

When Recorded, Return to:

President
Innis Arden Club, Inc.
P.O. Box 7222
Shoreline, WA 98133

Reference No.: 8206170647
Grantor: W. E. Boeing and Innis Arden Club, Inc.
Grantee: Plat of Innis Arden No. 3

**1999 AMENDMENT TO THE RESTRICTIVE MUTUAL EASEMENTS OF INNIS
ARDEN NO. 3, PROVIDING FOR MANDATORY DUES**

THIS AMENDMENT to the Restrictive Mutual Easements for Innis Arden No. 3 is dated for reference purposes _____, 1999 and is made by **INNIS ARDEN CLUB, INC.**, a Washington non-profit corporation ("Club").

RECITALS

- A. The Club serves as a community association for the three subdivisions of Innis Arden, including Innis Arden No. 3, which was established by a plat recorded in Volume 46 of Plats, pages 43-45, records of King County, Washington.
- B. All residence tracts ("Tracts") within Innis Arden No. 3 are subject to those certain Restrictive Mutual Easements of Innis Arden No. 3 recorded in Volume 2838 of Deeds, page 415, under King County Recording No. 3897377 ("Restrictive Mutual Easements").
- C. Section 16 of the Restrictive Mutual Easements provides that they may be amended by an instrument or instruments in writing, duly signed and acknowledged by the Owners of not less than 150 Tracts and that such Amendment shall become effective upon the recording of the instrument in the real property records of King County, Washington.
- D. The Owners of not less than 150 Tracts of Innis Arden No. 3 having signed, acknowledged and agreed to this Amendment, the Restrictive Mutual Easements are amended as set forth herein.

**AMENDMENT OF RESTRICTIVE MUTUAL EASEMENTS
FOR INNIS ARDEN # 3**

The undersigned, as owner(s) of Lot ____, Block ____, Innis Arden No. 3 hereby amend(s) the Restrictive Mutual Easements for the aforementioned subdivision of Innis Arden to provide as follows:

1. Mandatory Dues

A. The Owner or Owners of each Tract agree to pay annual dues to the Club under the terms provided in this Amendment.

B. Each Owner further agrees and covenants that the Owner's annual dues, together with any late charges, interest and enforcement costs, shall if unpaid be a charge upon the land and a continuing lien upon the Owner's Tract to the extent permitted by law.

2. Amount of Dues

A. Before the end of each fiscal year, the Board shall propose, by vote of at least two-thirds of Directors, annual dues for each Tract for the next fiscal year.

B. Dues shall be equal for all Tracts.

C. Owners shall pay annual dues on the date and in the manner fixed by the Board.

3. Notice to Owners of Proposed Dues

A. At least thirty (30) days before the end of each fiscal year, the Board shall mail to the Owner or Owners of each Tract:

1) a budget summarizing the estimated expenses and revenues of the Club for the coming fiscal year;

2) the proposed dues per Tract; and

3) a notice of the annual meeting of the Owners to consider ratification of the budget and dues. The meeting shall be held not less than thirty (30) nor more than sixty (60) days after the mailing of the notice.

4. Ratification of Dues

A. Dues proposed by the Board for the next fiscal year that are less than or equal to one hundred and ten percent (110%) of the dues for the current fiscal year are ratified unless disapproved at the annual meeting by Owners, in person or by proxy, who represent a majority of the total number of Tracts in Innis Arden No. 1, Innis Arden No. 2, and Innis Arden No. 3, combined.

B. If the proposed dues for the next fiscal year exceed one hundred and ten percent (110%) of the dues for the current fiscal year, that portion of the proposed dues that exceeds one hundred and ten percent (110%) of the dues for the current fiscal year may be vetoed or reduced

by a majority vote of the Owners of Tracts in Innis Arden No. 1, Innis Arden No. 2, and Innis Arden No. 3 who are present at the annual meeting. Only one vote may be cast per Tract.

5. Effect of Non-Payment of Dues; Remedies

A. Any dues not paid on the date specified by the Board shall be delinquent. If not paid within sixty (60) days following the due date, the unpaid dues shall be subject to a late charge equal to ten percent (10%) of current dues and interest on all amounts due shall accrue from that date at the lesser of ten percent (10%) per year or the maximum rate permitted by law. If the dues are not paid within one hundred eighty (180) days following the due date, a lien for the dues, penalties, interest and related costs shall attach to the Tract of the Owner(s) whose dues are delinquent.

B. Each Owner authorizes the Board to delegate to the Treasurer authority to defer annual dues for any Owner suffering from financial, medical or other hardship, provided that and for such time as such Owner has an exemption or deferral of real estate taxes on any Tract within the three Innis Arden subdivisions. Late charges and interest shall be waived as long as such exemption or deferral of real estate taxes is in force. However, liens for delinquent dues and filing costs shall attach to such Tract, as specified in Section 5 A above. The Treasurer shall preserve the confidentiality and privacy of any Owner requesting deferral of dues.

C. Each Owner grants to the Board, on behalf of and for the benefit of all Owners, and upon a delinquent Owner's sale or other transfer of the Tract, the right, power and duty to take any reasonable and lawful actions, including enforcement of a lien, that may be necessary to collect the sums owed under this amendment.

D. Each payment shall be applied first to the Club's filing and collection costs, then to late charges, then to interest and then to delinquent dues.

6. Effective Date

This Amendment shall take effect on the date it is recorded, provided that substantially identical amendments of the Restrictive Mutual Easements applicable to Innis Arden No. 1 and Innis Arden No. 2 are also recorded on the same date so that a common plan for mandatory dues is established for all three Innis Arden subdivisions.

This instrument may be recorded when the owners of 150 lots in Innis Arden No. 3 have executed counterparts thereof. Upon the execution and recording of counterparts by at least that number of lot owners, the Restrictive Mutual Easements for Innis Arden No.3 shall thereupon be amended and shall be binding and effective as to all residential lots in Innis Arden No. 3.

OWNER'S CERTIFICATION AND ACKNOWLEDGEMENT OF AMENDMENT

I (we), the Owners of lot _____, block _____ of Innis Arden No. 3, acknowledge that I (we) have read, understood and agree to the **1999 Amendment to the Restrictive Mutual Easements of Innis Arden No. 3, Providing for Mandatory Dues**, the full text of which is printed on the foregoing three (3) pages.

Note: All owners, including spouses and other joint owners, must sign.

Owner date

Owner date

Owner date

Owner date

STATE OF WASHINGTON
COUNTY OF KING

On this __ day of _____, 2001, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____,

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Signature

Printed name

NOTARY PUBLIC in and for the state of Washington,
residing at

My commission expires