



After recording, please return to:
Spinnaker Ridge Community Association
6799 Erickson Street
Gig Harbor, Washington 98335

Document Title:

FIRST AMENDMENT TO THE AMENDED
AND RESTATED SPINNAKER RIDGE
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

Reference Numbers of Related Documents:

8601310176 (Survey Map and Plans);
8608080472 (Restated Spinnaker Ridge
Declaration of Covenants, Conditions, and
Restrictions).

Grantor(s):

Spinnaker Ridge Community Association

Grantee(s):

N/A

Legal Description (abbreviated):

Spinnaker Ridge, according to the Declaration
thereof, recorded under Recorder's File No.
8608080472, records of Pierce County,
Washington and any amendments thereto,
together with a survey map and plans recorded
under Recorder's File No. 8601310176, and
any amendments thereto; situated in the
County of Pierce, State of Washington.

**FIRST AMENDMENT TO THE AMENDED AND RESTATED SPINNAKER RIDGE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

Whereas a certain Declaration submitted entitled AMENDED AND RESTATED SPINNAKER RIDGE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, (the "Declaration"), was recorded on August 08, 1986 under Recorder's File No. 8608080472, records of Pierce County, Washington and subsequently amended, together with a survey map and plans recorded under Recording No. 8601310176, records of Pierce County, Washington; and

Whereas under the provisions of Article 15 of the Declaration it may be amended; and

Whereas, pursuant to Paragraph 15.1 of the Declaration, at a meeting duly called and held by the Board of Directors of Spinnaker Ridge Community Association, not less than a majority of the Board of Directors of the Association voted to submit this Amendment to the Declaration to the owners for their approval; and

Whereas, pursuant to Paragraph 15.1 of the Declaration, after notice duly given, the Owners to whom not less than seventy-five percent (75%) of the votes in the Association are allocated have consented to approve this Amendment; and

Now, therefore, the undersigned do hereby certify that the Declaration has been amended as follows:

A. *Paragraphs 7.1.8 and 7.1.9 are hereby deleted in their entirety.*

B. *The following new definitions are added to Declaration, ARTICLE 1. DEFINITIONS:*

1.18. "Related Party" means a person who has been certified in a written document filed by an Owner with the Association to be the immediate family of the Owner, including the spouse, parent, sibling, parent-in-law, sibling-in-law, or lineal descendent or ancestor of the Owner or the officer or director of any Owner which is a corporation, the trustee or beneficiary of any Owner which is a trust, or the member of any Owner which is a limited liability corporation. Notwithstanding the foregoing to the contrary, a person who is the settler and trustee of a living trust that owns a Lot shall be deemed to be the Owner of the Lot for all purposes under the Declaration.

1.19. "Tenant" means and includes a tenant, lessee, renter or other non-Owner Occupant of a Lot that is not occupied by its Owner.

1.20. "Renting" or "Leasing" means and includes the granting of a right to use or occupy a Lot, including a Residential Unit, for a specified term or indefinite term (with rent reserved on a periodic basis), whether or not in exchange for a payment of rent (that is, money, property, or other valuable consideration). "Renting" or "Leasing" also mean the occupancy of a Lot,

including a Residential Unit solely by a person or persons other than its Owner, whether or not rent is paid. "Renting" or "Leasing" do not mean or include joint ownership of a Lot by means of a joint tenancy, tenancy-in-common or other forms of co-ownership, and do not mean or include the occupancy of a Lot by any person who resides in a Residential Unit with its Owner.

C. New Section 7.2 entitled Leasing Restriction, is hereby added as follows:

7.2. Leasing Restricted. Spinnaker Ridge shall be primarily an owner-occupied community association. There shall be limited renting or leasing of Units at Spinnaker Ridge pursuant to the Declaration, including Subsections 7.2.2 Rental Ceiling, 7.2.4 Pre-existing Leases, and 7.2.5 Hardship Exception of this Declaration.

7.2.1. Purpose. The Leasing restriction, including the Rental Ceiling and other provisions in this Declaration concerning the Leasing of Lots, are the result of a careful weighing of the benefits and disadvantages of limiting the Leasing of Lots. These provisions derive from the collective conclusion of the Owners that their long term best interests and the best interests of the community association are best served by limiting Leasing so as to advance the purposes of preserving and enhancing the value of the community association and the individual Lots, including the Residential Units.

7.2.2. Rental Ceiling. Except as provided in Subsection 7.2.5 ("Hardship Exception"), no more than a total number of 6 Lots, including Residential Units in the community association may be Leased or Rented at any time (the "Rental Ceiling").

7.2.3. Effect of Rental Ceiling. If an Owner wishes to rent a Lot but is prohibited from doing so because of the Rental Ceiling, the Association will place the Owner's name on a Rental Waiting List provided in Subsection 7.2.14 which shall be maintained by the Board and/or the Association's manager according to the order in which the respective Owners notified the Association of their desire to be added to the Rental Waiting List.

7.2.4. Pre-existing Leases. Within thirty (30) days from the date of notifications to all Owners that this Amendment to the Declaration has been adopted by the necessary percentage of Owners, each Owner who has rented a Lot, including a Residential Unit, to a Tenant who was in occupancy prior to the date on which this Declaration Amendment was approved by the Owners, shall file a copy of the Lease for that Unit with the Association. A Lease in effect on that date and submitted as required in this Subsection shall be referred to as a "Pre-existing Lease." In addition, a Lease which arises from the rental of any Residential Unit which was vacant and advertised for rental prior to adoption of this Declaration Amendment shall be considered a "Pre-existing Lease." Any Tenant occupying a Residential Unit pursuant to a Pre-existing Lease shall be permitted to renew his or her Lease thereafter, provided that a copy of the Pre-existing Lease is filed with the Association within the time period provided for in this Subsection and any subsequent renewals are submitted to the Association for approval prior to the

expiration of the Lease term then in effect. The assignment or subletting of a Unit by a Tenant or the sale of a Unit by its Owner shall terminate the right to renew a Pre-existing Lease under this Subsection 7.2.4.

7.2.5. Hardship Exception. Where, on written application from an Owner, the Board determines that a hardship exists whereby, due to circumstances beyond the control of the Owner, that Owner would suffer serious harm by virtue of the limitation on renting contained in Subsection 7.2.2, and where the Board further determines that a variance from the policies contained therein would not detrimentally affect the other Owners or the approval of the community association for secondary mortgage market financing, lender approval or VA or FHA approval, the Board may, in its discretion, grant an Owner a waiver of the Rental Restriction for a temporary period not to exceed twelve (12) months. In the discretion of the Board, this hardship exception may be extended for good cause shown, but in no instance for longer than twelve (12) months without additional review and approval of the Board.

7.2.6. Rental Defined and Regulated. The Rental of a Lot, including a Residential Unit, shall be governed by the provisions of the Declaration, including without limitation this Section. As used in the Declaration the terms "to rent", "renting" or "Rental" shall refer to and include the Leasing or Renting of a Lot by its Owner and to the occupancy of a Residential Unit solely be a person or persons other than its Owner; provided that for the purpose of the regulation of Rentals as in this Section 7.2 and the purpose of tenant screening as provided in Subsection 7.2.18, the terms "to rent", "renting" or "Rental" shall not refer to the occupancy of a Unit by a Related Party. The rights of the Association and the obligations applicable to an Owner under Section 7.2 and Subsection 7.2.18, shall be applicable to any Tenant who subleases a Residential Unit or enters into an assignment of a Lease for a Unit, and the obligations of a Tenant shall likewise be applicable to the subtenant or assignee of a Tenant in such a situation.

7.2.7. Minimum Period of Owner Occupancy Required. It is the intent of the Owners that the Units shall hereafter be acquired for occupancy by their Owners. In order to discourage the acquisition of Units for investment or rental purposes, no Owner shall be permitted to rent or lease his or her Unit during the two (2) year period after he or she has acquired title thereto except as provided in Paragraph 7.2.4, above. If a person acquires a Unit through inheritance, that person shall be deemed to have owned and occupied that Unit during the period which the decedent owned and occupied the Unit. In the event that the Rental Ceiling has been met, and a Rental Waiting List to rent Units in effect as provided in Paragraph 7.2.14, the minimum period of Owner occupancy set forth in this Section must be fulfilled prior to an Owner's name being placed on the Rental Waiting List.

7.2.8. Lease of Entire Lot Only; Minimum Lease Term Required. No Unit Owner shall be permitted to Rent or Lease less than the entire Lot, including Residential Unit or to Rent or otherwise permit his or her Lot to be used for hotel or transient

purposes, which shall be defined as Rental, occupancy or use by a Tenant or other non-Owner occupant for an initial occupancy period of less than one (1) year. No Owner shall cause or allow the overnight accommodation of employees or business invitees in a Residential Unit on a temporary or transient basis.

7.2.9. Lease Requirements. No Rental of a Lot shall be valid or enforceable unless it shall be by means of a written instrument or agreement between the Owner(s) and the Tenant(s) (referred to as a "Lease"). No Lease entered into after the date of recording of this amendment shall be valid unless it bears the written approval by the Association granted prior to the occupancy of the Tenant. The occupancy of a Unit in the community association and every Lease shall be subject to the Governing Documents of the Association. By entering into occupancy of a Unit, a Tenant agrees to be bound by the Governing Documents. The Association shall have and may exercise the same rights of enforcement and remedies for breach of the Governing Documents against a Tenant as it has against an Owner. Each Lease shall contain language acknowledging the Association's rights and the Tenant's obligations under the Governing Documents.

7.2.10. Lease Approval. Except as provided in subsection 7.2.4, prior to the Rental of a Unit in the community association to a Tenant, and prior to the renewal of any previously approved Lease, a Unit owner shall submit to the Association a valid and binding Lease, executed by both the Owner and the proposed Tenant, and contingent only on the approval of the Association, together with a request for the written consent of the Association. The Association may within seven (7) days of receipt of such request, grant its consent to the Owner if the following are met:

(a) the owner has complied with Sections 7.2.7 and 7.2.18 of the Declaration;

(b) in the case of a renewal the Tenant is in strict compliance with all provisions of the Governing Documents, and has not been found to be in violation of the Governing documents following notice and opportunity to be heard more than once during the immediately preceding Lease term;

(c) the Lease is in compliance with the requirements of the Declaration.

(d) the Rental would not cause the aggregate number of all non-Owner occupied Units to exceed the Rental Ceiling as set forth in Section 7.2.2.

7.2.11. Exceptions. The Association may grant exceptions to the Rental Ceiling consistent with the following:

(a) the Association shall not withhold consent for an Owner and a Tenant to renew a Preexisting Lease meeting the requirements of subsection 7.2.4 merely because the Rental Ceiling is violated.

(b) the Association shall not withhold consent for an Owner and a Tenant to renew a Lease which has previously been approved in the manner provided in this Subsection 7.2.11 merely because the Rental Ceiling is violated; provided, however, that the assignment or subletting of a Unit by a Tenant shall terminate the right to renew a previously approved Lease under this Subsection;

(c) the Association shall not unreasonably withhold consent for a mortgagee, institutional holder or servicer in possession of a Unit following a default in a mortgage or deed of trust (or foreclosure of the same) where such mortgagee, institutional holder or servicer first obtains possession subsequent to the date of recording of this Amendment, to rent a Unit merely because the Rental would cause the number of non-Owner occupied Units to exceed the Rental Ceiling;

(d) the Association may grant a hardship exception as provided in Subsection 7.2.5.

7.2.12. Limitations on Consent. No consent to the Rental of a Unit shall be granted more than forty-five (45) days prior to the beginning of the Lease term for which consent is sought. Consent granted by the Association shall automatically expire and terminate unless the Unit shall be occupied by the Tenant within thirty (30) days of the beginning of the term of the approved Lease.

7.2.13. Notice of Rental Termination. Each owner who has rented a Unit must promptly give written notice ("Notice of Rental Termination") to the Association when: (1) a Lease for that Unit has expired if that Owner does not wish to continue leasing the Unit; and (2) no later than three (3) months after the termination of a Lease or the date the Tenant moved out, whichever occurs later, if the Owner has not by that time executed a new Lease with a Tenant and submitted the Lease to the Association for approval in accordance with this Section 7.2. Among other things, this Notice of Rental Termination is needed to ascertain the number of Units that are eligible to be leased, to notify other Owners of the opportunity to lease, and to ensure that the Association receives notice of occupancy changes.

7.2.14. Rental Waiting List. An Owner who has not executed a lease and submitted it to approval within three (3) months of the termination of the previous lease or the date the Tenant moved, whichever occurs later, will be added to the end of the Rental Waiting List. Except as provided in Subsections 7.2.11(a) through 7.2.11(d), inclusive, if a Rental Waiting List exists, no Lease shall be approved for a Rental Unit until all Owners who are on the Rental Waiting List have been given the opportunity to

apply for Lease Approval. Within ten (10) days of receipt of a Notice of Rental Termination, the Association shall notify the Owner in the top position on the Rental Waiting List that the opportunity to apply for Lease Approval shall be available to that Owner for a period of ninety (90) days from the date of that notice. If no request for Lease Approval is submitted during this ninety (90) day period, that Owner's name shall be placed at the bottom of the Rental Waiting List, and the opportunity to apply for Lease Approval shall be offered to the next highest person on the Rental Waiting List.

7.2.15. Rental Processing Fees. The Board shall be authorized from time to time to establish and charge reasonable fees in connection with the rental of Units, the maintaining of Tenant information and the rental waiting list, and the screening of Tenants to defray the added administrative costs of such activities. Such fees shall be collectable as a special assessment against the Unit and its Owner. The Rental Processing Fee shall not exceed \$250.

7.2.16. Rent to Association. If a Unit is rented by its Owner, the rent is hereby pledged and assigned to the Association as security for the payment of all Assessments due by that Owner to the Association as security for the payment of all Assessments due by that Owner to the Association. If the Assessments owed by the Owner of a rented Unit are delinquent, the Board may collect, and the Tenant shall pay to the Board, the rent for any Unit owned by the delinquent Owner, or that portion of the rent equal to the amount due to the Association. The Tenant shall not have the right to question the Board's demand for payment. Payment by the tenant to the Association will satisfy and discharge the Tenant's duty of payment to the Owner for rent to the extent of the amount paid to the Association. No demand or acceptance of rent under this Section shall be deemed to be a consent or approval of the Unit rental or a waiver of the Owner's obligation as provided in the Declaration. The Board shall not exercise this power where a receiver has been appointed with respect to a Unit or Unit Owner; nor in derogation of the exercise of any rights to rents by a Mortgagee. If a Tenant fails or refuses to pay rent to the Association as provided for in this Section, the Association shall have the right to bring an action for unlawful detainer for non-payment of rent under RCW 59.12.030, and the costs and attorney fees incurred by the Association in connection with that action shall be collectable from the Tenant in that action, and from the Owner of the Unit in the same manner as any other Assessment.

7.2.17. Governing Documents to be Provided to Tenants. Each unit Owner who Rents or Leases a Unit in the community association to a Tenant or allows the occupancy of a Unit by a Related Party shall provide that Tenant or Related Party with a copy of the Declaration and Rules. If the Unit Owner fails to provide evidence to the Association that it has done so, the Association may furnish a copy of these documents to the Tenant or Related Party and charge the Owner an amount to be determined by the Board for each document provided. Unless otherwise set by the Board, the copying charge shall be twenty-five cents (\$.25) for each page. The copying charge shall be collectable as a special assessment against the Unit and its Owner.

7.2.18. Tenant Screening.

(a) Applicability. Section 7.2 shall be applicable to the Rental of any Unit in the community association other than to a Related Party.

(b) Tenant Screening Required. Any Owner who desires to rent a unit to a person (referred to an "Applicant"), other than a Related Party, shall, prior to entering into Lease, submit to the Association: (1) a fully completed rental application; (2) a fully completed Tenant Screening form adopted by the Board indicating that the Owner has satisfactorily completed screening the tenant as set forth below; (3) Change of Occupancy Fee; and (4) written confirmation that the Lease/Rental Addendum form adopted by the Association is included in all rental agreements.

(c) Tenant Screening Form; Nature of Screening Required. The Owner desiring to rent a unit to a person other than a Related Party shall submit to the Association a fully completed Tenant Screening form adopted by the Board indicating that the Owner has completed the following steps with regard to each applicant:

- (i) Obtain a consumer credit report on the Applicant;
- (ii) Verify the applicant's employment for the last two years;
- (iii) Check the Applicant's rental history in its database and with all landlords during the last two years, as reported by the applicant;
- (iv) Check the public records in the counties of the Applicant's residence for criminal, bankruptcy and unlawful detainer actions involving the Applicant.

(d) Responsibility for Tenant Selection. The Association shall not evaluate any information provided by an Owner or Applicant or in any way make a determination or recommendation as to the suitability of any Applicant. The selection of a suitable and appropriate Tenant shall be the sole responsibility of the Owner.

(e) Confidentiality. The Association and the Owner shall treat all information received in accordance with the requirements of the Federal Fair Credit Reporting Act and any other applicable state or federal laws and shall not disclose the contents of any report to the Applicant or any other person not permitted access to such information.

(f) Non-Discrimination. The governing documents are expressly subject to all applicable laws pertaining to unlawful discrimination. In the case of any conflict between the two, the laws against unlawful discrimination shall prevail. Neither the Association nor any Unit Owner shall discriminate against any person with regard to the sale, rental or occupancy of a Unit in the community association on the basis of race, color, creed, national origin, age, sex, sexual orientation, religion, familial status, marital status, handicap or any other legally protected classification.

7.2.19. Notices re Occupancy Changes The presence and movement of persons in and out of Units shall be governed by the provisions of this Section 7.2.19.

(a) Registration of Preexisting Occupants All Occupants occupying Units at the time this Amendment is adopted must be registered with the Board within thirty (30) days of the adoption of this amendment. As used in this Subsection, the term registration shall mean the filing by the Owner with the Board or its authorized representative of a written statement setting forth the following information:

(i) the name, telephone numbers, and correct street address of the Owner of the Unit;

(ii) the Unit number and names and telephone numbers of all Occupants of the Unit other than the Owner and

(iii) any other information regarding the Occupants of the Unit which shall be reasonably required by the Board.

(b) Occupants. All Owners must register new Occupants with the Board at the time they move in or within forty-eight (48) hours of meeting the definition specified in the Declaration. Nothing in this subsection shall preclude an Occupant from submitting the registration required by this subsection or the preceding subsection.

(c) Updating of Registration Information. All Owners shall advise the Board or the Manager of any changes in the registration information required to be provided in this Subsection on a current basis.

(d) Notice of Moving Date. All Occupants shall provide the Board with reasonable prior notice of the date on which they expect to move into or out of a Unit.

(e) Move-In and Move-Out Fees. The Board shall be authorized to assess a reasonable fee against any Owner and his or her Unit in connection with

the moving of any new Occupant into a Unit, and in connection with the moving out of any Occupant from a Unit. The fee shall be paid prior to the move.

7.2.20 Liquidated Damages for Violation of Rental Ceiling. Violation of Section 7.2, including the Rental Ceiling set forth in Section 7.2.2, has an adverse impact on the Association as a primarily owner-occupied community and upon its purpose of preserving and protecting the property values in the community. In addition to any other legal or equitable remedies available to the Association, and subject to the provisions of Section 3.5 and 3.6, the Association may levy fines representing liquidated damages in the sum of no more than \$500.00 for each month the violation occurs.

7.2.21. Lending Requirements. In the event the Board should in good faith determine that any of the provisions in Section 7.2 may be in violation of the requirements of the secondary mortgage market, the VA or FHA, and that such violation might hinder obtaining financing of the purchase of the Units in the community association, then the Board may so advise the owners and propose corrective amendments to Section 7.2, and the owners collectively commit to approve such amendments.

D. *New Section 5.2.14.1. is added as follows:*

5.2.14.1. Liability for Damages and Misconduct. Notwithstanding any other provisions of this Declaration, each Owner shall be responsible for any expenses resulting from damage done to Common Area or Lot from any misconduct by that Owner, a Related party or tenant occupying the Owner's Lot, or the family, servants, employees, agents, visitors, licensees, or household pet of that Owner, Related Party or Tenant. The charges for repair or replacement of any damage and the expenses resulting from any such misconduct caused thereby shall be specially assessed to the Lot, shall be a lien upon the Lot and upon any appurtenant common elements, and shall be collectable as are other assessments.

E. *Section 13.1, entitled Enforcement, is hereby deleted and new Section 13.1 is substituted in its place:*

13.1. Judicial Enforcement. Continuing failure to comply with a provision of the Governing Documents or a Board Decision, or to comply with a decision of the Hearing Board following notice of a violation and an opportunity for a hearing, shall be grounds for an action to recover sums due for damages, which shall include any fines levied by the Hearing Board and any costs incurred by the Association in connection with the proceedings before the Hearing Board, or for injunctive relief, or both, maintainable by the Board (acting through its officers or Manager of behalf of the Owners). Nothing contained in this Declaration shall be deemed or construed as a waiver of the Association's internal enforcement procedures in cases where the Board deems immediate legal action to be necessary or appropriate. If the Board fails or refuses, after demand by an aggrieved Owner, to take appropriate action to enforce compliance with any provision of the Governing Documents, any Board Decision, or any Hearing Board decision, an

aggrieved Owner on his or her own may maintain an action for damages or injunctive relief against the party (including an owner or the Association) failing to comply. In any action brought as provided in this Section, the prevailing party shall be entitled to recover as part of its judgment a reasonable sum for attorney fees incurred in connection with the action, in addition to its expenses and taxable costs, as permitted by law.

F. *The following new sections are added to Article 3, "Spinnaker Ridge Community Association":*

3.5. Hearing Board. The Board, or other body or person designated in the Bylaws ("Hearing Board"), is authorized and empowered, as provided in procedures to be set forth in the Bylaws, to investigate, hear and determine all complaints concerning violations by any Unit Owner, Tenant, or other Occupant or by the Association of any provision of the Governing Documents or any Board Decision and to order compliance therewith. The Hearing Board is further authorized and empowered to levy reasonable fines against any person who shall have been found to be in violation of any provisions of the Governing Documents or Board Decision after notice stating the nature of the violation and an opportunity for a hearing and to require the non-prevailing party to reimburse the Association for its costs, including reasonable attorney's fees, in connection with the matter. Fines shall not exceed the maximum amounts to be established from time to time by resolution of the Board. Fines and costs shall constitute Assessments secured by a lien upon any Unit belonging to or occupied by the person against whom they were assessed and shall be collectable in the manner provided herein for the collection of Assessments. The hearing shall be conducted as provided in due process procedures to be contained in the Bylaws. If a Hearing Board other than the Board is designated in the Bylaws, any party to a matter heard by the Hearing Board shall have the right to appeal the decision of the Hearing Board to the Board on the record of the proceeding before the Hearing Board. Any member of the Hearing Board or Board who is incapable of impartial, disinterested and objective consideration of the case shall disclose that fact to the respective body and shall remove himself or herself from participation in the proceedings and have it so recorded in the minutes.

3.6. Enforcement Against Tenants. If a Tenant or a Related Party occupying a Lot fails to comply with a provision of the Governing Documents, a Board Decision or a decision of the Hearing Board, then, in addition to all other remedies which it may have, the Board shall notify the Lot Owner of the violation (s) and demand that the same be remedied through the Unit owner's efforts within thirty (30) days after the notice. If the violations (s) is (are) not remedied within the thirty (30) day period, the Lot Owner shall immediately, at his or her own cost, institute and diligently prosecute an unlawful detainer action under the Washington Residential Landlord Tenant Act or any successor statute on account of the violation (s). The action shall not be compromised or settled without the prior written approval of the Board. If the Lot Owner fails to fulfill the foregoing obligation, the Board shall have the right, but not the duty, to institute and prosecute the action as attorney-in-fact for the Lot Owner and at the Unit owner's sole cost, including all attorney's fees incurred. The costs and expenses of the action, including attorney's fees, shall be deemed to constitute Assessments secured by a lien on the Unit involved

as well as the personal obligation of the Lot Owner, and collection of those costs may be enforced by the Board in the manner prescribed in this Declaration. Each and every Lot Owner does hereby automatically irrevocably name, constitute, appoint and confirm the Association as his or her attorney-in-fact for the purposes described in this section.

G. Section 12.2, entitled Waiver, is hereby deleted and the following new Section 12.2 is substituted in its place:

12.2. Strict Compliance. Each Owner and tenant, and each Related Party occupying a Lot in the community association, shall comply strictly with the provisions of the Governing Documents and with all decisions of the Board as provided in the Governing Documents (referred to in this Declaration as "Board Decisions"). The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Governing Documents, as they may be amended from time to time, are accepted and ratified by the Owner, Tenant, or Related Party, and all provisions of the Governing Documents shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though the provisions were recited and stipulated at length in each and every deed, conveyance or Lease of the Unit.

12.2.1. Failure to Insist on Strict Performance No Waiver. The failure of the Board or Manager in any instances to insist upon the strict performance of any of the terms, covenants, conditions or restrictions of the Governing Documents or to exercise any right or option contained in the Governing Documents, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of that term, covenant, condition, or restriction, but shall remain in full force and effect. The receipt by the Board or Manager of any Assessment from the Owner, with knowledge of any breach shall not be deemed a waiver of that breach, and no waiver by the Board of any provision of the Governing Documents shall be deemed to have been made unless expressed in writing and signed by the appropriate officers on behalf of the Board.

H. This Amendment to the Declaration shall take effect upon recording. The terms of this Amendment to the Declaration shall control over and implicitly amend any inconsistent provision of the Declaration or the Bylaws or Rules and Regulations of the Association. Except as amended by this instrument, the Declaration shall remain in full force and effect.

Dated this 29 day of MAY, 2007.

By: William R. Quill
President

ATTEST: The above amendment was properly adopted.

By:

Karen Lange
Secretary

STATE OF WASHINGTON)

) ss

COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that William R. Ouel is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledge it as the President of Spinnaker Ridge Community Association to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5/29/07

Molly M Towslee
(Signature)

Molly M. Towslee
(Print name)

My appointment expires: 12/2/07



STATE OF WASHINGTON)

) ss

COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that Karen Lange is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledge it as the Secretary of the Spinnaker Ridge Community Association to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5/29/07

Molly M Towslee
(Signature)

Molly M. Towslee
(Print Name)

My appointment expires: 12/2/07

