BOOK 171' CHILARA/ISA OF CONDITIONS AND HEM DICTIONS FOR A FLANKED DEVELOPMENT KANKA AR NIVERGILE ESTATES and subject property is Described and Recorded in Look of Flats, Face 11-4 Skrmmnin Jounty, State of Washington by g of the legal rescription and of the Planned Devalupment : Attached hereto as Excipit "A". TO THE PUBLICE

KNOW ALT MEN BY THESE PRESENTS, that Res / W. and Borbara W. Fulther, hereighther referred to as "Declaratio". herely declare in follows:

NOW THEREPORE, Declarants negety certify and declared that they have established and in horeby establish "a follow me general pien, including, but not limited to, the Conditions and Restrictions herein defined, for the improvement, protection and benefit of property in RIL ZAIDZ ESTATES, and to which this Stated Deciaration shall be made applicable by declarat, and the owner or owners or dedicator of an such planned development which shall have inafter be referred to a RIVERSIDE ESTATES, and do hereby establish the following conditions, reservoir and covenants subject to which each and all lots in the RIVERSIDE ESTATES. Planned Development shall be sold or conveyed; each and all of which shall rin with the land and shall inure to the benefit of, be imposed upon sold or conveyed, each and all of which shall run with the land and shall inure to the benefit of be imposed upon and pass to the successor in interest of each and all said lots as a serviture in favor of and enforceable by the owner and owners of any other of such lots. This plan defined and the sondit ons, restrictions, and covonants defined shall be administered by a civic association known as RIVERSIDE ES ATES ASSOCIATION.

MILES COMPANY THE SECTION DIVIN

DECCHECT:

RECORDED:

COMPAGED MAILED

ARTICLE I

### DEFI ITICHS

Whenever used in this Declaration, the following terms shall have the following camings:

- 1. "Association" shall mean the RIVERSIDE ESTATES ASSOCIATION. hereinafter referred 'o gs "the Association", a non-profit corporntion organized under the laws of the State of Washington, its successors and assigns.
- 2. "Proporties" shall mean and refer to that certain real estate describe on Exhibit "A", attached Lereto and incorporated herein.
- 3. "Common Areas' shall mean and refer to all real property and appurtenances thereto, now or hereafter owned by the Associstion for the common use and enjoyment of the members of the Associntion including Tract "A" (well site), Tract "B" (picnic area and pend), platted rouds, any water system and wolff below, and the like.

- of the recorded Plat of the Properties with the exception of those properties designated tract "A" and tract "B".
- 5. "Member" shall mean and refer to every person or antilly who holds memberentpen the Association.
- 6. "Owner" shall mean and refer to the record owner (including contract sellers), whether one or more persons or entities, owning all or any part of fee simple title to any lot which is part of the properties excluding those having such interest merely as security for the performance of an obligation.
- oulverts, drainage structures, lames pedestrian petes and relived works which are now shown on the recorded Plate which may be authorized and constructed by the Austrian of in the future.
- 8. "Water system" shall mean and refer to any well, well house, all pumps and related machinery, pipes and pioing valves hydrents, controls, and all associated structures, machinery, motors, electrical lines, and the like which are required and needed for the production, treatment, storage, and distribution of potable water to any lots or common areas in the development whenever any construction of such a system should take place.
- 9. "Mortgage" shall include deed of trust and "Foreclosure includes the statutory method of sale under deed of trust statute of the State of Washington.
- 10. "Declarant" shall mean and refer to Remy W. Fulsher and Barbara L. Fulsher, their successors, heirs and assigns.

### ARTICLE II

# PROPERTY RIGHTS TO SOMMON AREAS

Section 1. OWNER'S EASEMENT OF ENJOYMENT : Every owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- a. No owner may construct, or cause to be constructed, any structure or modification to the common Areas without the express, written approval of the Association. Any such approved structure or modification is immediately conveyed to the Association, and becomes an Integral part of the Common Area on which it is a lixed to be enjoyed and owned by the Association.
- b. Nothing in this Easement of Enjoyment will be continued as limiting in any marker the right of the Association to operate, maintain, or use the Common Areas, Private Roads, or Water System.
- as limiting the rights of the Association as described in the

By lawy of the Piverside Fetates Association and the Articles of Incorporation of the R verside Estates Association.

d. The Association retains the right to dedicate or transfer all or any part of the Common Areas. Private Roads, or water Systems to any public aguncy, authority, or utility for such purposes and subject to such conditions as may be agreed to by its rembers. No such dedication or transfer shall be effective unions an instrument signed by sixty-aix and two-thirds for cent (66 2/3%) of its members agreeing to the transfer or indication has been recorded. This provision does not restrict the authority of the Armoriation reserved under Article V. "Easoments".

Section 2. DELBJ/TION OF VICHT OF ENJOYMENT Any owner may calegate in a cordance with the Association By-laws his right to enjoyment to the Common Areas to members of his family his tenants, or contract purchasers who reside on the property.

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# CONDITIONS, RESTRICTIONS, COVENANTS

Section 1. LAND VS Lets within the Riversdie Estates
Development are for use for the construction of Single Family
Dwellings. The construction of commercial establishments, business
astablishments, or Multi-amily Dwellings is prohibited.

Section 2. TPSV ERMOVA Only trees that are on proposed building sites of arreways may be removed, except for dead or diseased trees which constitute a threat to the development. The clearance of inderbrush is permitted.

Section to <u>Unitables</u> All utilities within the development to include gas, water sower, electricity, and telephone will be uncorground, including branch service to individual dwellings.

rection 4. The oran's STRUCTURES, MODILE HOMES Temporary structures and/or mobile homes may be placed on the lots only during the construction of permanent residences, and will be reserved from the development within two (2) years after their original placement the cin.

Section 5. Shalk AMILY PESIDENCE: Dwelling: constructed on lot will be single 'mily type built in accordance with the applicable codes of semants county and the State of Washington, and contain a minimum of 1,000 square feet of usable living space not counting any garage or outbuilding.

Section 6. USE of PROPERTY: No renimential dwelling is to be used for the conduct of business or for any commarcial curpose. Ecoli or gas well, mine or quarry or equipment therefor, and no appliance or structure for business purposes shall be located or operated on any of said property designated an residential purposes.

Section 7. NAINTENANCE OF PRIVATE ROADS: All Private Roads in the development are owned by the Association for the common are and enjoyment of the members as defined in Article IV. All maintenance, repair, and new construction of the Private Roads will be controlled and accomplished by the Association using funds obtained through assessments as outlines in Article IV.

Station 8. OF STATION AND MAINTENANCE OF WATER SYSTEM!

(This Section is effective only in the event that the Declarant or the Association constructs a water system for the distribution of petable water to Lots in the development.) All operations, there of petable water to Lots in the development.) All operations, maintenance, repeir, new construction, and responsibility for water quality and quantity in accordance with applicable waters, and regulations of Ekamania County and the State of Washington, and regulations of Ekamania County and the State of Washington, will be controlled and accomplished by the Association. In the will be controlled and accomplished by the Association. In the Declarant the Declarant though construct a water system, he event that the Declarant though construct a water system. The said fourth let the responsibilities not had immediately be assumed by the Association and the Declarant had immediately be assumed by the Association and the Declarant had be free and clear of any further responsibilities for the system. The necessary fands for the operation, reals as made expension will be obtained through assessments on those by the Association will be obtained through assessments on those by the Association will be obtained through assessments on those by the Association will be obtained through assessments on the lots to which water is destributed. Lots which do not receive maintain the system.

# ARTICLE IV

# RIVERSIDE ESTATES ASSOCIATION

Section 1. The Declarants herein have tstablished an Association known as the PIVENSIDE ESTATES ASSOCIATION, Membership in the Association is as follows:

a. Each owner of a lot in the RIVERSIDE ESTATES DEVELOPMENT (hall be a proprietary member of the Association, provided
that the rurchaser(s) of a lot under a duely recorded contract
for the purchase of a lot shall be deemed the "Owner" of such
for these purposes. Each progretary member shall be entitled
lot for these purposes. Each progretary member shall be only one
to one vote per lot owned by such member. There will be only one
(1) vote for any given lot even if there are multiple owners.

b. The foregoing dies not include persons or entities who hold an interest merel as security for the purpose of an obligation.

terminate when the tolder of any such proprietary membership coated to qualify so an owner, at which them him her membership shall become nul and word

Section 2. At the is a meeting of the Asposiation, which will be held not later than ninety (90) days rollowing the sale and closing of the fifth (5th) lot in the development, the presents of sixty (60) percent of the members shall constitute a cuorum. If a quorum is not present, succeeding messing will be duorum. If a quorum is achieved. Once a qualum is achieved, the called until a quorum is achieved. Once a qualum is achieved, the first order of business shall be to elect a spard of the first order of business shall be to elect a spard of the states as outlined in Article IV, by-Laws of the Riversite as takes.

Section 3. ASSESSMENTS: The Association is vested with power and authority to assess, collect, and disburse from its proprietary members:

- a. Monthly assessments in an amount to be determined by
- b. Special Assessments for capital improvements or maintenance and repair requirements beyond those able to be accomptenance with Monthly Assessment Funds.

Monthly and Special Assessments will be chargeable to the owners of the lots as follows:

- a. General Funds: charged in equal amounts to each lot owner. Such funds are for use in defraying the costs of expenditures made which benefit all lot owners in kind.
- b. Water System Funds: charged in equal amounts to those lot owners whose lots are serviced by the System.
- c. Special Funds: charged in equal amounts to those lot owners who stand to gain by the accomplishment of the intended furpose of the Special Assessment. For example, extending the water system to two additional lots would result in the two lot water sinvolved furnishing the necessary funds. On the other hand, construction of a stone cooking will on Tract P next to the pond would be charged to all owners in equal shares.

Each owner of a lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association each such Monthly or Special Assessment, and each such assessment shall be Monthly or Special Assessment, and each such assessment shall be the personal obligation of the owner of such lot as of the date of the assessment declaration due date, as well as a lien against of the assessment declaration due date, as well as a lien against the lot and any real property thereon. The lien may be foreclosed the lot and any real property thereon, the lien may be foreclosed in accordance with the statutory procedures then in being it the State of Washington for foreclosing liens on real estate.

Section 4. PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used exclusively for the purpose of promoting the Common Area. Frivate Roads, and Water System including the payment of real estate taxes and assessments; including the payment of real estate taxes and assessments; maintenance, repair, and new construction on the Frivate Roads, maintenance, repair, and new construction on the Frivate Roads, maintenance, repair, and protection of promoting the health. Common Area, and Water system; and of promoting the health, safety, welfare, and protection of the residents of the development. Any other intended use for assessments requires a majority vote of a quorum of the entire memoership of the Association, vote of a quorum of the entire memoership of the Association, except that the Association will secure and pay for full liability insurance coverage on the Common Area out of the General Funk.

Section 5. SUBCRDINATION OF THE LIEN TO MUNTGAGES: The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any lot shall not affect the assessment lien. However, the sale any lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to any mortgage, pursuant

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to a decree of fureclosure under such mortgand of any production in lieu of foreclosure thereof, shall extinguish the lieu of such assessments as to payments thereof which bycome due prior to such sale or transfer. No sale or transfer biall relieve such lot from liability for any assessments thereafter becoming due or from lien thereof.

Section 6. ASSOCIATION OPTION TO REMEDY YTCLATIONS:
The Association, at its option, sould have the present right tall times, after reasonable notice to the owner by certified or registered mail with return receipt requested), and any occupant, and for the account of the owner, to abate and correct any violation of these stated Declarations of Restrictions, or any such rules and regulations duely enacted by the Association, any and all expenses which way be incurred by the Association pursuant to this Section 6 of Article IV, shall be a charge and list against the lot involved, with a lien enforceable as provided in Section 3 above and shall be the personal ofligation of the owner thereof.

Section 7. GENERAL MEETINGS: The first general meeting of the membership of the Association will be held as outlined in Section 2 above. At least one meeting of the general membership will be held each calendar year on a date agreed to by a majority (51%) of the members. Special meetings may be called at the discretion of the Board of Directors, or by petition of a majority of the members. Written notice of each meeting will be sent to all the members at least ten (10) days prior to the meeting date.

#### ARTICLE V

#### EASEMENTS.

All conveyances of land situated in the said Property, made by the Declarant, and by all persons claiming by, through, or under the Declarant, shall be subject to the foregoing restrictions, conditions, and covenants, whether or not the same be expressed in the instruments of conveyance, and each and every such instrument of conveyance shall likewise be deemed to grant and reserve, whether or not the same be declared therein, makingl and reciprocal easements over, across, and under all Common Areas, Private Roads, and Water System, and excepting any portion of said property which may now or hereafter be occupied by a residence shall not thereafter be subject to any easement not theretofore applied to use, for the purpose of building, consuructing, and maintaining thereon underground or concealed electric and telephone lines, gas, water, sewer, storm draining lines, radio or television cables and other services now or hereafter commonly supplied by public utilities or municipal corporations, all of said easements shall be for the tenefit of all present and future owners of property subjected to the jurisdiction of the Association by covenants and restrictions; corded and approved as hereinabove provided; said case ints, howe in shall not be unrestricted, but shall be subject to reasonable rules and regulations governing rights of use as adopted from time to time by the Directors of the Association in the interest of securing maximum safe usage of said property without unduly infringing upon the rights on

privacy of the owner or occupant of any part of said property. Provided further a mutual and reciprocal easement for any future naced masswert for street right-of-way, widewalk, or utility service to purpose is hereby granted and reserved over all common Areas, brighte Roads, and Water System in said property. for the purpose of constructing, maintaining and repairing streets sidewalks, and utility service for the benefit of the residents of said property, their tenants and guests, subject lowever, to rules and ragulations reasonably restricting the right of use thereof for the safety and welfare of the public as may be promulgated from time to time by the Association and/or public authority.

# ARTICLE VI GENERAL PROVISIONS

Section 1. TERMS: All of the restrictions, covenants and affreements herein contained shall apply to all lots, Common frees, Private Roads, and Water System in RIVERSIDE ESTATES, and shall be binding upon all parties and those claiming under them.

Section 2. ENFORCEMENT: Should any covenant or restriction them in effect be violated, or should an attempt be made to violate any such covenant or restriction, any person owning a lot in RIVERSIDE ESTATES or member of the Association may prosecute any proceedings in law or in equity to restrain or abate such violation against the responsible person. Costs and expenses incurred by the Association pursuant to Article IV, Section 6. shall be considered as having been incurred as agent for the owner of the property involved and to constitute a lien thereon as provided herein.

Section 3. SUBORDINATION: Any breach of the covenants and restrictions contained herein, a mentry thereof, or judgement or lien resulting therefrom shall be subordinate to any mortgage or deed in trust herebefore or hereafter executed in good faith and for value encumbering a lot, but shall be binding upon and effective against a subsequent purchaser thereof.

A tonk fide purchaser for value or nortgagee or holder of deed of trust, without actual or constructive notice of any existing breach of the conditions and restrictions contained herein shall not be bound thereby, provided, the Association may execute, acknowledge and record a Notice of Claim of Breach, setting forth the facts thereof with any monetary amount involved, description of the lot against which the lien is claimed and name or names of the reputed owners thereof. Such notice, recorded in Skamania County, shall be public notice of such breach, but if no action for enforcement thereof has been compensed within sixty (60) called a days such notice shall expire and the breach described mesumed to have been remedied.

Section . SEVERABILITY: Invalidation by judgement or decree of any one or more of these restrictive covenants herein defliced on as hereafter duly amended, shall in no way affect any of he remaining provisions which shall remain in full force and effect.

Section at AINDING EFFECT: The provisions contained in the Declaration, as herein defined or as herein edited; shall bind and inure to the benefit of any be enforceable by the Declarants, the owner or owners of any residential unit in RIVERSIDE ESTATES, their representatives, heira, successors of assigns. Failure or delay to enforce any tuch devenuit or restriction shall not be desmed a waiver of the right to do so.

Section 6. NG RIGHT OF REVERSION Nothing herein contained in this Declaration, or in any form of deed which may be used by the Diclarants, their successors and assigns, in selling said property or any part thereof, shall be deemed to vest or esserve in Declarant or the Association any right of heversion or reentry for breach of violation of any one or more of the provisions hereof.

IN NITNESS WHEREOF, Declarants have executed this instrument this that day of Jakes of 1975

Refuey w Frelsker

Remy W. Fulsher

OF MASHINGTON } 55 HEREIT CONTIFY THAT THE WITHER

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MY CLAMMISSION EXPIRES JULY 9 1979

# AV-LAWS

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# MIVERSIDE ESTABLE ASSOCIATION

### Article 1 - Neme and Location

The make of the responsion is neverside Estates association, hereined the referred to as the "Association". The cricipal affile of the Angroiation shall be located as 1618 SE Bellion St.

Portland, Dregon 97215 but mentings may be held where so designated by the Build of Directors.

### Arabale II - Definitions

Section 1. "Association" shall mean and refer to the Riverside Educates Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to that dave-Upplient recorded as "Riverside Estates" in Skamania County, WA.

Section 3. "Common Area" shall refer to and include all res: property and appurtentantes thereto, now and hereafter will by the Association for the common use and enjoyment of the man lurs of the Association.

Section 4. Lot" shall mean and refer to any plot of land showly the the recorded Plat of the Properties with the exception of the Common Areas.

Section 5. "Owner" shall mean and refer to the remord owner (including contract sellers), whether one or more persons and entitles, owning all or part of shid property, excluding those having such interest merely as security for the performance of an obligation.

Conton 6. "Declarants" shall mean and refer to Remy W. Find her and Berbara L. Fulsher, their successors, heirs and assistants.

onth who holds he sership in the Association.

### Article III - Meetings

Saction 1. Scheduled meetings will be held as agreed to by a partity (51%) of the members, but at least once each calendar, that. Special meetings may be called at the discretion of the Board of Directors, or proportion of 51% of the members.

memor of the Association at least ten (10) days prior to the memor of the Association at least ten (10) days prior to the memory. In the word, of an emergency, personal notification of the Association Officers may be substituted for negligible of maxis.

Social 3 The prosume at any meeting of the members entitled to cast. Mifty-one per cent (51%) of the words of the membership shall consist uto a quorum for any action except as otherwise provided in the Articles of Incorporation, the Lydration, or these by Laws. If a quorum is not

present or represented, the members present shall have the rower to adjourn the meeting until such time that a quorum is present

Section 4. Membership in the Association shall be restricted to "Owners" as defined in Article II. Section 5.

Synthon 5. Passage of any action of the Assoliation will be achieved by a majority vote of a quorum of the Members, except as provided by Article V, Powers and Duties of the Board of Directors.

tehalf within the limitations of these By-Laws. Such proxice shall be in writing and be filed with the Secretary prior to any meeting. Every proxy shall be revocable, and shall automatically cease upon conveyance of fee title of the lot by the member.

#### Ar icle IV - Board of Directors

Section 1. The affairs of this Association shall be maraged by an elected Board of Directors. Such Board will consist of three (3) persons, at least two of whom shall be members of the Association.

Section 2. At the first meeting of the Association, the members shall elect one Director for a term of one year, one for a term of two years, and one for a term of three years. Each year thereafter the membership shall elect one Director for a term of three years.

Section 3. Any Director may be removed from the Board, with or without cause, by a majority vote of the entire membership of the Association. The successor shall be appointed by the remaining Directors for the unexpired portion of the term so vacated.

Section 4. Separtors will serve the Association without compensation, or in that actual expenses may be reimbursed if approved by a respect of the membership.

Section 5. The sard of Directors shall meet with such frequsney as determined to be necessary by a majority of the Fourd, on call by the President of the Association, but at least once each calendar year.

Section 6. A majority of the Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Article Y - Powers and Duties of the Stard of Directors

Section 1. Powers: The Board of Directors shall have the power to:

governing the use of Common Areas and facilities, and to establish penalties for infractions thereof.

b. duspend the voting plants of a deliver during any

per cod in which such member shall be in defailt in the common of any assessment levied by the Association. Such tights for all be suspended after notice and hearing, for a period for to exceed sixty (60) days for infraction of published was repulgations.

- c. Exercise for the Association all powers, duties such authority vested in, or delegated to, this Association and not releved to the membership by other provisions of these lightens, the Articles of Incorporation, or the Declaration.
- d. Declare the office of a member of the Board of irectors to be vacant in the event such member shall be absent from how (1) consecutive meetings of the Board of Directors.
- e. Employ and pay such individuals, contractors, or firms as may be deemed necessary to accomplish tasks and works in support of the Association's requirements and needs.

Section 2. Duties: It shall be the duty of the Board of Directors to:

- a. Prepare, keep and maintain a complete record of all its acts and corporate affairs, and to present a statement thereof to the members of the Association annually, or at any regular or special meeting when such statement is requested in writing by 51° of the members entitled to vote.
- b. Supervise all officers, agents, and employ es of this Association, and see that their duties are properly performed.
  - c. As more fully provided in the Declaration, to
- (1) Fix the amount of the annual assessment against each Lot at least ninety (90) days in advance of the assessment date.
- (2) Send written notice of each assessment to every owner subject thereto at least sixty (60) days in advance of the annual assessment date.
- (3) Foreclose the lien against any property for which assessments are not paid within sixty (60) days after the due date, or bring action at law against the owner personally white gated to pay the same. This action may also be taken against who owners who opt to pay the annual assessments on a manthly through and who are in arrears for three (3) successive payments with the contraction of t
- on demand by any person, a certificate setting forth whether had not any assessment has been paid. A reasonable tharge may be made by the Board for the issuance of such certificates. The certificate shall be conclusive evidence of the payment, or lack thereof, of the assessments.
- d. Procure and maintain adequate liability and hazardinsurance on property owned by the Assignation.
- sibilities to be bouled in an appropriate amount.

I. Cause all Common Armas to be operated and maintained in a number as to comply with the desires of the members of the Association, and with applicable laws, rules, and regulations of appropriate governmental agencies.

Article VI - Officers and Their Duties

Section 1. Enumeration of Offices. The officers of this Association shall be a President, Vice-President, Secretary, and Treasurer. The Board by resolution may create other officers as required.

Section 2. Election of Officers. The election of officers will take place at the first meeting of the Board following the annual meeting of the members. Officers are elected by the Board and will serve for a period of one year, unless removed, resigned, or be determined to be otherwise ineligible to serve.

Section 3. Resignation and Removal. Any officer may be removed from office as provided for in Article IV. Section 3. or by majority vote of the Board, with or without cause. Any officer may resign by giving written notice with an effective date to the Board.

Section 4. Vacancies. Vacancies in any office may be filled by appointment by the Roard. Such appointment to any vacancy will be for the remainder of any unexpired term of the officer buing replaced.

Section 5. Multiple Offices. With the exception of the offices of Secretary and Treasurer, no person may occupy more than one office.

Section 6. Duties of the Officers.

- a. President. The President shall preside at all settings of the Board of Directors or the general membership shall sign all leases, mortgages, deeds, and other written instruments; shall co-sign all cheer; and presissory notes.
- b. Instires dent. The Vice-President shall act in the place and steed of the President in the event of his Absence, inability, or refusal to act; exercise and discharge such other duties as may be required of him by the Board.
- c. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the goneral membership; keep the corporate seal of the Association and affir it to all papers requiring said seal; serve notice of the mectings of the Board and of the membership; keep appropriate removes showing the names and addresses of the members of the Association; perform other duties as required by the Board.
- d. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of lirectors; thall sign all checks and promissory notes of the Association and obtain the required co-bignature of the President for Vice-Freedent where appropriate); keep proper books of account:

cause an annual audit of the Association's books to be made by an independent certified public accountant at the completion of each fiscal year; prepare in annual budget, and statement of income and expenditures to be presented to the membership at the annual meeting, and present one copy of same to each member; perform other duties as required by the Board of Directors.

### Article VII - Ausessments

As more fully described and provided for in the Declaration, each member is obligated to pay to the Association annual and special essessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid within sixty (60) days following the due date shall to delinquent. For those members who opt to pay the assessments monthly, they are delinquent if three (3) successive payments are not paid. Assessments which are delinquent shall bear interest at the rate of ten percent (10%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. Interest, costs and reasonable attorney's fees of any such actions shall be added to the amount of the assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by normse of the Common Areas or abandonment of his/her lot.

Article VIII - Corporate Seal

The Association shall have a seal in the following form:

# Article IX - Amendments

Section 1. These By-Laws may be amended at a regular or special meeting of the members by a vote of at least two-thirds (2/3) of a quorum of members present in person or by proxy.

Section 2. In case of any conflict between the Articles of Incorporation and these By-Laws, The Articles of Incorporation shall govern. In case of any conflict between the Declaration and these By-Laws, the Declaration shall govern.

# Article X - Miscellaneous

The Association's fiscal year shall begin on the first day of January, and end on the 31st day of December, except that the first fiscal year shall start on the date of incorporation.

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Est	tates A	esociati	on, h	ave hur	eurino De	t our	hands a	រា ន	eal	this
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