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Clark County, WA 12/13/2007 10:29

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Document Title(s)

2007 Amendment to the 2003 Amended and Restated Declaration of
Covenants, Conditions and Restrictions for Fairway Village
Reference Numbers(s) of related documents:

8205190055 & 3767817

Grantor(s) : Additional Reference #'s on page _____

Fairway Village Homeowners Association

Grantee(s) : TRUSTEE:

Fairway Village Homeowners Association

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 _____

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party _____



**2007 AMENDMENT
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR FAIRWAY VILLAGE**

This 2007 Amendment of Covenants, Conditions and Restrictions for Fairway Village (“2007 CC&R’s”) is made this ___ day of _____, 2007 by Fairway Village Homeowners Association (“Association”).

RECITALS

A. Fairway Village is a community of owners established by the recording of Declaration of Covenants, Conditions and Restrictions (the “Initial CC&R’s”) January 15, 1982, under Recording No. 8201150123, Records of Clark County Auditor, Clark County, Washington. The Initial CC&R’s were amended by the following documents recorded in the Records of Clark County Auditor, Clark County, Washington:

Document recorded May 19, 1982 under Recording No.8205190055
Document recorded March 10, 1989 under Recording No. 8903100111
Document recorded May 19, 1993 under Recording No. 9305190031

B. By Amendment to and Restatement of Declaration of Covenant, Conditions and Restrictions for Fairway Village (the “1996 Restated CC&R’s”) recorded November 8, 1996 under Recording No. 9611080215, the Initial CC&R’s (and all amendments thereto) were amended and restated in their entirety. The 1996 Restated CC&R’s were further amended by document recorded July 30, 1999 under Recording No. 993135319.

C. Association is the association of owners formed pursuant to the Initial CC&R’s and incorporated on August 26, 1983 as a nonprofit corporation under Washington law. The Association is currently governed by Restated Bylaws of Fairway Village Homeowners Association, a Washington State Nonprofit Corporation recorded November 8, 1996 as Recording No. 9611080214, as amended by document recorded December 19, 2000 under Recording No. 3276315.

D. Section 4.2 of the 1996 Restated CC&R’s provides that the CC&R’s may be amended at any time with the approval of fifty one percent (51%) or more of the total voting power of the Association taken at any Association regular or special meeting duly called for such purpose.

E. Pursuant to Section 4.2 of the 2003 Restated CC&R’s, on October 17, 2007

members approved certain amendments to the 2003 Restated CC&R's

F. Association desires to record the amendment to the 2003 CC&R's approved October 17, 2007 in accordance with Section 4.2 of the 2003 Restated CC&R's.

G. The Board of Directors, on behalf of the Association, desires to amend the 2003 Restated CC&R's, Section 1.

NOW, THEREFORE:

1. With the approval of fifty-one percent (51%) or more of the total voting power of the Association, Section 1 of the 2003 Restated CC&R's are amended to read as follows:

SECTION 1 – PROPERTY RESTRICTIONS

1.1 **LAND USE:** The location of the golf course, all lots, condominium units, easements, recreational and maintenance areas shall be as specified in the various Fairway Village and Fairway View plats heretofore recorded in the official records of the Clark County Auditor. Only single-family dwellings, with attached garages, shall be permitted on any residential lot in Fairway Village, and only condominium units, with attached or detached garages shall be permitted in Fairway View. No structure of a temporary character shall be erected or maintained on any lot or on any part of Fairway View.

1.2 **USE OF PROPERTY:**

1.2.1 No unit shall be used for the conduct of business or any commercial purpose (See Policy Statement adopted by the Board, January 31, 1997).

1.2.2 The renting/leasing of a unit not occupied by a proprietary member during the course of the rental/lease agreement shall be deemed a commercial purpose unless the renter/lessee, meeting occupancy requirements, is either a sibling, child, grandchild, parent, or grandparent of the proprietary member. See also Section 1.14B.

A proprietary member may rent/lease a unit, or portion thereof, to any person meeting occupancy requirements, provided the proprietary member also occupies the unit during the term of the rental/lease agreement.

A unit acquired by inheritance may be rented/leased by an heir under 55 years of age to any person meeting occupancy requirements for no longer than one year after the heir becomes 55 years of age. In case of multiple heirs, the one-year period shall commence upon any of the heirs becoming the aforementioned age.

A unit acquired by an heir 55 years of age or over may be rented/leased to any person meeting occupancy requirements for no longer than one year after transfer of the unit to the heir.

A unit being rented/leased on the date these amended CC&R's are filed with the Clark County auditor may continue to be rented/leased until such unit is sold or title otherwise transferred. A unit not being rented/leased on the date of such filing may be rented/leased only under the conditions identified herein.

A proprietary member may request an exception, variance, waiver or consent pursuant to Section 1.18 based upon special circumstances not generally applicable to all proprietary members.

All renters/lessees shall conform with, and be governed by, Section 1.14 (Occupancy of Units) and Section 2.2 (Associate Members). An owner renting/leasing to another shall adhere to the requirements of Section 2.1 (Proprietary Members) regarding renting/leasing.

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

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

1.2.5 Installation of freestanding flagpoles, exterior mounted antennas, including satellite dishes, or structures are prohibited unless prior written approval is obtained from the CC&R Committee. No means or device shall be operated or maintained that interferes with normal TV reception.

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

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

1.2.8 Every resident and unit owner shall comply with applicable governmental ordinances.

1.2.9 Nothing shall be done which may constitute a nuisance or aesthetic burden to the neighborhood or occupants.

1.3 **FENCES, HEDGES AND WALLS:** No hedge, fence, wall or other structure shall be altered, constructed or exist anywhere on a lot without prior written approval from the CC&R Committee. No planting or structure obstructing vision at roadway intersections or driveways shall be allowed.

Installation and maintenance of retaining walls that are required, and approved in writing by the CC&R Committee, due to topographic conditions of individual lots are the sole responsibility of the property owner and are to be aesthetically incorporated into the landscaping of the lot.

1.4 **SLOPE AND DRAINAGE EASEMENTS:** The owner or occupant of a building site shall permit access by the owner or occupant of an adjoining site to slopes or drainage ways on the property of the former to maintain slopes or drainage facilities for the protection and use of such adjoining site. No owner or occupant shall block or otherwise interfere with the established drainage pattern over his or her land from or to adjacent land.

1.5 **LANDSCAPING AND MAINTENANCE:** All yards shall be landscaped or re-landscaped to conform to the general patterns of others in the community, as established at the sole discretion of the Association. All landscaping shall be in compliance with the Architectural Design Manual and approved by the CC&R Committee. All yards and growth thereof shall be maintained, cultivated, pruned, and kept free from insects, weeds and diseases.

1.6 **TREES:** No tree within Fairway Village shall be removed, damaged or excessively trimmed without prior written approval from the CC&R Committee. The CC&R Committee may require a written statement from a licensed arborist certifying that a tree should be severely trimmed or removed for the protection of persons or property.

1.7 **YARD/PATIO ORNAMENTATION:** All ornamentation, such as figurines, plastic flowers, colored lights, windmills, birdbaths or feeders, shall either be screened from public or neighboring view or approve by the CC&R Committee. This section shall not apply to seasonal holiday decorations, but such decorations must be promptly removed after the holiday.

1.8 **ALTERATIONS AND ADDITIONS:** No exterior alteration or addition shall be made to any premises, including walls, fences, and buildings without prior written approval from the CC&R Committee.

1.9 **ROOFS AND EXTERIOR PAINT COLOR:** No roof shall be replaced with other than like material and color and no structure shall be repainted with other than like color without prior written approval from the CC&R Committee.

1.10 **SIGNS:** No sign, except a security system sign issued by the installer, shall be erected or displayed upon any unit, yard or common area without prior written permission from the CC&R Committee. Permission shall not be required for one (1) temporary sign no larger than eighteen (18) inches by twenty-four (24) inches advertising for sale the real property on which the sign is posted, or for seasonal holiday decoration. One sign of similar proportions advertising a moving or estate sale may be posted on the property, provided permission from the Board has been obtained before the sale. Such sign must be removed immediately upon completion of the sale or conclusion of the project.

1.11 **PARKING:** In keeping with the desired aesthetics of the community, parking in Fairway Village is subject to the following:

A – Definitions

a) Vehicles – includes but not limited to cars, trucks, buses, vans, golf carts, recreational vehicles, campers, trailers, boats, construction equipment, motorcycles, bicycles and motorbikes, whether subject to DMV licensing or not.

b) Occupant Vehicle – a vehicle owned or controlled by an occupant, including ones leased, rented, borrowed, business owned, under trusteeship, etc.

c) Guest Vehicle – a vehicle owned/controlled by a visitor.

d) Passenger Vehicle – cars, minivans, station wagons, sport utilities and pickup trucks designed and used principally to transport people. The following do not fall into the category of passenger vehicles:

1 – Vehicles displaying advertising, names, etc.

2 – Trucks larger than $\frac{3}{4}$ ton, buses and large vans.

3 – Vehicles designed to accommodate sleeping.

4 – Motorcycles, bicycles, golf carts, motorbikes, boats, trailers and construction equipment.

e) Day – for purposes of these rules, parking overnight will constitute a day.

B – Parking in the condominium areas is controlled by the Condominium Association governing documents and regulations.

C – All other parking within Fairway Village is restricted to garages, driveways, streets, and the clubhouse parking area.

D – The clubhouse parking area is restricted to vehicles operated by persons using the clubhouse/golf facilities or by special permit.

E – Guest vehicle parking on the street shall not exceed three (3) consecutive days.

F – Occupant vehicles shall only be parked in garages, except passenger vehicles may be parked in driveways.

G – Parking of occupant vehicles on the street for the purpose of loading/unloading or making minor repairs is permitted for a period not to exceed three (3) days. No major repair, construction or reconstruction of a vehicle shall be undertaken except in a garage.

H – Vehicles parked in driveways shall not overhang the sidewalk.

I – Variances to any of the above require the approval of the Board.

1.12 **ANIMALS:** A maximum of two (2) household pets, defined as dogs, cats or birds, are allowed. Household pets may not be bred or maintained for a commercial purpose. Pets must be licensed as provided by governmental ordinances.

Pets shall be allowed to run free only in a fenced yard and shall be on a leash when otherwise not confined. Pets are not permitted on the golf course, in the clubhouse or swimming pool area.

Owners of pets are required to remove excrement deposited by their animals. No pet shall be permitted to become a nuisance or a source of annoyance to other residents. The Board may require the removal of an animal, which it finds is unreasonably disturbing other residents.

The feeding of ducks, geese, seagulls or other wildlife capable of damaging the golf course is prohibited.

1.13 MOVING, ESTATE, YARD OR GARAGE SALES: Upon the relocation or death of an occupant, one in-house moving/estate sale not to exceed two (2) days duration will be allowed each unit or each separate occupant of that unit provided permission is obtained from the Association office prior to commencing a sale. Sales not connected with moving or estate settlements are not permitted.

1.14 OCCUPANCY OF UNITS: Only qualified occupants, their guests and house sitters may occupy a unit. A qualified occupant is any person who is fifty-five (55) years of age or older, or

A – Is a person eighteen (18) years of age or older, who is a spouse, child or grandchild of a qualified occupant, or

B – Any other person eighteen (18) years of age or older, residing in the unit with a qualified occupant. A variance is required for two (2) or more persons qualifying under this category.

At least one person in the unit must be fifty-five (55) years of age or older. All qualified occupants are subject to membership (Section 2). See Section 1.15 for restrictions for guests and Section 1.16 for house sitters.

1.15 GUESTS: Except for golfing facilities, guests may not use any facility unless accompanied by a qualified occupant. Under no circumstances may a clubhouse key be given or loaned to a guest. Guests are subject to all rules and regulations governing the facilities.

After residency for sixty (60) days consecutively or in a calendar year, a guest eighteen (18) years of age or older must apply for associate membership and an assessment paid. Visits of guests under eighteen (18) years of age are limited to thirty (30) days in a calendar year. Beyond thirty (30) days, a variance must be obtained from the Board, which can be for no more than an additional thirty (30) days.

1.16 HOUSE SITTERS: House sitters during the absence of the occupant must be fifty-five (55) years of age or older unless granted a variance by the Board. House sitters must be registered (including beginning and ending dates) at the Association office. A variance is required for a stay of more than sixty (60) consecutive days or in a calendar year. House sitters have the same status as guests. See Section 1.15 (Guests) regarding use of facilities and associate membership. A house sitter may not be a renter, lessee or sub-lessee.

1.17 LOTS SOLD TO BUILDERS: When lots are sold or otherwise conveyed to builders, construction thereon must commence within three (3) months from the date of conveyance. No building shall commence prior to review and approval of the CC&R Committee. All exterior improvements, including the removal of construction debris, must be completed within three (3) months from the date construction commenced. All landscaping must be completed within nine (9) months from date of conveyance to the builder. In the event the builder or owner fails to adhere to this schedule, the Association may seek a remedy in law or in equity.

1.18 GRANT OF WAIVERS OR CONSENTS: the Board shall have jurisdiction and authority to grant or extend any exception, variance, waiver, or consent, permitted under any of the foregoing Sections 1.1 through 1.17 inclusive, provided, however, with respect to Fairway View, such authority is hereby delegated to the Board of Directors of the Fairway View Condominium Association.

The granting, or refusing to grant or extend an exception, variance, waiver or consent shall not be deemed a waiver or forfeiture of either the Board's jurisdiction and authority to grant or refuse to grant or extend an exception, variance, waiver or consent in subsequent applications. The foregoing delegation of authority to the Fairway View Condominium Association shall not be construed as exempting that Association from full compliance with the intent and purposes expressed in Sections 1.1 through 1.17.

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

