

RETURN ADDRESS

W. Mathews
4302 Prestwick Lane SE
Olympia, WA 98501

Document Title(s)

Declaration of Covenants, Conditions and Restrictions

Reference Number(s) of Related Documents

Additional Reference #'s on page:

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

<i>Greenside Court of Harbor Square Dev. HOA</i>	

Additional Grantors on page:

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

<i>Greenside Court of Harbor Square Dev. HOA</i>	

Additional Grantees on page:

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

Lots 1 through 15 of Greenside Court, as recorded April 1, 1997 under file No. 3081464 in Thurston County, Washington.

Additional legal is on page:

Assessor's Property Tax Parcel/Account Number

51570000100 through 51570001500

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.

6-25-2015
WJ



Greenside Court at Indian Summer Owner's Association

Declaration of Covenants, Conditions and Restrictions

Greenside Court at Indian Summer Owner's Association; a non-profit Washington Corporation. Articles of Incorporation filed with the Secretary of State. This homeowner's association consists of fifteen townhomes within the Indian Summer Residential Community; Lots 1 through 15 of Greenside Court, as recorded April 1, 1997 under file No. 3081464 in Thurston County, Washington.

These declaration of covenants in addition to the Indian Summer Residential Community Covenants recorded January 15, 2009 recording #4054751 shall run with the land, be binding on all parties and persons claiming under them, and shall be for the benefit and limitation of all future owners of property at Greenside Court in order to enhance and protect the property values and desirability by maintaining high quality lawns, streetscape and concrete tile roofs.

Each lot consists of a residential townhouse and the land. Each owner(s) are automatically members of the Indian Summer Residential Community HOA and Greenside Court HOA. Membership shall be appurtenant to and may not be separated from ownership of the lot.

Subordinate Association: Greenside Court HOA is a subordinate association to Indian Summer Residential Community. All lots and homes at Indian Summer Residential Community are subject to recorded declarations and covenants. Indian Summer Residential Community CCR's shall supersede and override these covenants and will take precedence over these covenants.

The acceptance of a deed or conveyance, whether or not entering into occupancy of any lot, shall constitute an agreement that this Declaration, together with any amendments are accepted and ratified by such owner or occupant and that these provisions and covenants run with the land and bind property and occupant accordingly as though such covenants were recited and stipulated at length in deeds of conveyances or leases.

Greenside Court at Indian Summer Owner's Association: Ownership of the lot shall be the sole qualification for membership and every owner(s) shall be entitled to one (1) vote for each lot owned.

Amendments to CCR's and Bylaws: Greenside Court HOA consists of fifteen (15) votes. To change the CCR's requires ten (10) votes and to change the Bylaws requires eight (8) votes.

2.2.2016
WA

Legal Structure: These townhomes are the same as an unattached single family home. The owner(s) own the structure and the lot. It is the financial and management responsibility of the owner(s) to maintain and repair the structure and for the replacement of and/or new landscaping.

Regulatory Interest: Greenside Court HOA has a regulatory interest in the streetscape defined as the landscape beds, trees and shrubbery adjoining Troon Lane and Prestwick Lane. Greenside Court HOA has a regulatory interest in the concrete tile roofs on each building.

Asset: Greenside Court HOA owns the sprinkler system. This asset is insignificant as defined by RCW 64.38.090 reserve account exemptions. The Association therefore has a license to enter upon each lot to meet its responsibility to all the lot owners with regard to the above referenced matter. It is common to all and the responsibility for it is the homeowner's association.

HOA Documents: Greenside Court HOA Board of Directors will provide to each new owner(s) the Articles of Incorporation, CCR's, Bylaws, Committee policies and procedures, Minutes of Board and Annual Meetings, Roster, Budget and quarterly budget report and any and all contracts that obligate the HOA. These will be for the calendar year of purchase and will be provided within ten days of recording of the new owner(s). These documents bind the owner(s), guests, invitees, lessee, tenant or family member occupying or otherwise using the improvements.

Budgets, Assessments and Collections: The common expenses of the properties for Greenside Court HOA shall be charged to the lot owner(s) by the Owner's Association based upon percentage of lots owned. The Owner's Association will determine the budget annually, to be ratified at the annual meeting, the method of assessments, the collection of assessments and the enforcement thereof. The Bylaws of the Owner's Association will provide for assessments, liens and penalties for not paying dues or assessments to the Owner's Association.

Insurance: Each lot owner(s) shall be responsible for and shall obtain insurance for the dwelling unit located on the owner's lot insuring the improvements against loss or damage by fire in an amount to insure coverage to the replacement value.

Mortgage Protection: If a unit is foreclosed to satisfy an Association assessment lien, the sale must be subject to any existing mortgage which will not be adversely affected. If the mortgage is foreclosed, the assessment lien will be extinguished in the same manner as other subordinate liens. For the purposes of the Declaration, a mortgage includes not only a mortgage but a deed of trust or other security instrument and mortgages including a beneficiary of a deed of trust, a secured party, or other holder of a security interest.

Common Walls: The common wall between adjoining townhouses; the owners of those lots shall each have the benefit of, and each lot shall be subject to, an easement to provide for support of the common wall and an easement for repair and maintenance of the walls between the lots. The maintenance of the common wall between adjacent units sharing a common wall shall be shared equally by the units so sharing. If the negligence of the owner(s) of one unit causes damage to the common wall, that unit owner shall be responsible and will indemnify and hold harmless the adjacent non-negligent unit owner(s).

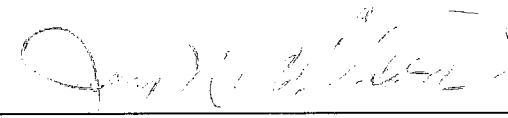
Compliance and Penalties: Failure to comply with this Declaration shall be grounds for an action to recover sums due, for damages or injunctive relief or both maintainable by an aggrieved lot owner within the plat of Greenside Court HOA and/ or the Homeowner's Association.

In Witness Whereof, the Greenside Court HOA has executed these Covenants, Conditions and Restrictions as of the 25th day of June 2015.


Greenside Court at Indian Summer Homeowner's Association,

By:  _____

President of the Board of Directors

By:  _____

Vice President of the Board of Directors

By:  _____

Secretary of the Board of Directors

8-25-2015
HJ

President's Certification and Confirmation of Member's Approval.

William L. Matthews on oath and under penalty of perjury says:

I am the **President of the Greenside Court at Indian Summer Homeowner's Association**. I hereby certify and confirm that these Covenants were submitted to a vote of the membership at its Annual meeting held on May 14, 2015. The covenants were approved by fourteen (14) yes votes, zero (0) no and one (1) absent. The absentee cast a yes vote via a ballot on June 8, 2015.

These covenants passed with 100% approval from the membership.

Dated this 25th day of June 2015.

Greenside Court at Indian Summer Homeowner's Association

By: [Signature]

President of the Board of Directors.

STATE of WASHINGTON)

: ss

County of Thurston)

I certify that I know or have satisfactory evidence that William L. Matthews

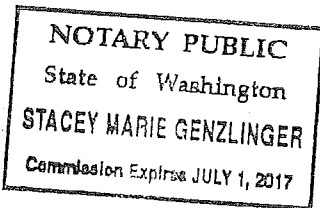
Is the individual who signed this instrument in my presence, on oath states the he was authorized to execute the instrument and acknowledged it as the **President of Greenside Court at Indian Summer Homeowner's Association** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 25, 2015

Stacey M. Genzlinger
(Notary Public for the State of Washington)

Printed name Stacey M. Genzlinger

My appointment expires 7/1/17



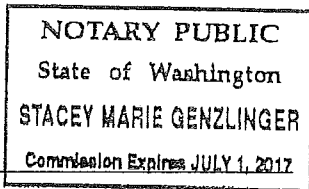
6-25-2015
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STATE OF WASHINGTON
COUNTY OF Thurston

ss

I certify that I know or have satisfactory evidence that Jerry N. Wilson is/are the persons who appeared before me, and said persons acknowledged that he/she/they signed this instrument, on oath stated that he/she/they authorized to execute the instrument and acknowledged it as the Vice President of Greenside Court to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: June 25, 2015



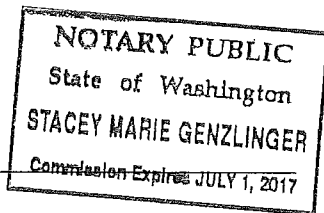
Stacey M. Genzlinger
Stacey M. Genzlinger
Notary Public in and for the State of Washington
Residing at Thurston County
My appointment expires: 7/1/17

STATE OF WASHINGTON
COUNTY OF Thurston

ss

I certify that I know or have satisfactory evidence that William L. Matthews is/are the persons who appeared before me, and said persons acknowledged that he/she/they signed this instrument, on oath stated that he/she/they authorized to execute the instrument and acknowledged it as the President of Greenside Court to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: June 25, 2015



Stacey M. Genzlinger
Stacey M. Genzlinger
Notary Public in and for the State of Washington
Residing at Thurston County
My appointment expires: 7/1/17

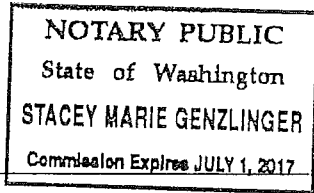
6-25-2015
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STATE OF WASHINGTON
COUNTY OF Thurston

ss

I certify that I know or have satisfactory evidence that Ellen Sue Victory is/are the persons who appeared before me, and said persons acknowledged that **he/she/they** signed this instrument, on oath stated that **he/she/they** authorized to execute the instrument and acknowledged it as the Secretary of Greenside Care to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: June 25, 2015



Stacey M. Genzlinger
Stacey M. Genzlinger
Notary Public in and for the State of Washington
Residing at Thurston County
My appointment expires: 7/1/15

STATE OF WASHINGTON
COUNTY OF _____

ss

I certify that I know or have satisfactory evidence that _____ is/are the persons who appeared before me, and said persons acknowledged that **he/she/they** signed this instrument, on oath stated that **he/she/they** authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: _____

Notary Public in and for the State of Washington
Residing at _____
My appointment expires:

*SMG
062515*

*6-25-2015
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