accumulations of refuse, debris, water, ice, snow and the like. The provisions of this section include the areas between the property line of any Lot and the nearest curb.

5.7 Construction of Improvements. The construction of a Living Unit or any other building, including painting and all exterior finish, shall be completed within six (6) months from the beginning of construction so as to present a finished appearance when viewed from any angle. Lots, and portions thereof, undergoing construction of Improvements thereon, shall be kept reasonably clean and in workmanlike order during such construction. All construction activities shall conform with any rules and regulations adopted from time to time by the Declarant or by the Committee. The Owner of each Lot shall be responsible for any and all damages to curbs, sidewalks, approaches, irrigation, streets and utilities occasioned by activities associated with construction of any Dwelling Unit or other improvements on such Owner(s) Lot(s), Lots owned by others, public right of ways and Common Areas.

5.8 Temporary Structures. No structure of a temporary character, trailer, excavation, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. Persons engaged in the construction, reconstruction, repair or remodeling of Improvements may place or erect temporary or portable sheds or other temporary structures on a Lot to serve as a field office or shop facility, and/or to store or house tools, equipment or building materials in connection with such activities on such Lot and/or other Lots in the immediate vicinity but only with the written permission of the Owner(s) of such other Lots. Such sheds and/or structures shall be maintained in good order, condition and appearance and must be removed no later than the date the work undertaken by such person on such Lot is substantially completed.

5.9 Setback, Maximum Height and Minimum Yard Requirements. Each Lot shall be subject to: (a) all setback, maximum height and minimum yard requirements shown on the Plat or which are established by the City and/or any other public authority or agency having jurisdiction thereof; (b) any land use review procedures established by any public authority or agency having or acquiring the power to establish, review or grant variances from any such requirements, and (c) any applicable rules, regulations, conditions of approval or Design Guidelines of the Association and/or Committee.

5.10 Trees. Every reasonable effort shall be made by the Owners to preserve existing trees. No tree of a diameter greater than three inches at its base may be removed without the prior approval of the Committee. The declarant shall plant or cause to be planted all street trees required by the City as a condition of approval or acceptance of the initial development of Village Phase 1 and any additional property annexed to the Property by Declarant in accordance with this Declaration. The Owner of the Lot shall replace and prune or maintain street trees as require by the City and any applicable resolutions, rules or regulations of the Association or the Committee. All trees shall be approved by the Committee before planting and shall be subject to City Requirements.

5.11 Fences and Walls. The location, design and materials to be incorporated in any fences, walls or similar Improvements constructed on the Property, shall be approved by the Committee and comply in all respects with any applicable City requirements and/or Design Guidelines. Provided, however:

(a) Impairment of Certain Access Prohibited. The Committee shall not approve the installation or construction of fences, walls or similar Improvements which impair access to the entire front yard of any Living Unit facing any public street, sidewalk, walkway or General Common Area directly abutting the Lot on which such Living Unit is situated.

(b) Wall Materials. Walls, such as retaining walls, made of brick, rock or other natural materials (but not railroad ties, logs or pilings) up to three feet in height may be permitted as part of the landscaping and/or erosion control design incorporated in the improvement and grading of any Lot.

(c) Fence Materials. All side, front and back yard fences shall be constructed of wood and must be consistent in material type, height, texture, form, design, location, ornamentation, and hardware as those initially installed by the Declarant in Phase 1 of the Village.

(d) Chain Link Fences. No steel or chain link fences shall be permitted on the Property other than for purposes of enclosing or controlling access to Common Areas determined by Declarant or the Committee to require enclosure or controlled access by means of such fences.

(e) Local Ordinances. No fence, wall, or other barrier shall be constructed, installed or permitted to remain on any Lot nearer to any street or public right of way than is permitted by applicable ordinances and regulations of the City.

5.12 Landscaping. Unless weather or other conditions will unreasonably interfere with, prevent, or imperil the result of such efforts, each Owner shall, at his or her expense, complete landscaping of those portions of his or her Lot which lie in plain view of any adjacent street(s), including street trees, simultaneous with completion, and prior to occupancy, of any Living Unit on such Lot and, in any event, all landscaping shall be completed within two hundred seventy (270) days following the date on which construction of such Living unit is completed. All yards fronting streets shall be irrigated, including all planting strips between the sidewalk and curb.

5.13 Grades, Slopes, and Drainage. Each Owner of a Lot shall accept the burden of, and shall not in any manner alter, modify or interfere with the established surface water drainage, grades, slopes, and courses related thereto over any Lot or Common Area without the express written permission of the Committee and then only to the extent and in the manner thereby specifically permitted. No structure, landscaping or other materials shall be placed or permitted to remain on or within any grades, slopes or surface water courses, nor shall any other activities by undertaken nor Improvements be effected which may damage or interfere with established slope ratios, create erosion or earth movement, or which may change the direction of, or obstruct or retard, the flow of surface water through established drainage channels anywhere within the Property unless expressly permitted by the Committee. The provisions of this Subsection 5.13 shall not apply to any actions undertaken by or on behalf of the Declarant or the Co-Declarant connection with development of, or the construction of Improvements on the Property.

5.14 Waste, Rubbish and Trash. No part of the Property, including, without limitation, any Lot or portion thereof, shall be used as a dumping ground or site of burial for waste, rubbish, debris or trash of any kind. Yard waste and trimmings, direct and other materials resulting from landscaping work or maintenance shall not be dumped or disposed of

on any Lots, right of way or Common Areas within the Property unless such dumping or disposal shall be authorized in one or more areas where such disposal may be beneficial as determined by resolution, rule or regulations duly adopted by the Board. Should any Owner or occupant of the Property responsible for its generation fail to remove any waste, rubbish, debris, trash, yard waste and trimmings, garbage or other materials deposited or disposed of by such person(s) on any such Lot, right of way or Common Area within ten (10) days, or such shorter period as may be stated in such notice, after the date written notice to remove such materials is mailed to such Owner, or occupant by or on behalf of the Association, the Association may have such materials removed and charge all costs of such removal incurred by the Association, plus an "enforcement fee" equal to fifteen percent (15%).

5.15 Sidewalks. The Declarant shall install the sidewalks for each lot of Phase 1 and Phase I single family dwellings. Such sidewalks and where applicable are required, driveway approaches, shall be installed prior to issuance of any certificate or permit allowing occupancy of the Living Unit constructed on such Lot. The Lot Owner shall be responsible for any and all damages to sidewalks and approaches as the result of activities associate with construction of any Dwelling Unit on Such Owner's Lot.

5.16 Signs. No signs of any kind shall be displayed to public view on any Lot; in any Common Area, or in any vehicular or pedestrian right-of-way located within the Property except that one "For Sale" or "For Rent" advertising the availability for sale or rent of Living Unit and/or Lot placed by Declarant, an Owner or by a licensed real estate broker or brokerage firm, not exceeding twenty-four inches (24") in height and thirty-six inches (36") in width, may be temporarily placed on a Lot. These restrictions are not intended to apply to signs or similar Improvements installed or displayed by or on behalf of the Association; to temporarily erected "political" signs; to signs or emblems installed for traffic control or to provide direction to, or identify, "block homes" or "crime watch" areas within the Property, nor to temporary signs providing directions to the location and/or advertising a private "yard", "garage" or "estate" sale conducted by or on behalf of Owners or residents of the Urban Village provided such signs shall, in all instances: (1) comply with all and any applicable rules, regulations and/or guidelines of the Association or the committee, (b) comply with any regulations or ordinances of the City which may be or become applicable thereto, (c) not be displayed for more than three calendar days in advance of the date upon which the sale subject thereof is to be conducted, and (d) are removed before sundown on the last day of such sale. No automobile, motorcycle, truck, van, recreational vehicle, other motor vehicle, boat or watercraft of any description, trailer, camper, or other conveyance designed for installation on, or towing by, a motor vehicle shall be parked or displayed for sale or rental on any Common Area or vehicular or pedestrian right-of-way within the boundaries of the Property.

5.17 Leasing and Rental of Living Units. No Owner may lease or rent his or her entire Living Unit or less than his or her entire Living Unit for a period of less than thirty (30) days.

(a) Written Tenancy Agreements Required; Notice of Restrictions, Etc. All leases or rentals of Living Units shall be made subject of a written lease or tenancy agreement. Such leases or tenancy agreements shall provide that the terms thereof are subject in all respects to the provisions of this Declaration, the Bylaws of the Association and all rules and regulations duly adopted thereunder. Subject to the provisions of RCW Chapter 58.18 (as now or at anytime hereafter amended or supplemented) and any applicable laws, ordinances or regulations of the City, all of which shall be deemed incorporated herein by this reference, all such leases or tenancy agreements shall further provide that any failure by the lessee or tenant

to comply with the terms of this Declaration, said Bylaws and said rules and regulations shall constitute a default thereunder and cause for termination of the tenancy created thereby.

(b) Termination of Tenancies. If the Board of Directors of the Association shall determine that a lessee or tenant has violated any provisions of this Declaration; the Bylaws or any one or more of the rules and regulations mentioned above, then, after having provided the Owner of the Lot or Living Unit occupied by such lessee, or tenant, no less than ten days' advance notice of its intention to do so, unless it is in receipt of reasonable assurance that such Owner has taken measures to prevent further violation by such Lessee or tenant which the Board, in its discretion, finds adequate to insure that such violations will not recur, the Board may require the Owner to terminate such leave or rental agreement in accordance with applicable law.

(c) Application to Multifamily Parcel. Deleted.

5.18 Display and Discharge of Weapons. Any objectively threatening display, and/or the discharge of lethal weapons within the Urban Village is absolutely prohibited except in the hands of sworn law enforcement officers. For purposes of the Subsection 5.17, the term lethal weapons means and includes without limitation, apparently functional firearms of any description, BB and pellet guns of any description, slingshots, and arrows formed or fitted with an arrowhead capable of penetrating or lacerating human or animal flesh.

5.19 Fireworks, Etc. No fireworks, firecrackers, explosive devices shall be fired or detonated in any Common Area, or in any vehicular or pedestrian right-of-way within the Urban Village in violation of: (a) any state law; (b) any ordinance or regulation of the City or County(or any agency thereof), or (c) any rules or regulations duly adopted by the Association. Provided, however, in no event shall any fireworks, firecrackers, explosives or explosive devices be fired or detonated anywhere upon, or in the airspace above, the buffer zone and central wetlands Restricted Common Area in said Tract "M", nor shall any such devices be fired or detonated anywhere within or in the airspace above any water quality detention or infiltration facility located on the Property.

Section 6
Architectural Review Design Guidelines

6.1 Design Guidelines. The Architectural Review Committee shall from time to time develop or adopt and publish architectural and design guidelines or similar documents ("Design Guidelines"). The purpose and function of Design Guidelines shall be to interpret, implement, augment and supplement, but not to replace, the provisions of this Declaration, and shall provide a synopsis or the requirements and policies of the Committee respecting Improvements. Design Guidelines may include, without limitation, minimum requirements for square footage, building materials and exterior design of Living Units, landscaping, fencing, and the like.

6.2 Written From; Availability. Design Guidelines shall in all cases be reduced to written form and may be revised by the Committee at any time in its sole discretion. Revisions, if any, of Design Guidelines need not be recorded but shall be promptly provided without charge to any Owner requesting a copy thereof.

6.3 Effect of Compliance with Design Guidelines. Elements of Improvements which comply with all applicable Design Guidelines at the time of their construction shall be approved by the Committee respecting only those elements of such Improvement specifically

addressed by such Guidelines and then only if construction of such Improvements is completed: (a) within one year, or (b) before other, additional or different Design Guidelines would otherwise apply, whichever is later.

6.4 Notice of Requirements of Design Guidelines. It is, and shall remain, the responsibility of all Owners and other residents of the Property to know the contents and requirements of the latest version of the Design Guidelines at all times. Neither the Association, the Committee nor any agent, officer or other representative thereof, shall have any obligation to inform any person, including any Owner, with respect to Design Guidelines nor do any requirements thereof except as stated at Subsection 6.1 and 6.2 above.

6.5 Division Design Guidelines. The Committee may adopt and amend Design Guidelines specifically applicable to one or more, but less than all Divisions which and if it determines that Design Guidelines generally applicable to Improvements on the Property are insufficient or inadequate to address special or unique circumstances pertaining only to such Division or Divisions. Following Turnover, the Committee shall adopt and amend Design Guidelines specifically applicable to any individual Division which entail requirements or incorporate standards or limitations which the Committee find are (a) consistent with the provisions of this Declaration; (b) consistent with the intent and purpose of the Architectural Review as stated in Subsection 7.1 below, and (c) which are submitted for adoption in writing signed by or on behalf of no less than sixty percent (60%) of the members of the Division to which such Design Guidelines will apply.

6.6 Interpretation and Conflicts. Design Guidelines, including any revisions thereof, are subject to Section 7 of this Declaration. Apparent or actual conflicts between the Design Guidelines and other provisions of this Declaration shall be interpreted and resolved by the Committee. However, the terms, provisions and requirements of this Declaration shall in all cases supercede any Design Guidelines, rules, regulations or actions on the part of the Association and the members of any Division(s) thereof, which can not be implemented or enforced without actual conflict with the terms, provisions and requirements of this Declaration.

Section 7
Architectural Review and Committee

7.1 Architectural Review.

(a) Purpose. It is the intent and purpose of Architectural Review to achieve and maintain consistently high standards of quality of workmanship and materials, exterior design and appearance, location and usage of all improvements, including, without limitation: Permanent Improvements, constructed or located within the Urban Village and to preserve and enhance the value of all Owners' property therein.

(b) Prior Review and Approval of Permanent Improvements Required. No Permanent Improvement shall be commenced, erected, placed, constructed, altered or maintained on any Lot until the design, plans and specifications respecting such Permanent Improvement have been submitted to and approved in writing by the Committee. This includes without limitation, related site plans, building plans (including elevations), grading plans, landscaping plans, lighting plans, and color and/or material samples evidencing the actual

nature, shape, height, exterior materials, exterior colors and proposed location of the proposed Permanent Improvement.

(c) Prior Review and Approval of Other Improvements Permitted. Any Owner shall have the right and privilege to submit to the Committee a request for its review and approval of any Improvement which the Owner desires to construct or incorporate in or on a Lot before effecting construction or incorporation of such Improvement. In the event of any such submission, the Committee shall affect review and approval of such Improvements in conformity with the requirements and provisions of this Declaration, any relevant Bylaws, applicable.

(d) Effect of Approval Following Committee Review. If and when any Improvement is constructed or installed in conformity with any applicable or relevant provisions of this Declaration; and, in all respects is consistent with the approval and/or conditions of approval prescribed by the Committee in advance of construction or installation of such Improvements, then construction or installation of such Improvement shall be conclusively presumed permitted by and consistent with this Declaration for all purposes whatsoever. However, any Improvements constructed or installed without advance approval of the Committee must in all respects conform to, and remain in conformity with, the provisions of this Declaration and/or all and any applicable provisions of the Bylaws, Design Guidelines, rules or regulations in effect at the time construction and/or installation thereof is substantially complete and at all times thereafter.

7.2 Procedure. The procedures and any specified requirements for Committee approval or consent shall be set forth in the Design Guidelines adopted from time to time by the Committee.

7.3 Fees and Charges. The Committee may charge a reasonable fee to cover the cost of processing any application for its consent or approval. The Committee may hire or otherwise engage outside consultants as it deems necessary to assist with, or may otherwise delegate performance of its duties and functions as described in this Section 7. Any and all reasonable costs associated with the hiring or other engagements of outside consultants for the specific purpose of assisting the Committee in processing any application submitted by or on behalf of an Owner for approval or consent of the Committee shall be charged to, and borne by, the party or Owner upon whose behalf such application is submitted.

7.4 Committee Decision. The Committee shall render its decision on an application for approval of an Improvement or any other proposal submitted to it for approval or consent, within twenty (20) working days after it has received a complete written application therefore.

(a) Contents of Application. A complete application shall specify the approval or consent requested and be accompanied by all information and materials reasonably required or requested by the Committee to make an informed decision on such application. Design Guidelines may be adopted by the Committee which describe the information and materials required to constitute a complete application with respect to any particular matter or matters requiring approval or consent on the part of the Committee.

(b) Presumptive Approval. If the Committee fails to act with respect to any matter presented to it for approval or consent within twenty (20) working days after the Committee has received a complete application, or if no arbitration proceedings, suit or action to enforce the terms of this Declaration has been commenced within (1) year after the Committee acquires actual notice of completion of construction of an Improvement undertaken without

approval or consent of the Committee as required hereunder, such approval or consent will not be required and the related provisions of this Declaration shall be deemed to have been fully satisfied.

7.5 Committee Discretion. The Committee may, in its sole discretion, withhold or condition approval of any proposed Improvement if a majority of the members of the Committee reasonably determines that the proposed Improvement or any element(s) thereof would be inconsistent with the provisions of this Declaration or inconsistent with intent and purpose for Architectural Review stated at Subsection 7.1; or, inappropriate for the particular Lot(s) involved, or incompatible with standards or Design Guidelines adopted by the Committee. Consideration of siting, location, shape, size, color, design, height, solar access, impairment of the view from other Lots, general appearance and compatibility with neighboring Improvements, effect on uses and enjoyment of other Lots or Common Property, disturbance of existing terrain and vegetation, and any other factors which the Committee reasonably believes to be relevant, may be, but may not in all cases be required to be, considered by the Committee in determining whether or not to approve, consent to, or to condition its approval of or consent to, any proposed Improvement.

7.6 Membership; Appointment and Removal. Until Turnover, the Committee shall consist of not less than three (3) persons, as Declarant may appoint from time to time. Declarant may remove any member of the Committee appointed by it at any time and may appoint new or additional members at any time. The Association shall keep on file at its principal office a list of the names and addresses of the members of the Committee. Declarant shall delegate to the Board of Directors of the Association the right to appoint and remove members of the Committee on or prior to the date that Turnover occurs. If Declarant fails to delegate to the Board of Directors the right to appoint and remove members of the Committee by the date of Turnover, the Board of Directors shall assume responsibility for appointment and removal of members of the Committee effective as of that date. If the Declarant delegates the right to appoint and remove members of the Committee to the Board of Directors, or if the Board of Directors has assumed the responsibility for appointment of the members of the Committee, and fails to make such appointments, the Board of Directors shall serve as the Committee.

7.7 Majority Action. Except as otherwise provided herein, a majority of the members of the Committee shall have the power to act on behalf of the Committee without the necessity of a formal meeting but only after notifying and consulting with all other members of the Committee. The Committee shall render its decisions in writing setting forth the actions taken, signed by, or on behalf of, all members of the Committee who concur with the actions therein described.

7.8 Scope of Review Limited; No liability for Review or Approval. The scope of Committee review is not intended to include, nor shall any action on the part of the Committee ever be deemed to constitute, any review, analysis, or approval of structural, geophysical, engineering or other similar matters. Consent or approval on the part of the Committee shall never under any circumstances whatsoever, be construed as any form of representation, warranty or assurance on the part of the Declarant, the Association, or the Committee respecting compliance with governmental or other applicable requirements; all such requirements must be satisfied by the Owner regardless of Committee approval. Neither the Declarant, the Association, the Committee nor any director, office, employee, agent or member Declarant, the Association or the committee shall be liable to any Owner, occupant, builder, or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act on the part of the Committee, provided only that the Declarant, Association,

Committee or such direct, officer, employee, agent or member has, in accordance with the actual knowledge possessed by such party or person, acted in good faith.

7.9 Non-waiver. Any decision the Committee may render shall never, under any circumstances whatsoever, be deemed to have constituted precedent or waiver impairing its right to withhold, condition, or qualify approval as to the same or any similar matter thereafter proposed or submitted to it for consent or approval.

7.10 Effective Period of Approval or Consent. Unless a lesser period is prescribed by the Committee in a particular case or otherwise by the Design Guidelines, Committee consent to, or approval of, any proposed Improvement shall expire twelve (12) months after such consent or approval is issued in writing as aforesaid, unless; (a) construction of the work in compliance with such approval has been commenced with due diligence prior to expiration of such period; or, (b) the affected Owner has applied for and received an extension of such consent or approval from the Committee evidence in writing.

7.11 Applicability to Declarant and Co-Declarant. The provisions of this Section 7 shall not apply to any Improvements constructed by or for the benefit of the Declarant or Co-Declarant on the property.

Section 8
Association

8.1 Organization of Association and Adoption of Bylaws. Declarant has heretofore organized a Washington non-Profit corporation to function as the Association of all Owners within Village Phase 1 and II and the Urban Village generally once fully developed. Such Association and its successors and assigns have been organized under the name "The Village at Union Mills Home Owners Association". The Association has been organized as a nonprofit corporation with perpetual existence under the general nonprofit corporation laws of the State of Washington, and shall adopt Bylaws for the Association. A Board of Directors shall manage the affairs of the Association in accordance with the provisions of this Declaration, and the Articles of Incorporation and Bylaws of the Association.

8.2 Successor Association. In the event the Association is at any time dissolved, whether inadvertently or deliberately, an unincorporated Association of the same name shall automatically succeed it. All of the property, powers and obligations of the incorporated Association existing immediately prior to its dissolution shall thereupon automatically vest in the successor-unincorporated Association. Such vesting shall thereafter be confirmed as evidenced by appropriate conveyances and assignments made by or on behalf of the incorporated Association in any manner permitted by law. To the greatest extent possible, the Articles of Incorporation and Bylaws (as the same may be amended from time to time) shall govern any successor-unincorporated association as if they had been drafted to constitute the governing documents of the unincorporated Association.

8.3 Powers, Duties and Obligations of the Association Generally. The Association shall be responsible, and have the powers and duties necessary for management and administration of the affairs of the Association generally, including, without limitation, all affairs, matters, issues affecting the Property as a whole and all matters relating to the Common property.

8.4 General Powers, Duties and Obligations. Without limiting the generality of the provisions of Subsection 8.3 immediately above, the Association shall have, exercise, and perform all of the following powers, duties, and obligations;

(a) Declaration and Bylaws. The powers, duties and obligations granted to the Association by this Declaration and the Bylaws of the Association.

(b) State Law. The powers and obligations of a non-profit corporation pursuant to the general non-profit corporation laws of Washington State and the powers and obligations of a homeowner's association under RCW Chapter 54.38 as now in force and hereafter amended.

(c) Reasonable and Necessary. Any and all additional or different powers, duties and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to this Declaration or otherwise promoting the general welfare and interests of the Owners.

8.5 Specific Powers and Duties. In addition to the powers and responsibilities otherwise and elsewhere described or provided for by the terms and provisions of this Declaration, the powers and duties of the Association shall include, without limitation, the following;

(a) Maintenance. The Association shall provide or contract for, maintenance, upkeep, preservation and protection of all Common Property and Common Areas now or hereafter subject of this Declaration in accordance with the terms and provisions hereof and all lawfully enacted laws, regulations, and ordinances of the State of Washington, the County and City applicable to the Property.

(b) Insurance. The Association shall acquire and at all times maintain in force all policies and contracts of insurance as provided in this Declaration and/or Bylaws of the Association.

(c) Rules and Regulations. The Association shall make, establish, promulgate, amend and repeal all any and rules and regulations required or desirable for purposes of implementing or furthering purposes of the terms and provisions of this Declaration.

(d) Budgets and Assessments. The Association shall adopt budgets and impose and collect assessments as provided for by the provisions of this Declaration as the same may be hereafter amended or modified in accordance with its terms provided, however, that the Association's authority and obligations for the adoption of budgets and the imposition and collection of assessments shall be exercised in accordance with Washington Law.

8.6 Association Membership. Upon and following recording of this Declaration, all persons and parties within the definition of an Owner set forth as Subsection 1.20 above, shall, during the entire period of such Owner's ownership of any Lot(s), be a member of the Association. Every Owner of one or more Lots within a Division shall, during the entire period of such Ownership of one or more Lots, within a Division, are a member of that Division. Such membership shall commence, exist and continue simply by virtue of such ownership; shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership. When more than one person or

entity holds an interest as Owner in any Lot, all such persons shall be members of the Association and of the Division in which such Lot is included.

8.7 Transfer of Membership. Membership in the Association and any Division(s) shall be incidental to Ownership of any Lot. Any assignment, transfer, pledge, hypothecation, conveyance or alienation made or attempted in any way except by way of transfer of beneficial title to said Lot shall be utterly null and void. Transfer of title to a Lot shall operate automatically to transfer the membership in the Association and Division incident to ownership thereof to the transferee.

8.8 Voting

(a) Classes of Voting Membership. Until Turnover, the Association shall have two (2) classes of membership for purposes of voting only. They are:

Class A: "Class A" members mean all Owners with the exception of the Declarant. Class A members shall be entitled to voting rights for each Lot as follows: When and if more than one person or party is an Owner of any Lot, the voting rights of such Owners shall be exercised as they among themselves shall determine or resolve; in no event shall the common Owners of any Lot be entitled to more votes than those which might be cast by a sole owner of such Lot. In the event of disagreement or conflict between common Owners of any Lot as to the manner of voting, the vote of such Owners shall be disregarded for all purposes under this Declaration until such time as the Association shall receive written notice from all such Owners appointing one of their number, or a single proxy, the right and authority to exercise all voting rights of such Owners.

Class B: "Class B" refers to Declarant as an Owner and member of the Association and to its successor(s) in interest as the Declarant. Declarant or its said successor(s) in interest as the Declarant, hereunder shall have three (3) votes for each Lot owned until; (i) seventy-five percent (75%) of all Lots now, or hereafter, created within the Property or out of any additional real property annexed to the Property by Declarant or by the Association in accordance with the terms and provisions respecting annexation of additional property elsewhere contained in this Declaration, shall have been conveyed to an Owner or Owners other than an Owner or Owners constructing new, previously unoccupied, Living Units and related Improvements on such Lots for resale or rental purposes, or (ii) such time as Declarant or its said successor(s) shall elect, by written notice delivered to the Association, to terminate its status as the Class B member, or (iii) on December 31, 2014 whichever first occurs.

(b) Termination of Classes of Membership. After Turnover, there shall be but one class of membership for voting purposes which shall be comprised of all Owners; there will be not Class A or Class B membership.

8.9 Voting Rights

(a) Voting. Subject to the provisions of Subsections 3.3(a) and 8.8(a) of this Declaration, each Lot shall be allocated one (1) vote in the affairs of the Association. If an Owner owns more than one Lot, the Owner shall have one vote for each Lot owned. Following Turnover, Declarant shall be entitled to vote as the Owner of any Lot(s) then or thereafter owned by Declarant, and the Association shall be entitled to vote as the Owner of Lots(s) then or thereafter owned by the Association. The Association shall not be entitled to vote as the