herein to the contrary, there is hereby reserved for the benefit of the Partnership the alienable and transferable right and easement in and to the Property for the maintenance of signs, sales offices, construction offices, business offices, and model Dwellings, together with such other facilities as in the sole opinion of the Partnership may be reasonably required, convenient, or incidental to the completion, improvement, and/or sale of Lots, Dwellings and Townhouse Areas within the Property for so long as the Partnership owns any interest in the Property. In addition, Owners and developers shall have the right, subject to ARB approval, to establish temporary construction offices or work trailers during the construction of any Dwelling, Townhome or cluster home.

3.03.10 **Natural Gas and Power Lines.** All Owners should review the Plat of the Property and alert themselves and their builders to the presence of the easements for a Washington Natural Gas transmission line and a Bonneville Power transmission line. The Washington Natural Gas easement traverses the Property in a generally northwesterly to southeasterly direction in the general location of Golf Course fairways 4, 5, 8 and 9. The Bonneville Power Administration easement traverses the Property in a generally east to west direction in the general location of Golf Course fairways 5, 6, 14, 15 and 16. Owners of Lots abutting these areas should be aware of the location of these two easements prior to any construction or excavation activity of any kind on their Lots.

Section 3.04. **EASEMENTS DEEMED CREATED.** All conveyances of Lots or Dwellings made after the recordation date of these Covenants shall be construed to grant and reserve the easements contained in this Article III, even though no specific reference to such easements or to this Article III appears in the instrument for such conveyance.

Section 3.05. **ASSESSMENTS.** Each Owner shall pay to the ISHOA annual and special assessments for maintenance of the Common Areas and default assessments as follows:

3.05.01 **Duty to Pay Assessments.** For each Lot or Dwelling owned within the Property, each Owner of any Lot or Dwelling, shall pay to the ISHOA: (a) annual assessments or charges as provided in these Covenants for the purpose of funding maintenance of the Common Areas and the ISHOA's share of the maintenance of Entrance Area improvements described in Section 3.01; (b) special assessments, if any, for capital improvements and other purposes as stated in these Covenants, such annual and special assessments to be fixed, established, and collected



from time to time as provided below; and (c) default assessments which may be assessed against an Owner's Lot or Dwelling for failure to perform an obligation set forth herein or in the ISHOA's Articles of Incorporation, Bylaws or any Rules and Regulations applicable to the property of the ISHOA and its membership and adopted from time to time by the Board of Directors pursuant to Article X, or because the ISHOA has incurred an expense on behalf of the Owner.

3.05.02 **Purpose of Assessments.** The assessments levied by the ISHOA shall be used exclusively to promote the recreation, health, safety and welfare of Owners within the Plats of Indian Summer and for the improvement and maintenance of the designated Common Areas, including, but not limited to, the payment of taxes and insurance on the Common Areas, repair, maintenance, replacement and additions to any improvements on the Common Areas, the ISHOA's share of the maintenance of the Entrance Area improvements, reserve accounts, the cost of labor, equipment, materials, management and supervision and the salary or fee of the Manager.

3.05.03 **Calculation of Annual Assessments.** The Board of Directors shall prepare a budget by October 1 of each year estimating its net cash flow requirements for the next year and an estimate of the assessments to be charged each Owner, and the Board shall distribute the proposed budget to the Owners. On or before November 30 of each year, the Board shall approve the budget in final form, and shall determine, levy, and assess the ISHOA's annual assessments for the approaching year. Each budget shall include funds for establishing and maintaining reserves for periodic repairs, replacement, and maintenance of any improvements which must be replaced on a periodic basis, and for taxes, capital improvements, deficiencies from the prior year's Maintenance Fund, and other purposes, and shall include any expected income and surpluses from the prior year's Maintenance Fund.

3.05.04 **Payment of Annual Assessments; Due Dates.** Assessments shall be collected on a periodic basis as the Board of Directors may determine from time to time, but until the Board directs otherwise, assessments shall be payable quarterly in advance on the first day of each calendar quarter. Collection of the ISHOA's assessments in this manner shall not prevent the creation of the ISHOA's lien against any Lot or Dwelling or the ISHOA's ability to enforce or collect its assessments as provided under these Covenants if they are not remitted to the ISHOA in a timely manner.

3.05.05 **Special Assessments.** In addition to the annual Assessments, the Board of Directors may levy in any fiscal year one or more special assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a described capital improvement upon any Common Areas, including the necessary fixtures and personal property related thereto, or to make up any shortfall in the current year's budget. Notice of the amount and due dates for such special assessment must be sent to each Owner at least thirty (30) days prior to the due date.

3.05.06 **Rate of Assessment.** Both annual and special assessments shall be fixed at a uniform rate for all Lots and Dwellings; provided that Owners of Lots for which no building



permits for the construction of a single-family residence have been issued by the applicable permitting authority shall be assessed at one-half (1/2) of the regular assessment rate for a three (3) year period commencing on the date the first Owner purchases the Lot, and thereafter at the regular assessment rate regardless of whether a residence has been constructed or a building permit for the construction of a single family residence has been issued by the applicable permitting authority. The first payment of the regular assessment shall be due on the first day of the calendar quarter following the issuance of a building permit or following the third anniversary of the date the Lot was acquired by its first Owner. For Townhouse Areas, assessments shall not be imposed until such time as a building permit for the construction of town homes or cluster homes has been issued by the applicable permitting authority and approved by the ARB. Thereafter, assessments shall be based on the number of Dwellings which the permitting authority and the ARB have authorized, until such time as all Dwellings have been constructed. Thereafter, assessments shall be based upon the number of Dwellings actually constructed.

3.05.07 Default Assessments. All monetary fines assessed against an Owner pursuant hereto, or any expense of the ISHOA which is the obligation of an Owner or which is incurred by the ISHOA on behalf of the Owner pursuant hereto shall be a default assessment and shall become a lien against such Owner's Lot or Dwelling which may be foreclosed or otherwise collected as provided in these Covenants. Notice of the amount and due date of such default assessment shall be sent to the Owner subject to such assessment at least thirty (30) days prior to the due date.

3.05.08 Exempt Property. The following portions of the Property shall be exempt from the assessments, charges, and liens created under these Covenants:

- (a) all properties to the extent of any easement or other interest therein dedicated and accepted by Thurston County; Washington, and devoted to public use;
- (b) all utility lines and easements;
- (c) Common Areas; and
- (d) the Golf Course and Club Recreational Facilities.

3.05.09 Status of Assessments. Upon twenty (20) days written notice to the Treasurer of the ISHOA or the Manager, any Owner, prospective purchaser, or Mortgagee of a Lot or Dwelling shall be furnished a statement of the account for such Lot or Dwelling setting forth:

- (a) the amount of any unpaid assessments (whether annual, special, or default assessments), interest, late charges, costs, expenses, and attorneys' fees then existing against a particular Lot or Dwelling;
- (b) the amount of the current periodic installments of the annual



assessment and the date through which they are paid, and

- (c) any other information deemed proper by the ISHOA.

The information contained in such statement, when signed by the Treasurer or Manager, shall be conclusive upon the ISHOA as to the person or persons to whom such statement is issued and who rely on it in good faith.

3.05.10 Failure to Assess. The omission or failure of the Board to fix the assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay annual assessments on the same basis as for the last year for which an assessment was made until a new assessment is made, at which time any shortfalls in collections may be assessed retroactively by the ISHOA.

3.05.11 Creation of Lien. The annual, special and default assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the Owner's Lot or Dwelling and shall be a continuing lien upon the Lot or Dwelling against which each such assessment is made until paid. Each such assessment, together with interest, costs and reasonable attorneys' fees, also shall be the personal obligation of the Owner of such Lot or Dwelling at the time when the assessment fell due. Such lien shall be in favor of the ISHOA and shall be for the benefit of all other Owners.

3.05.12 Remedies for Nonpayment of Assessments. Any assessment installment, whether pertaining to annual, special, or default assessments, which is not paid within thirty (30) days of its due date, shall be delinquent. In the event that an assessment installment becomes delinquent, the ISHOA, in its sole discretion, may take any or all of the following actions:

- (a) assess a late charge of at least \$100 per delinquency;
- (b) assess an interest charge from the date of delinquency at the rate per annum of two points above the prime rate charged by the ISHOA's bank, or such other rate as shall have been established by the Board of Directors;
- (c) suspend the voting rights of the Owner during any period of delinquency;
- (d) accelerate all remaining Assessment installments for the fiscal year in question so that unpaid Assessment for the remainder of the fiscal year shall be due and payable at once.
- (e) bring an action at law against any Owner personally obligated to pay the delinquent installments;



(f) proceed to foreclose its lien in the same manner as provided for the foreclosure of mortgages under the statutes of the State of Washington.

In either a personal or foreclosure action, venue shall lie in Thurston County, Washington and the ISHOA shall be entitled to recover as a part of the action, interest, costs, and reasonable attorneys' fees with respect to the action. No Owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his or her Lot or Dwelling. The remedies herein provided shall not be exclusive, and the ISHOA may enforce any other remedies to collect delinquent assessments as may be provided by law.

3.05.13. **Successor's Liability for Assessment.** In addition to the personal obligation of each Owner to pay all assessments thereon and the ISHOA's perpetual lien for such assessments, all successors to the fee simple title of a lot or Dwelling except as provided in Section 6.10 below, shall be jointly and severally liable with the prior Owner or Owners thereof for any and all unpaid assessments, interest, late charges, costs, expenses, and attorneys' fees against such Lot or Dwelling without prejudice to any such successor's right to recover from any prior Owner any amounts paid by such successor. This liability of a successor shall not be personal and shall terminate upon termination of such successor's fee simple interest in the Lot or Dwelling. In addition, such successor shall be entitled to rely on the statement of status of assessments by or on behalf of the ISHOA under Section 6.13 below.

3.05.14. **Subordination of the Lien.** The lien of the assessments provided for in these Covenants shall be subordinate to the lien of any First Mortgage. The lien of the assessments shall be superior to and prior to any homestead exemption provided now or in the future by the laws of the State of Washington. No sale or transfer shall relieve a Lot or Dwelling from liability for any assessments or from the lien thereof. However, sale or transfer of any Lot or Dwelling pursuant to a decree of foreclosure or by a public trustee's foreclosure, or any other proceeding or deed in lieu of foreclosure for the purpose of enforcing a First Mortgage shall extinguish the lien of such assessments as to installments which became due prior to such sale or transfer, and the amount of such extinguished lien may be reallocated and assessed to all Lots and Dwellings as a common expense at the direction of the Board of Directors. No sale or transfer shall relieve the purchaser or transferee of a Lot or Dwelling from liability for, nor the Lot or Dwelling from the lien of, any assessments made after the sale or transfer.

3.05.15 **Notice of Action.** Any First Mortgagee who makes a prior written request to the Secretary of the ISHOA and furnishes its name and address and the legal description of the Lot or Dwelling in which it has an interest to the Secretary shall be entitled to timely written notice of any delinquency in payment of an annual, special, or default assessment levied against the Lot or Dwelling encumbered by its First Mortgage, or of any other default by the Owner under these Covenants, which has continued for a period of 60 days or more. In addition, any such First Mortgagee shall be entitled to cure such delinquency and obtain a release from the lien imposed or perfected by reason of such delinquency.

Section 3.06. **ADMINISTRATION.**



3.06.01 **General Description of Administration.** The ISHOA shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon and shall keep the same in a good, clean, attractive and sanitary condition, order, and repair, pursuant to the terms and conditions thereof. Except to the extent otherwise required by the provisions of the Revised Code of Washington relating to nonprofit corporations, these Covenants, the Bylaws, or the Articles of Incorporation, the powers herein or otherwise granted to the ISHOA may be exercised by the Board of Directors, acting through the officers of the ISHOA, without any further consent or action on the part of the Owners. The duties and powers of the ISHOA shall be those set forth in the provisions of the Revised Code of Washington relative to nonprofit corporations, these Covenants, the Articles of Incorporation and the Bylaws, Board adopted Rules and Regulations pursuant to Article X, in that order of priority, together with those reasonably implied to affect the purposes of the ISHOA. The ISHOA may exercise any other right or privilege given to it expressly by these Covenants, together with every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

3.06.02 **Transfer Date of the Partnership's Authority.** The Partnership shall have the right to appoint or remove any member or members of the Board of Directors, any member or members of the ARB or any officer or officers of the ISHOA until such time as the first of the following events shall occur: (a) the expiration of twenty-five (25) years after the date of the recording of these Covenants; (b) the date on which at least ninety-five (95%) of the Lots and Townhouse Areas shall have been conveyed to Owners other than a person or persons constituting the Partnership; or (c) the surrender by the Partnership of the authority to appoint and remove directors and officers of the ISHOA or ARB by an express amendment to these Covenants executed and recorded by the Partnership, such date being referred to herein as the "Transfer Date" which occurred in 2003.

ARTICLE IV

ARCHITECTURAL REVIEW BOARD AND USE RESTRICTIONS

Section 4.01. **PERMITTED IMPROVEMENTS.** No improvements of any nature whatsoever shall be constructed, altered, added to, or maintained upon the Property except: (a) such improvements as are approved by the ARB in accordance with this Article IV; or (b) improvements which pursuant to this Article IV do not require the consent of the ARB.

Section 4.02. **ARCHITECTURAL REVIEW BOARD.** The ISHOA Board of Directors shall establish the ARB which shall consist of up to five (5) but not less than three (3) members, who may or may not be Owners. The regular term of office for each member shall be one (1) year, coinciding with the fiscal year of the ISHOA. Any ARB member appointed by the Board may be removed with or without cause by the Board at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member.



The ARB shall elect a chairman who shall be the presiding officer at its meetings. The ARB shall meet once in each calendar month, as required, as well as upon call of the chairman, and all meetings shall be held at such places as may be designated by the chairman. Three (3) members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person or a proxy at a meeting of the ARB shall constitute the action of the ARB on any matter before it. The ARB is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the ARB in performing its functions set forth herein. Each member of the ARB may be paid a stipend or honorarium as from time to time determined by the Board.

Section 4.03. **IMPROVEMENTS WHICH REQUIRE ARB APPROVAL.** To preserve the architectural and aesthetic appearance of the Indian Summer residential community, no construction of improvements of any nature whatsoever shall be commenced or maintained by any Owner or Person with respect to any Lot, Dwelling or with respect to any other portion of the Indian Summer residential community, including, without limitation, the construction or installation of sidewalks, stairways, driveways, parking lots, mail boxes, decks, patios, courtyards, swimming pools, tennis courts, greenhouses, playhouses, awnings, walls, fences, exterior lights, garages, or outbuildings without ARB approval, nor shall any exterior addition to or change or alteration therein be made (including, without limitation, painting or staining of any exterior surface) without ARB approval. In addition, construction of such improvements on Lots that do not comply with Sections 3.03, 4.06.02, 4.07.01, 4.08 or 4.27 shall require the approval of the Golf Course Owner, which approval shall not be unreasonably withheld.

Section 4.04 **SUBMISSION TO ARB FOR APPROVAL.** Two (2) copies of a complete set of architectural, site drainage and landscaping plans and specifications and related materials and data in a form and to the extent required by the ARB including, a site drawing showing the location of trees of six (6) inches in diameter at a height of four (4) feet and other significant vegetation on such site shall be submitted to the ARB showing the nature, color, type, shape, floor plan, height, materials, and location of the same. The ARB shall approve or disapprove the submittal after consideration of the consistency of design with this Article IV, including but not limited to the harmony of external design, location, the building footprint and appearance in relation to surrounding structures and topography.

One copy of such plans, specifications, and related data so submitted shall be retained in the records of the ARB, and the other copy shall be returned to the Owner marked "approved" or "disapproved." If disapproved, the reason or reasons for such disapproval shall also be maintained in the records of the ARB and delivered to the proponent, in writing. The ARB shall establish a fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, urban designers, inspectors, or attorneys retained in accordance with the terms hereof. The fee initially established for such review shall be \$300.00 for each submission, and the ARB shall have the right to increase this amount from time to time to an amount not to exceed \$500.00. Notwithstanding the foregoing, an Owner may make interior improvements and alterations within a Dwelling or any building or structures which it owns or



maintains, without the necessity of approval or review by the ARB. The ARB shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the ISHOA. In connection with approval rights and to prevent excessive drainage or surface water run-off, the ARB shall have the right to establish a maximum percentage of a Lot or Townhouse Area which may be covered by Dwellings, buildings, structures, or other improvements, which standards shall be promulgated on the basis of topography, percolation rate of the soil, soil types and conditions, vegetation cover, and other environmental factors. (See also Section 4.06.02). The ARB shall establish a building envelope for each Lot or Townhouse Area within the Property and no improvement, except fencing approved by the ARB, shall be constructed outside that envelope.

Following approval of any plans and specifications by the ARB, representatives of the ARB shall have the right, during reasonable hours, to enter upon and inspect any Lot or Townhouse Area with respect to which construction is underway to determine whether or not the plans and specifications therefore have been approved and are being complied with. In the event the ARB shall determine that such plans and specifications have not been approved or are not being complied with, the ARB shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications.

In the event the ARB fails to approve or disapprove in writing any proposed plans and specifications within forty-five (45) days after such plans and specifications shall have been submitted, such plans and specifications will be deemed to have been expressly approved. Upon approval of plans and specifications, no further approval under this Article IV shall be required with respect thereto, unless such construction has not substantially commenced within one (1) year of the approval of such plans and specifications (e.g., clearing and grading, pouring of footings, etc.) or unless such plans and specifications are materially altered or changed. Refusal of approval of plans and specifications by the ARB may be based upon any ground which is consistent with the objects and purposes of these Covenants, including purely aesthetic considerations, so long as such grounds are not arbitrary or capricious.

Section 4.05. **APPROVAL NOT A GUARANTEE.** No approval of plans and specifications and no publication of architectural standards shall be construed as representing or implying that such plans, specifications, or standards comply with requirements of any local permitting authority or, if followed, will result in properly designed improvements. Neither the ISHOA nor the ARB shall be responsible or liable for any defects in any plans or specifications submitted, reviewed or approved pursuant to the terms of this Article IV, nor any defects in construction undertaken pursuant to such plans and specifications.

Section 4.06. **RESTRICTIONS ON CONSTRUCTION.**

4.06.01 **Binding Effect.** The use restrictions set forth in these Covenants shall govern the right of the ISHOA, an Owner, developer or any other Person other than the Partnership to construct, reconstruct, alter or maintain any improvement upon any site within the Property.

4.06.02 **Height Limits; Minimum Floor Area; Lot Coverage.** To assure that



Dwellings and other structures will be located so that the maximum view and privacy will be available to each Dwelling or structure, Dwellings and structures will be located with regard to the topography of each Lot taking into consideration the location of trees and vegetation and other aesthetic and environmental considerations, as well as the location of any other Dwellings or structures within the Development. No Dwelling or other structure shall be constructed on a Lot which has a height to roof peak exceeding thirty-five (35) above the average adjacent natural grade except within view corridor areas which may be designated from time to time by the ARB or areas adjacent to the Aero Plaza runway where a lower height limit may be imposed. With the exception of Dwellings constructed on Lots located on the extreme southeastern corner of the Development Plan, not bordering the Golf Course along the 6th fairway, tee and green, all Dwellings constructed on Lots shall have a minimum floor area, exclusive of open porches and garages, of not less than: (a) 1,800 square feet for a Dwelling containing a single level; and (b) 2,000 square feet for a Dwelling containing two (2) levels. At the time the southeast corner of the Development Plan is annexed to the Property, the ISHOA may establish reduced minimum floor areas for Dwellings constructed on those Lots not bordering the Golf Course. Total impervious site development shall not exceed the limitation established for each Lot by the ARB, and total building footprint (including area under all decks, roof eaves and architectural projections more than three (3) feet above grade) shall not exceed thirty percent (30%) of the total Lot area. Separate height limits, minimum square footage requirements and lot coverage ratios shall be established by the ISHOA for Townhouse Areas.

4.06.03 **Variances.** The ARB shall be empowered to grant variances with respect to setback, lot coverage, height and bulk restrictions contained herein because of exceptional topographic, geologic or other extraordinary conditions, provided that such variances shall not violate local zoning or land use regulations, shall not be granted on an arbitrary basis, shall not unfairly discriminate between Owners and shall further the common purposes of the Indian Summer residential community. In all cases where applicable governmental laws or codes or ordinances would impose stricter standards than set forth herein, such laws, codes or ordinances shall govern. Provided, however, that the ISHOA may grant variances in its reasonable discretion so long as such variances do not negatively impact the operation of the Golf Course.

4.06.04 **Limits on Construction Activity.** No construction of improvements on any Lots shall be undertaken or conducted on any Sundays, or legal holidays as defined by RCW 1.16.050, except for: (a) emergency situations involving the potential loss, injury, or damages to person or property; and (b) as otherwise permitted by the ARB.

4.06.05 **Escrow Deposit For Completion; Time For Completion.** The ARB, in its sole discretion, may require that an Owner place in escrow with the ARB a sum of \$2,500.00, which sum may be increased from time to time in the ARB's reasonable discretion, in order to assure the completion of all improvements, including landscaping, within the time periods provided in this Article IV. The exterior of any improvement permitted by these Covenants shall be completed within one (1) year after the construction of same shall have been commenced, except where the ARB allows for an extension of time because completion within such time is impossible or would result in great hardship to the Owner or builder thereof due to strikes, national



emergencies, fires, floods, lightning, earthquakes, or other casualties. In the event that such improvements or landscaping are not completed within the provided periods, the ARB shall be entitled to retain any sums so held in escrow as a penalty for such failure to complete, or as a fund from which the ISHOA can mitigate any Owner's failure to comply with this Article IV, and such sums shall be remitted to and shall be the property of the ISHOA. Any such sums so held in such escrow shall, at the discretion of the ARB, be invested so as to earn interest, and any interest earned thereon shall be paid to the Owner making such escrow deposit, if his or her escrow deposit is refunded, or, if remitted to the ISHOA, shall be the property of the ISHOA.

4.06.06 No Temporary Structures, Modular or Mobile Homes; Maintenance During Construction. Dwellings may not be temporarily or permanently occupied until the exteriors thereof have been completed. No temporary house, shack, tent, barn, or other outbuilding shall be permitted on any Lot, Townhouse Area or Common Area at any time, except as provided in subsection 3.03.09 hereof and except for temporary structures for social functions as may be permitted by rules and regulations promulgated by the Board, nor shall any stable, poultry house or yard, rabbit hut, or other similar yard structure be constructed or allowed to remain on any Lot. No modular or mobile homes shall be permitted on the Property and no building or structure shall be moved in and set upon any of said Property and all construction on the Property must be of new construction. Prior to and throughout the construction of any Dwelling, each Owner shall ensure that his or her Lot is at all times maintained in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be kept within refuse containers. Upon completion of construction, all equipment, tools, and construction material and debris shall be removed from the site.

4.06.07 Construction to Conform With Code Requirements. All construction of improvements shall conform in all respects with local, state and Federal land use, building, mechanical, electrical, plumbing and environmental codes and regulations, as applicable.

Section 4.07. RESTRICTIONS ON SITE WORK. To preserve the aesthetic appearance of the Indian Summer residential community, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed by any Owner, unless and until the plans therefore have been submitted to and approved in writing by the ARB. In addition, the ARB shall review for conformity with the following:

4.07.01 Landscaping Adjacent to Golf Course. The landscaping plan for any Lots, Dwellings and Townhouse Areas adjacent to the Golf Course shall be in general conformity with the overall landscaping plan of such Golf Course.

4.07.02 No Obstructing Vegetation. No hedge or shrubbery planting on any Lots, Dwellings or Townhouse Areas or within any Common Areas shall be placed or be permitted to remain which obstructs sight lines or otherwise in the determination of the ARB poses any hazard to safe vehicular or pedestrian traffic above or adjacent to any roads or Common Areas in the Development.



4.07.03 **Limitations On Tree Removal.** Unless located within five (5) feet of a Dwelling, no Owner shall be entitled to cut, remove, or mutilate any trees, shrubs, bushes, or other vegetation having a trunk diameter of six (6) inches or more at a point of four (4) feet above ground level, without obtaining the prior approval of the ARB, provided that dead or diseased trees which are inspected and certified as dead or diseased by the ARB or its representative, as well as other dead or diseased shrubs, bushes, or other vegetation, shall be cut and removed promptly from any Lot, Dwelling or Townhouse Area by the Owner.

4.07.04 **Completion of Landscaping.** All of the landscaping of Lots and Townhouse Areas must be completed within six (6) months of occupancy or substantial completion of the improvements located thereon, whichever date shall first occur. The ARB is authorized to grant extensions of up to three (3) additional months if weather conditions require. Owners shall be responsible to maintain all Lots, Dwellings and Townhouse Areas and to clear unsightly weeds or undergrowth as reasonably deemed necessary by the ARB even though no improvements have been constructed on Lot or Townhouse Area.

4.07.05 **Removal of Vegetation.** Absolutely no vegetation shall be removed by any Owner from any open space tract, native growth protection easement area or any other area outside the boundaries of Owner's Lot or Dwelling.

Section 4.08. **SETBACKS; SPECIAL SETBACK RESTRICTION FOR LOTS ADJACENT TO GOLF COURSE.** Subject to the provisions of Section 4.15 regarding fences and unless a greater distance is provided on the Plat, no structure shall be located closer than: (a) twenty (20) feet from the front boundary line of any Lot; or (b) ten (10) feet from the sidelines of any Lot. Rear yard setbacks shall be as required by Thurston County, except as described herein. For purposes of all setback requirements in this Section 4.08, except the special Golf Course setback from fairways, greens and tees described below, steps, walkways and open porches (*i.e.*, porches not covered by roofs or partially or fully walled in) shall not be considered a structure. For purposes of this Section 4.08, roof overhang shall be considered a structure. Also, for purposes of this Section, an improvement, not otherwise excluded, 30 inches in height or greater, shall be considered a structure. Notwithstanding anything to the contrary contained herein or in the Plat, with respect to any Lot adjacent to a Golf Course fairway, green or tee, a special Golf Course setback from the common boundary line of the Lot and the fairway, green or tee shall be required, within which special Golf Course setback absolutely no structures, including fences, shall be permitted; provided that the Golf Course Owner may, in its sole discretion and by express written permission only, authorize steps, walkways and open porches within said special Golf Course setback. The special Golf Course set back shall vary in width but in no event shall it exceed thirty (30) feet. All vegetation and trees shall be left undisturbed. SPECIFICALLY, THE VEGETATION AND TREES WITHIN THIS SPECIAL GOLF COURSE SETBACK MAY NOT BE CUT, PRUNED, COVERED BY FILL, REMOVED OR DAMAGED IN ANY WAY WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE GOLF COURSE OWNER. ALL OWNERS IN VIOLATION OF THIS SECTION 4.08 SHALL AUTOMATICALLY FORFEIT THE DEPOSIT PROVIDED FOR IN SECTION 4.06.05, WHICH DEPOSIT SHALL BE PAID TO THE GOLF COURSE OWNER, AND IN ADDITION WILL BE ASSESSED A FINE OF



\$1,000 FOR EACH TREE SO REMOVED, PAYABLE TO THE GOLF COURSE OWNER. SAID PAYMENTS SHALL BE IN ADDITION TO ANY OTHER REMEDIES AVAILABLE TO THE ISHOA OR THE GOLF COURSE OWNER HEREUNDER OR AT LAW OR IN EQUITY.

Section 4.09. **BUILDING MATERIALS; ROOF SLOPE.** With respect to all Dwellings on Lots, roofs shall have no less than a minimum 4:12 slope and no more than a maximum 12:12 slope, and only 25% of the plan area of a roof may be flat. The surface color of all flat areas on a roof shall be subject to the approval of the ARB. Roof surface material on all sloped roofs shall be natural wood shingle, shakes, tile, slate, copper, standing seam metal or such other products and materials as may be approved by the ARB but shall not be composition shingles. No roof top mechanical equipment shall be allowed except flues and vent stacks less than four (4) inches in diameter, and solar collectors and skylights (not to exceed 20% of the total roof area) mounted in the roof surface plane. Exterior wall materials shall be restricted to wood siding and composite wood siding, except for plywood products, wood shingles exposed wood structural elements, brick, stone and drivet or similar cementitious type products. Exterior stain, paint and drivet type finishes shall be of earth tone hues acceptable to the ARB. Natural aluminum glazing sash shall not be permitted. All window trim members shall be stained or painted.

Section 4.10. **SERVICE YARDS, DRIVEWAYS AND PARKING.** Each Lot shall provide visually-screened areas to serve as service yards in which garbage receptacles, fire wood, fuel tanks, gas and electric meters, mechanical equipment and other materials, supplies, and equipment which are stored outside must be placed or stored in order to conceal them from view from roads and adjacent properties and the Golf Course. Any such visual barrier shall be at least six (6) feet high and may consist of either fencing or landscaping and planting which is approved by the ARB in accordance with the terms of this Article IV. Such service yards which are on a Lot must be enclosed and contiguous to the Dwelling. Development of each Lot shall include a provision for parking of a minimum of two cars exterior to the garage and within the building setback lines and a maximum of a three car garage, unless a lesser amount is specified by local zoning or land use regulations. Golf carts shall be parked inside garages. No overnight parking of vehicles shall be allowed on any street adjoining any Lot, provided that vehicles belonging to guests occasionally may be so parked. Driveway material shall be concrete, brick, stone or cementitious pavers. Gravel surface and asphalt driveways are not permitted. Retaining walls shall be constructed from placed brick, stone, railroad ties, or be surfaced in wood siding.

Section 4.11. **RESIDENTIAL USE.** Each Lot and Dwelling shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. The use of a portion of a Dwelling as an office by an Owner or his or her tenant shall not be considered to be a violation of this covenant if such use does not create regular customer, client, or employee traffic, provided that in no event shall any Lot or Dwelling be used as the office of or storage area for any building contractor or real estate developer for purposes of marketing or developing Lots or Dwellings within the Development. Lease or rental of a Dwelling for residential purposes shall also not be considered to be a violation of this covenant so long as the lease: (a) is for not less than the entire Dwelling and all the improvements thereon; (b) is for a term of at least six (6) months; and (c) is otherwise in compliance with rules and regulations as may be promulgated and published from time



to time by the Board of Directors. Any lessee or tenant shall in all respects be subject to the terms and conditions of these Covenants and the rules and regulations adopted hereunder.

Section 4.12. **EXTERIOR APPEARANCE**. No carports shall be permitted on any Lot. No foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades, or other purpose, nor shall any window-mounted heating or air-conditioning units be permitted. Except within screened service yards, outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed, or maintained, nor shall any clothing, rugs, or other item be hung on any railing, fence, hedge, or wall. All exterior architectural and landscape lighting shall be indirect with no light source visible from the road or Common Areas.

Section 4.13. **SIGNS**. Except as may be required by legal proceedings or law, no signs or advertising posters of any kind shall be maintained or permitted within any windows, on the exterior of any improvements or on any portion of any Lot located within the Development excepting one (1) sign in the front and one (1) sign along the Golf Course boundary of any Lot or Dwelling bordering on the Golf Course, each such sign shall be not more than five (5) square feet in size and shall be only for advertising the Property for sale or rent, or signs used by a builder to advertise the Property during the construction and the initial sales period. All signs shall be subject to the approval of the ARB.

Section 4.14. **MOTORIZED VEHICLES**. No trucks, recreational vehicles, motor homes, motor coaches, campers, trailers, boats or boat trailers, or similar vehicles other than passenger automobiles or pickup or utility trucks with a capacity of one-half ton or less or any other motorized vehicles shall be parked, stored, or in any manner kept or placed on any portion of the Property except in an enclosed garage. This restriction, however, shall not be deemed to prohibit commercial and construction vehicles, in the ordinary course of business, from making deliveries or otherwise providing service to the Property or for the initial construction by the Owners. In addition, no Owners or Occupants of any portion of the Property shall repair or restore any vehicle of any kind upon or within any Lot or Townhouse Area or within any portion of the Common Areas, except: (a) within enclosed garages or workshops; or (b) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a repair facility. Guests of Owners may park motorhomes at the Owner's Dwelling for a period not to exceed seven (7) consecutive days, provided that the Owner gives the Secretary of ISHOA prior written notice of the license number of the guest's motorhome and the period during which it will be parked at the Owner's Dwelling.

Section 4.15 **FENCES; DECKS**. No fence or deck shall be constructed on any Lot without the prior review and approval of the ARB. All fences and decks, if approved, shall be constructed in a good and workmanlike manner of suitable materials, shall be artistic in design and shall not detract from the appearance of any adjacent improvements. No fence higher than six (6) feet shall be permitted unless required by local planning authorities. No deck shall be of a height which interferes unreasonably with the privacy of any adjacent Lots or Dwellings.



Section 4.16. **SWIMMING POOLS; JACUZZIS.** No swimming pool or jacuzzi shall be constructed on any Lot without the prior review and approval of the ARB. All pools and jacuzzis, if approved, shall be located a minimum of twenty (20) feet from the side lot line of the Lot and under no circumstances shall be permitted in the thirty (30) foot rear yard setback required in Section 4.08.

Section 4.17. **WATER AND SANITATION.** Each structure designed for occupancy or use by humans shall connect with water and sanitation facilities as shall be made available from time to time by the City of Olympia, or any other approved person or entity.

Section 4.18. **PETS.** No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any Owner upon any portion of the Development, provided that a reasonable number of generally recognized house pets may be kept in Dwellings, subject to rules and regulations adopted by the ISHOA, through its Board of Directors, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Areas. Dog kennels must be a minimum of thirty (30) feet from any adjacent Dwelling and where authorized by the ARB, must be constructed with the long dimension contiguous to an adjacent Dwelling and shall be screened from public roadways. All pets shall be kept indoors or within fenced yards and shall otherwise be on a leash at all times, including when walked or exercised in any portion of the Common Areas. No pet shall be permitted to leave its excrement on any portion of the Common Areas, and the Owner of such pet shall immediately remove the same. Upon the written request of any Owner, the Board of Directors may conclusively determine, in its sole and absolute discretion, whether, for purposes of this Section 4.18, a particular pet is a generally recognized house pet or such pet is a nuisance, and the Board shall have the right to require the owner of a particular pet to remove such pet from the Indian Summer residential community if such pet is found to be a nuisance or to be in violation of these restrictions. The Board of Directors shall have the further right, to fine any Owner (in an amount not to exceed \$50.00 per violation) for the violation of these pet restrictions by such Owner or an occupant of his or her Dwelling, and an Owner shall be liable to the ISHOA for the cost of repair of any damage to the Common Areas caused by the pet of such Owner or of an occupant of such Owner's Dwelling. Any such fine or cost of repair shall be added to and become a part of that portion of any assessment next coming due to which such Dwelling and its Owner are subject.

Section 4.19. **DRAINAGE.** No owner shall do or permit any work, construct any improvements, place any landscaping, or suffer the existence of any condition whatsoever which shall alter or interfere with the drainage pattern for the property, except to the extent such alteration and drainage pattern is approved in writing by the ARB or the Board of Directors. Under no circumstances shall drainage from any Lot be allowed to flow onto the Golf Course. All discharge from roof drains and other impervious surfaces not subject to vehicular traffic shall be directed to an infiltration system (such as drywells or French drains) sized as required by Section 4.7 of the Thurston County Drainage and Erosion Manual, as presently in effect or as hereafter amended or replaced by the appropriate authority. Sizing calculations and design of the infiltration system shall



be reviewed and approved by the Thurston County review officer as a part of the building permit review process. Additionally, sizing calculations and design shall be reviewed and approved by the ARB as a part of the ARB process.

Section 4.20. **TRASH**. No trash, ashes, garbage or other refuse shall be thrown or dumped on any land or area within the Property. There shall be no burning or other disposal of refuse out of doors. Each Owner shall provide suitable receptacles for the temporary storage and collection of refuse, and all such receptacles shall be screened from the public view and from the wind and protected from animal and other disturbance.

Section 4.21. **COMPLIANCE WITH LAWS**. Subject to the rights of reasonable contest, each Owner shall promptly comply with all the provisions of all applicable laws, regulations, ordinances, and other governmental or quasi-governmental regulations with respect to all or any portion of the Property.

Section 4.22. **ABANDONED OR INOPERABLE VEHICLES**. Abandoned or inoperable automobiles or vehicles of any kind, except as provided below, shall not be stored or parked on any portion of the Property. "Abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of three (3) weeks or longer; provided however, this shall not include vehicles parked by owners while on vacation. A written notice describing the "abandoned or inoperable vehicle" and requesting its removal may be personally served upon the Owner or posted on the unused vehicle. If such vehicle has not been removed within seventy-two (72) hours after notice has been given, the ISHOA shall have the right to remove the vehicle without liability, and the expense of removal shall be charged against the Owner.

Section 4.23. **ANTENNAS**. No exterior radio, television, microwave or other antenna or antenna dish or signal capture or distribution device shall be permitted without the prior written consent of the ARB and appropriate screening from the Golf Course, adjacent Lots, Dwellings and Common Areas.

Section 4.24. **NOISE**. No exterior horns, whistles, bells or other sound devices, except door bells and security devices used exclusively to protect the security of the Property or improvements, shall be placed or used on any portion of the Property. In addition, Owners shall not permit any noise or disturbance on their Lots or within their Dwellings which tends to disturb play on the Golf Course.

Section 4.25. **SECURITY SYSTEMS**. The ISHOA owns a manned guardhouse and security gates. No Owner or Townhouse Association shall be entitled to install or maintain any alternative security systems within a Dwelling, other than security systems which are registered with the ISHOA and the guardhouse, together with instructions and permission to security personnel as to deactivation of any activated alarm.

Section 4.26. **YARD LAMPS AND MAILBOXES**. Each Lot shall have at least one (1)



yard lamp in the front ten (10) feet of the front yard of the Lot of a uniform design selected for use throughout the Development by the ARB. The ARB shall also select a uniform mailbox design for use throughout the Development. No other yard lamp or mailbox will be permitted in the Development.

Section 4.27. **GOLF COURSE AREAS.** Owners and Occupants of Lots and Dwellings adjacent to all Golf Course fairways and greens, as well as their families, tenants, guests, invitees and pets, shall be obligated to refrain from any actions which would distract the playing qualities of the Golf Course. Such prohibited activities shall include, but not be limited to, maintenance of dogs or other pets under conditions which interfere with Golf Course play due to their loud barking or other actions, running or walking on the fairways, picking up balls on the Golf Course or within the thirty (30) foot Setback Easement while still in play, or like interference with the play.

Section 4.28. **NUISANCE.** No obnoxious or offensive activity shall be carried on within the Property, nor shall anything be done or permitted which shall constitute a public nuisance. No noise or other nuisance shall be permitted to exist or operate upon the Property so as to be offensive or detrimental to any other part of the Property or its occupants.

Section 4.29. **DAMAGE TO GOLF COURSE.** Any damage to the Golf Course by Lot Owners, their children, contractors, agents, visitors, friends, relatives, service personnel, employees and independent contractors, shall be repaired and restored to like-new condition by such Owner within twelve (12) days from the occurrence of such damage; provided, however, that if the nature of the repair and restoration is such that more than twelve (12) days are required for performance, then there shall be no violation of this requirement if such Owner commences performance within the twelve (12) day period and thereafter diligently prosecutes the same to completion.

Section 4.30. **GOLF COURSE OPERATIONS.** The Golf Course Owner, and its members, officers, directors, representatives, agents, assigns, predecessors and successors in interest, and all other related persons, firms, corporations and organizations, shall have no liability to Lot Owners for damage or injury resulting from use by anyone of the Golf Course. The Owners acknowledge that golfers shall have the right to retrieve their balls from any Lot adjacent to the Golf Course so long as they do not damage any property or enter any deck, patio or enclosed area. The Lot Owners also acknowledge that the Golf Course must be regularly mowed and maintained, very often in the early morning before play begins, and that the Lot Owners, shall have no recourse against the Golf Course Owner, the operator of the Golf Course, the members and invited guests of the Golf Course, and associated management, maintenance and service personnel, or its operators for such noise.

Section 4.31. **GOLF COURSE OWNER.** The Covenants, Conditions and Restrictions of this Article IV shall be deemed to inure to the benefit of the Golf Course Owners and its successors and assigns, and all remedies available to Lot Owners and the ISHOA shall be available to the Golf Course Owner and its successors and assigns, as well as any other remedies available at law, in equity, or as set forth in these Covenants.



ARTICLE V

MEMBERSHIP IN THE ISHOA AND VOTING

Section 5.01. **MEMBERSHIP.**

5.01.01 **Membership Appurtenant to Ownership.** Every Owner shall be deemed to have a membership in the ISHOA. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Dwelling and ownership of a Lot or Dwelling shall be the sole qualification for such membership. In the event that fee title to a Lot or Dwelling is transferred or otherwise conveyed, the membership in the ISHOA which is appurtenant thereto shall automatically pass to such transferee, notwithstanding any failure of the transferor to endorse to his transferee any certificates or other evidences of such membership, if any. The foregoing is not intended to include Mortgagees or any other persons who hold an interest in a Lot or Dwelling or any portion of the Property merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an Owner's membership in the ISHOA. Notwithstanding any of the foregoing to the contrary, no Owner, whether one or more persons, shall have more than one membership per Lot or Dwelling. Membership rights in the ISHOA shall include all rights and restrictions imposed thereon as described in these Covenants or as may be promulgated by the Board of Directors pursuant to its authority to impose rules and regulations as described in Article X below.

5.01.02. **Golf Course Owner's Special Membership.** The Golf Course owner at all times shall have and be deemed to hold a special membership in the ISHOA whether or not the Golf Course Owner is an Owner of a Lot or Dwelling. As a holder of this special membership, the Golf Course Owner shall be entitled to notice of all meetings of Owners; shall be entitled to speak and be heard at any such meetings; and shall have the right to veto any change or amendment to Section 3.03, 4.06.02, 4.07.01, 4.08 and 4.27 of these Covenants, if such change or amendment negatively impacts the operation of the Golf Course.

Section 5.02. **VOTING.** Membership in the ISHOA shall include the right to vote. The members shall be all Owners and shall be entitled to one (1) vote for each Lot or Dwelling owned. When more than one person holds an interest in any Lot or Dwelling, all such persons shall be members. The vote for such Lot or Dwelling shall be divisible and exercised as the Owners determine, but in no event shall more than one vote be cast with respect to the Lot or Dwelling.

Section 5.03. **MULTIPLE DWELLING UNITS.** There shall be no votes available to the Owner of any Townhouse Area until such time as a building permit for the construction of town homes or cluster homes has been issued by the applicable permitting authority and the ARB. Thereafter the votes for any Townhouse Area shall be based upon the number of Dwellings authorized by the applicable permitting authority and the ARB, until such time as all Dwellings on such Townhouse Areas have been completed. Thereafter, the votes shall be based upon the number of Dwellings actually constructed upon such Lots.



Section 5.04. **MANAGER.** The ISHOA may employ or contract for the services of a Manager, provided that no such employment shall be by a contract having a term of more than three (3) years, and each such contract shall be subject to cancellation by the ISHOA on ninety (90) days prior written notice without cause and without payment of a termination fee. The Manager shall not have the authority to make expenditures for additions or improvements chargeable against the Maintenance Fund except upon specific prior approval and direction by the Board. The Board shall not be liable for any omission or improper exercise by a Manager of any such duty, power, or function so delegated by written instrument executed by or on behalf of the Board.

Section 5.05. **BOOKS AND RECORDS.** The ISHOA shall make available for inspection, upon request, during normal business hours or under other reasonable circumstances, to Owners and Mortgagees, current copies of these Covenants, and the books, records, and financial statements of the ISHOA prepared pursuant to the Bylaws. The ISHOA may charge a reasonable fee for copying such materials.

Section 5.06. **SUCCESSOR TO THE PARTNERSHIP.** The ISHOA succeeded to all of the rights, duties and responsibilities of the Partnership under these Covenants on the Transfer Date described in Section 3.06.02.

Section 5.07. **MAINTENANCE WITHIN PROPERTY.** In the event that the ISHOA or the Board of Directors determines that: (a) any Owner or non-profit corporation responsible for common elements of a Townhouse Area has failed or refused to discharge properly his or its obligations with regard to the maintenance, cleaning, repair, or replacement of items for which he or it is responsible hereunder; or (b) that the need for maintenance, cleaning, repair, or replacement which is the responsibility of the ISHOA hereunder is caused through the willful or negligent act of an Owner, non-profit corporation responsible for the common elements of a Townhouse Area, his or her family, tenants, guests, or invitees, and is not covered or paid for by insurance in whole or in part, then, in either event, the ISHOA, except in the event of an emergency situation, may give such Owner or non-profit corporation responsible for the common elements of a Townhouse Area written notice of the ISHOA's intent to provide such necessary maintenance, cleaning, repair, or replacement, at the sole cost and expense of such Owner or non-profit corporation responsible for the common elements of a Townhouse Area, as the case may be, and setting forth with reasonable particularity the maintenance, cleaning, repairs, or replacement deemed necessary. Except in the event of emergency situations, such Owner or non-profit corporation responsible for the common elements of a Townhouse Area, as the case may be, shall have fifteen (15) days within which to complete the same in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair, or replacement is not capable of being completed within said fifteen (15) day period, to commence said maintenance, cleaning, repair, or replacement and diligently proceed to complete the same in a good and workmanlike manner. In the event of emergency situations or the failure of any Owner or non-profit corporation responsible for the common elements of a Townhouse Area, to comply with the provisions hereof after such notice, the ISHOA may provide (but shall not have the obligation to so provide) any such maintenance cleaning, repair, or replacement at the sole cost and expense of such Owner or non-profit corporation responsible for the common elements of a Townhouse Area, as the case may be, and said cost shall be added to and



become a part of the assessment to which Owner and his or her Lot or Dwelling is subject and shall become a lien against such Lot or Dwelling, or, in the case of a non-profit corporation responsible for the common elements of a Townhouse Area, shall be added to and become a part of the assessments for all Owners within such Townhouse Area and shall become a lien against such Owner's Dwelling therein.

ARTICLE VI

INSURANCE AND FIDELITY BONDS

Section 6.01. **INSURANCE.**

6.01.01 **Form of Insurance.** The Board of Directors or its duly authorized agents shall have the authority to and shall obtain and continue in effect adequate property insurance, covering Common Area property and improvements owned by the ISHOA, in such form as the Board deems appropriate, against loss or damage by fire or other hazards, including, without limitation, extended coverage, vandalism, and malicious mischief, such coverage to be in an amount sufficient to cover the full replacement cost (without depreciation but subject to such deductible levels as are deemed reasonable by the Board) of any repair or reconstruction in the event of damage or destruction from any such hazard.

6.01.02 **Public Liability Policy for Common Areas.** The Board or its duly authorized agents shall have the authority to and shall obtain and continue in effect a public liability policy covering all the Common Areas and all damage or injury caused by the negligence of the ISHOA, its members, its directors and officers, or any of its agents. Such public liability policy shall provide such coverages as are determined to be necessary by the Board of Directors.

6.01.03 **Terms of Insurance.** All such insurance coverage obtained by the Board of Directors shall be written in the name of the ISHOA and costs of all such coverage shall be paid by the ISHOA. Exclusive authority to adjust losses under policies obtained by the ISHOA and hereafter in force with respect to the Development shall be vested in the Board of Directors. Insofar as permitted by law, the ISHOA shall be required to make every effort to secure insurance policies with the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in the State of Washington and holding a rating of A-XI or better in such financial categories as established by Best's Insurance Reports, if such a company is available or, if not available, its equivalent rating or the best rating possible.

(b) All property insurance policies shall be for the benefit of the Owners and their Mortgagees as their interests may appear.

(c) All policies shall provide that coverage may not be cancelled or



substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' prior written notice to the ISHOA and any Mortgagees and insureds named in the policies.

(d) In no event shall the insurance coverage obtained and maintained by the ISHOA's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees, and all policies shall contain a provision that the "other insurance" clauses in such policies exclude from consideration policies obtained by individual Owners or their Mortgagees.

(e) All policies shall contain a waiver of subrogation by the insurer as to any claims against the ISHOA, the ISHOA's directors and officers, the Owners, and their respective families, the ISHOA's manager and Townhouse Associations.

ARTICLE VII

DAMAGE OR DESTRUCTION

Section 7.01 **ESTIMATE OF DAMAGES OR DESTRUCTION**. As soon as practical after an event causing damage to or destruction of any part of the Common Areas in the Indian Summer residential community, the ISHOA shall, unless such damage or destruction shall be minor, obtain an estimate or estimates, that it deems reliable and complete, of the costs of repair and reconstruction of that part of the Common Area so damaged or destroyed. "Repair and reconstruction" as used in this Article VII shall mean restoring the damaged or destroyed Improvements to substantially the same condition in which they existed prior to the damage or destruction.

Section 7.02. **REPAIR AND RECONSTRUCTION**. As soon as practical after obtaining estimates, the ISHOA shall diligently pursue to completion the repairs and reconstruction of the damaged or destroyed Improvements. The ISHOA may take any and all necessary or appropriate action to effect repair and reconstruction, and no consent or other action by any Owner shall be necessary. Assessments of the ISHOA shall not be abated during the period of insurance adjustments and repair and reconstruction.

Section 7.03. **FUNDS FOR REPAIR AND RECONSTRUCTION**. The proceeds received by the ISHOA from any hazard insurance shall be used for the purpose of repair, replacement, and reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair and reconstruction, the ISHOA may, pursuant to Section 3.05.05 above, levy, assess, and collect in advance from all Owners, without the necessity of a special vote of the Owners, a special assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. Further levies may be made in like manner if the amounts collected prove sufficient to complete the repair and reconstruction.



Section 7.04. **DISBURSEMENT OF FUNDS FOR REPAIR AND RECONSTRUCTION.** The insurance proceeds held by the ISHOA and the amounts received from the special assessments provided for in Section 3.05.05 above constitute a fund for the payment of the costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from the special assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be retained by the ISHOA and utilized as determined by the Board of Directors and as required by Article IX, Section 9.01.04.

Section 7.05. **DECISION NOT TO REBUILD.** If Owners representing at least sixty-seven percent (67%) of the total allocated votes in the ISHOA and sixty-seven percent (67%) of the First Mortgagees (based upon one vote for each Mortgage owned) of the Lots and Dwellings agree in writing not to repair and reconstruct and no alternative improvements are authorized, then and in that event the Property shall be restored to its natural state and maintained as an undeveloped portion of the Common Areas by the ISHOA in a neat and attractive condition, and any remaining insurance proceeds shall be retained by the ISHOA and utilized as determined by the Board of Directors and as required by Article IX, Section 9.01.04.

Section 7.06. **DAMAGE OR DESTRUCTION AFFECTING LOTS OR DWELLINGS.** In the event of damage or destruction to the improvements located on any of the Lots or constituting a Dwelling, the Owner thereof shall promptly repair and restore the damaged Improvements to their condition prior to such damage or destruction. If such repair or restoration is not commenced within one hundred eighty (180) days from the date of such damage or destruction, or if repair and reconstruction is commenced but then abandoned for a period of more than ninety (90) days, then the ISHOA may, after notice and hearing as provided in these Covenants, impose a fine of not less than \$50 per day on the Owner of the Lot or Dwelling until repair and reconstruction is commenced, unless the Owner can prove to the satisfaction of the ISHOA that such failure is due to circumstances beyond the Owner's control. Such fine shall be a default assessment and lien against the Lot or Dwelling as provided in Section 3.05.07 above.

ARTICLE VIII

CONDEMNATION

Section 8.01. **RIGHTS OF OWNERS.** Whenever all or any part of the Common Areas shall be taken or conveyed in lieu of and under threat of condemnation by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice of the taking, but the ISHOA shall act for all Owners in the proceedings incident to the condemnation proceeding, unless otherwise prohibited by law.

Section 8.02. **PARTIAL CONDEMNATION; DISTRIBUTION OF AWARD; RECONSTRUCTION.** The award made for such taking shall be payable to the ISHOA as trustee for all Owners to be disbursed as follows:



If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking Owners representing at least sixty-seven percent (67%) of the total membership in the ISHOA shall otherwise agree, the ISHOA shall restore or replace such improvements so taken on the remaining land included in the Common Areas to the extent lands are available therefore, in accordance with plans approved by the Board of Directors and the ARB. If such improvements are to be repaired or restored, the provisions in Article VII above regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Areas, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be distributed in equal shares per Lot or Dwelling, first to the Mortgagees and then to the Owners, as their interests appear.

Section 8.03. **COMPLETE CONDEMNATION**. If all of the Property of Indian Summer is taken, condemned, sold, or otherwise disposed of in lieu of or in avoidance of condemnation, then the regime created by these Covenants shall terminate, and the portion of the condemnation award attributable to the Common Areas shall be distributed as provided in Section 8.02 above.

ARTICLE IX

FHLMC REQUIREMENTS

Section 9.01. **FHLMC APPROVAL REQUIREMENTS**. Unless at least sixty-seven percent (67%) of the First Mortgagees (based on one vote for each First Mortgage owned) and Owners representing at least sixty-seven percent (67%) of the total allocated votes in the ISHOA have given their prior written approval, the ISHOA shall not be entitled to:

9.01.01 **Transfer of Interests in Common Areas**. By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or part of the Common Area (provided that the granting of easements or other interests in property for public utilities or for other public purposes consistent with the intended use of such Common Area shall not be deemed a transfer within the meaning of this clause);

9.01.02 **Change in Method of Assessment**. Change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner;

9.01.03 **Maintenance of Insurance**. Fail to maintain fire and extended coverage on insurable Common Areas in an amount not less than one hundred percent (100%) of current replacement cost; or

9.01.04 **Use of Insurance Proceeds**. Use hazard insurance proceeds for losses to Common Areas or improvements thereon for other than the repair, replacement, or reconstruction of same.



Section 9.02. **MORTGAGEES' RIGHTS.** First Mortgagees of Lots or Dwellings, jointly or singly, may pay taxes or other charges which are in default and which may or have become a charge against any of the Common Areas or improvements thereon, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Areas. First Mortgagees making such payments shall be owed immediate reimbursement from the ISHOA.

ARTICLE X

RULE MAKING

Section 10.01. **RULES AND REGULATIONS.** Subject to the provisions hereof, the Board of Directors may establish reasonable rules and regulations concerning the use of Lots, Dwellings, Townhouse Areas and the Common Areas and facilities located thereon, including, without limitation, the Club Recreational Facilities. In particular but without limitation, the Board of Directors may promulgate from time to time rules and regulations which shall govern activities which may, in the judgment of the Board of Directors, be environmentally hazardous, such as application of fertilizers, pesticides, and other chemicals. Copies of such rules and regulations and amendments thereto shall be furnished by the ISHOA to all Owners prior to the effective date of such rules and regulations and amendments thereto. Such rules and regulations shall be binding upon the Owners, their families, tenants, guests, invitees, servants, and agents, until and unless any such rule or regulation shall be specifically overruled, cancelled, or modified by the Board of Directors or in a regular or special meeting of the ISHOA by the vote of the Owners, in person or by proxy, holding two-thirds (2/3) of the total votes in the ISHOA.

Section 10.02. **AUTHORITY AND ENFORCEMENT.** Subject to the provisions of Section 10.03 hereof, upon the violation of these Covenants, the Bylaws, or any rules and regulations duly adopted hereunder, including, without limitation, the failure to timely pay any assessments, the Board shall have the power: (a) to impose reasonable monetary fines which shall constitute an equitable charge and a continuing lien upon the Lot or Dwelling, the Owners, occupants or guests of which are guilty of such violation; (b) to suspend an Owner's right to vote in the ISHOA; or (c) to suspend an Owner's right (and the right of such Owner's family, guests, and tenants and of the co-Owners of such Owner and their respective families, guests, and tenants) to use any of the ISHOA recreational facilities and Common Areas, and the Board shall have the power to impose all or any combination of these sanctions. An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner, his family, guests, or tenants or by his co-Owners or the family, guests, or tenants of his co-Owners. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days.

Section 10.03. **PROCEDURE.** Except with respect to the failure to pay assessments, the Board shall not impose a fine, suspend voting rights, or infringe upon or suspend any other rights of an Owner or other occupant of the Indian Summer residential community for violations of the



Covenants, the Bylaws, or any rules and regulations of the ISHOA, unless and until the following procedure is followed:

10.03.01 **Demand to Cease and Desist.** Written demand to cease and desist from an alleged violation shall be served upon the Owner responsible for such violation specifying:

- (a) the alleged violation;
- (b) the action required to abate the violation; and
- (c) a time period of not less than ten (10) days during which the violation may be abated without further sanction, if such violation is a continuing one, or if the violation is not a continuing one, a statement that any further violation of the same provision of these Covenants, the Bylaws, or of the rules and regulations of the ISHOA may result in the imposition of sanctions after notice and hearing.

10.03.02 **Hearing.** Within twelve (12) months of such demand to cease and desist, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same violation subsequently occurs, the Board may serve such Owner with written notice of a hearing to be held by the Board in executive session. The notice shall contain:

- (a) the nature of the alleged violation;
- (b) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice;
- (c) an invitation to attend the hearing and produce any statement, evidence, and witnesses on his behalf; and
- (d) the proposed sanction to be imposed
- (e) The hearing shall be held in executive session of the Board of Directors pursuant to the notice and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the executive session hearing. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer, director, or other individual who delivered such notice. The notice requirement shall be deemed satisfied if an alleged violator appears at the executive session hearing. The minutes of the executive session hearing shall contain a written statement of the results of the hearing and the sanction imposed, if any.



ARTICLE XI

RESOLUTION OF DISPUTES

If any dispute or question arises between Owners or between Owners and the ISHOA or the ARB relating to the interpretation, performance or nonperformance, violation, or enforcement of these Covenants, such dispute or violation may be subject to a hearing and determination by the Board in accordance with the procedures set forth in the Bylaws.

ARTICLE XII

DURATION OF THESE COVENANTS AND AMENDMENT

Section 12.01. **TERM.** These Covenants and any amendments or supplements to these Covenants shall remain in effect from the date of recordation until July 6, 2023. Thereafter these Covenants shall be automatically extended for five (5) successive periods of ten (10) years each, unless otherwise terminated or modified as provided below.

Section 12.02. **AMENDMENTS.** Amendments to these Covenants shall be proposed and adopted in the following manner:

12.02.01 **Notice.** Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the ISHOA at which such proposed amendment is to be considered shall be delivered to each member of the ISHOA.

12.02.02 **Requirements for Approval.** At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board of Directors or by members of the ISHOA. Such amendment must be approved by Owners holding at least two-thirds (2/3) of the total votes in the ISHOA entitled to be cast; provided, however, that: any amendment which materially and adversely affects the security, title and interest of any Mortgagee must be approved by such Mortgagee.

12.02.03 **Recording of Amendment.** The agreement of the required percentage of the Owners and, where required, any Mortgagee, to any amendment of these Covenants shall be evidenced by their execution of such amendment, or, in the alternative, the sworn statement of the President of the ISHOA attached to or incorporated in the amendment executed by ISHOA, which sworn statement shall state unequivocally that the agreement of required parties was lawfully obtained. Any such amendment of these Covenants shall become effective only when recorded or such later date as may be specified in the amendment itself.

Section 12.03. **EFFECTIVE ON RECORDING.** Any modification or amendment shall be immediately effective upon recording a copy of such amendment or modification, executed and acknowledged by the necessary number of Owners or the President of the ISHOA as provided in



Section 12.02, accompanied by a certificate of a licensed abstract or title company as to ownership, or upon the recording of a copy of the amendment or modification together with a duly authenticated Certificate of the Secretary of the Board stating that the required number of consents of Owners and certificate of a licensed title or abstract company were obtained and are on file in the office of the ISHOA, in the Auditor of Thurston County, Washington.

Section 12.04. **REVOCATION.** These Covenants shall not be revoked, except as provided in Article VIII regarding total condemnation, without the consent of all of the Owners in a written instrument duly recorded.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 13.01. **CONTROL BY ISHOA BOARD OF DIRECTORS.** The ISHOA Board of Directors shall have the right to appoint and remove any member or members of the ARB or other committees or officer of the ISHOA.

Section 13.02. **MULTIPLE OWNERSHIP.** No Lots or Dwellings may be sold under any time-sharing, time-interval, or similar right-to-use programs, unless initially constituted as such by the ISHOA at the time of submission of such Lots or Dwellings to the terms of these Covenants. Notwithstanding the foregoing to the contrary, a Lot or Dwelling may be owned by a corporation or partnership so long as, in the sole determination of the ISHOA, such corporation or partnership has an independent business purpose and has not been formed in order to circumvent the restrictions contained herein.

Section 13.03. **WAIVER OF PROTEST TO ANNEXATION.** Water and sewer service for the Property is provided by the City of Olympia. In order to obtain water and sewer service for the Property, the predecessor in interest to the Partnership and the ISHOA, on behalf of heirs, assigns and any successors in interest, was required, pursuant to Section 13.04.240 of the Olympia Municipal Code, to enter into an "Agreement and Power of Attorney" dated February 26, 1991 with the City of Olympia covenanting to annex the Property to Olympia at such time as the Property becomes contiguous to the corporate boundaries of Olympia. This Agreement further provided that the Public Works Director of Olympia or his/her successor in interest or designee is appointed under a Special Power of Attorney to petition, on behalf of itself and all subsequent parties in interest to the Property, for the annexation of the Property to Olympia. This Special Power of Attorney is, by the terms of the Agreement, a power coupled with an interest which may not be terminated except at such time as the Property is no longer served by sewer and/or water facilities through the City of Olympia. The Agreement also provides that if Olympia resolves to annex the Property, parties with any interest in the Property covenant not to challenge the same by referendum or other methods. Purchasers of Lots, Dwellings and Townhouse Areas and their successors in interest, are bound by the terms of that Agreement, including, but not limited to, the foregoing.

Section 13.04. **TOWNHOUSE AREAS.** Townhouse areas may be subject to additional



covenants and declarations to govern particular aspects thereof. Townhouse Associations' memberships shall be limited to Owners of Dwellings within a Townhouse Area, and shall be established in order to promote their health, safety and welfare, as well as to provide for the maintenance of any improvements owned by such Owners and/or such Townhouse Associations. The Townhouse Association Owners shall also be members of the ISHOA. Townhouse Areas within such portions of the Property so submitted may be subject to covenants and restrictions in addition to those set forth herein, and such Townhouse Associations may levy additional assessments and make and enforce supplementary rules with respect to such Townhouse Areas.

Section 13.05. **ACCESS.** All Owners, by accepting title to a Lot, Dwelling or Townhouse Area conveyed subject to these Covenants, waive all rights of uncontrolled and unlimited access, ingress, and egress to and from such Lot, Dwelling or Townhouse Area, provided that pedestrian and vehicular access to and from all Lots, Dwellings or Townhouse Areas shall be provided at all times. There is reserved unto the ISHOA, and its respective successors and assigns the right and privilege, but not the obligation, to maintain guarded or electronically-monitored gates controlling vehicular and pedestrian access to and from portions of the Indian Summer residential community. Provided, however, that no such gates may be maintained that would restrict access to the Golf Course clubhouse.

Section 13.06. **CHANGES IN BOUNDARIES; ADDITIONS TO COMMON AREAS.** The ISHOA expressly reserves for itself and its successors and assigns, the right to change and realign the boundaries of the Common Areas, provided that any such change or realignment of boundaries shall not materially decrease the acreage of the Common Areas and shall be evidenced by a revision of or an addition to the Plat which shall be recorded in the records of Thurston County, Washington. No such change or realignment of boundaries may change the boundaries of the Golf Course.

Section 13.07. **NO PARTITION OF COMMON AREA.** There shall be no judicial partition of the Development or any part thereof, nor shall any Person acquiring any interest in the Indian Summer residential community or any part thereof seek any such judicial partition unless the Indian Summer residential community has been removed from the provisions of these Covenants.

Section 13.08. **ENFORCEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS, ATTORNEY'S FEES.** The Covenants Conditions and Restrictions set forth in these Covenants may be enforced by proceedings at law or in equity brought by the ISHOA or any Owner, which proceedings may be brought for the purpose of securing equitable relief, monetary damages or both. Venue for any such proceeding shall be in Thurston County, Washington.

In the event any controversy or claim arises under these Covenants, the prevailing party shall be entitled to its reasonable costs, disbursements and attorney fees, together with all expenses which it may reasonably incur, including, but not limited to, costs incurred in searching records, expert witness and consultant fees, discovery depositions whether or not introduced into evidence in the trial, hearing or other proceeding and travel expenses in any arbitration, trial or other



proceeding, including any proceeding brought to enforce an award or judgment, and any and all appeals taken therefrom.

Section 13.09. **SEVERABILITY**. These Covenants, to the extent possible, shall be construed or reformed so as to give validity to all of its provisions. Any provision of these Covenants found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating any other part hereof.

Section 13.10. **CONSTRUCTION**. In interpreting words in these Covenants, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

Section 13.11. **HEADINGS**. The headings are included only for purposes of convenient reference, and they shall not affect the meaning or interpretation of these Covenants.

Section 13.12. **REGISTRATION OF MAILING ADDRESS**. Each Owner shall register his or her mailing address with the Secretary of the ISHOA from time to time, and notices or demands intended to be served upon or given to a Owner shall be personally delivered to or sent by mail, postage prepaid, addressed in the name of the Owner at such registered mailing address.

Section 13.13. **NOTICE**. All notices or requests required shall be in writing. Notice to any Owner shall be considered delivered and effective upon personal delivery, or three days after posting, when sent by certified mail, return receipt requested, to the address of such Owner on file in the records of the ISHOA at the time of such mailing. Notice to the Board, the ISHOA, the ARB, or the Manager shall be considered delivered and effective upon personal delivery, or three days after posting, when sent by certified mail, return receipt requested, to the ISHOA, the Board, the ARB, or the Manager, at such address as shall be established by the ISHOA from time to time by notice to the Owners. General notices to all Owners or any classification thereof need not be certified, but may be sent regular first class mail.

Section 13.14. **WAIVER**. No failure on the part of the Partnership, the Golf Course Owner, the ISHOA, the Board, or the ARB to give notice of default or to exercise or to delay in exercising any right or remedy shall operate as a waiver, except as specifically provided above in the event the Board or ARB fails to respond to certain requests. No waiver shall be effective unless it is in writing, signed by the President or Vice President of the Board on behalf of the ISHOA, or by the Chairman of the ARB on behalf of the ARB.

Section 13.15. **LIMITATION OF LIABILITY**. Neither the ISHOA nor the ARB, or any officer or member of the Board shall be liable to any party for any action or for any failure to act with respect to any matter arising by, through or under these Covenants if the action or failure to act was made in good faith. The ISHOA shall indemnify all of the ARB members and officers and Board members with respect to any act taken in their official capacity to the extent provided in these Covenants and by law and in the Articles and Bylaws of the ISHOA.



Section 13.16. **CONFLICTS BETWEEN DOCUMENTS.** In case of conflict between these Covenants and the Articles of Incorporation or the Bylaws, these Covenants shall control. In case of conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control.

Section 13.17. **ASSIGNMENT.** If a person or entity takes title to all or part of the Property in a bulk purchase for the purpose of development and sale, such person or entity shall be identified, the particular rights being assigned shall be specified, and, to the extent required, concomitant obligations shall be expressly assumed by such person or entity, all in a written instrument duly recorded in the records of the Clerk and recorder of Thurston County, Washington.

ARTICLE XIV

ADDITIONAL COVENANTS, CONDITIONS AND RESTRICTIONS APPLICABLE TO THE TROPHY TEE AT INDIAN SUMMER GOLF & COUNTRY CLUB SUBDIVISION

Section 14.01. **PURPOSE OF ADDITIONAL COVENANTS, CONDITIONS AND RESTRICTIONS; CONFLICTS.** Additional Covenants, Conditions and Restrictions ("Additional Covenants") are applicable to the Trophy Tee at Indian Summer Golf & Country Club ("Trophy Tee") as a result of the fact that Trophy Tee is subject to different zoning requirements and restrictions than are applicable to the rest of the Indian Summer residential community. To the extent that there are conflicts between these Additional Covenants and the remainder of the Covenants, as amended, the Additional Covenants shall control development within Trophy Tee.

Section 14.02. **Setbacks.** The setback requirements for the Property shall be as follows:

(a) **Front Yards.** For Front Loaded Dwellings, the front yard setback shall be twenty (20) feet. For Alley Loaded Dwellings the front yard set back shall be fifteen (15) feet.

(b) **Rear Yards.** For Front Loaded Dwellings, the rear yard setback shall be thirty (30) feet for homes fronting on the Golf Course and twenty-five (25) feet for homes not fronting on the Golf Course. For Alley Loaded Dwellings, the rear yard setback shall be twenty (20) feet, except for dwellings with detached garages which shall have a minimum rear yard setback of ten (10) feet and further except for any further variance from this standard which may be granted by Thurston County or any other then acting governmental authority with jurisdiction over the Property.

(c) **Definitions.** For purposes of subsections 2.01(a) and 2.01(b), the following terms will have the following definitions:

(i) **"Front Loaded Dwellings"** shall mean Dwellings (as that term is defined at Section 2.01(i) of the Covenants), the garages for which open onto a street.





Association, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

NOTARY PUBLIC

State of Washington

PERI E. EDMONDS

Commission Expires JULY 18, 2010

Peri Edmonds

Notary Public in and for the State of Washington,

Residing at *Thurston County*

My commission expires *7-18-2010*

STATE OF WASHINGTON)

) ss.

County of Thurston)

On this 21st day of November, 2008, before me personally appeared Carol Litten, to me known to be the Secretary of the Indian Summer Homeowners Association, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

NOTARY PUBLIC

State of Washington

PERI E. EDMONDS

Commission Expires JULY 18, 2010

Peri Edmonds

Notary Public in and for the State of Washington,

Residing at *Thurston County*

My commission expires *7-18-2010*

PRESIDENT'S CERTIFICATION AND CONFIRMATION OF MEMBERS' APPROVAL

STATE OF WASHINGTON)

) ss.

County of Thurston)

MELVIN H SMITH on oath and under penalty of perjury, says:

I am the President of the Indian Summer Homeowners Association and pursuant to Section



12.03.03 of the Covenants. I hereby certify and confirm that the Amendments to the Covenants, for the Indian Summer residential community to which this Certification and Confirmation is attached was submitted to a vote of the membership at its Annual Meeting held on November 13, 2008 and that the Amendments to the Covenants was approved by 308 members of the ISHOA by written ballot. The undersigned further certifies and confirms that, at the date and time of said vote and approval, the total number of members in the ISHOA was 444. Accordingly, the Amendments to the Covenants received a 69 % approval of the Membership which satisfied the requirement of Section 12.03.02 of the Covenants for a two-thirds (2/3) approval of any amendment to the Covenants.

Dated this 21st day of Nov, 2008.

INDIAN SUMMER HOMEOWNERS ASSOCIATION

Melvin H Smith

By:

PRESIDENT OF THE BOARD OF DIRECTORS

SIGNED AND SWORN to before me this 21st day of November, 2008 by
Melvin Smith.

Peri Edmonds

Notary Public in and for the State of Washington,
Residing at Thurston County

My commission expires 7-18-2010

NOTARY PUBLIC

State of Washington

PERI E. EDMONDS

Commission Expires JULY 18, 2010

