



MARKUP #1 ->

MARKUP #1 · CONFLICTS WITH MANDATORY STATE STATUTE

BOARD & COUNSEL REVIEW

(b) Any purchaser of a lot located within the properties described in Exhibit "B" hereto attached.

(c) Any purchaser of a lot in any subsequent division of Sunland which, by the terms of any Supplemental Declaration, Conditions, Covenants, or Restrictions duly filed with the Clallam County Auditor, is made subject to these Declarations of Covenants, Conditions, and Restrictions of Record.

(d) Membership in the Association is inseparably appurtenant to ownership of any lot or lots described in Exhibits "A" or "B", or brought within the terms and conditions of these Declarations by reason of the filing of a Supplemental Declaration subjecting such additional properties to the same.

ARTICLE II

Property Rights

Section 1. Owner's Easements of Enjoyment. Every owner shall have the right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area.

(b) The right of the Association to suspend the voting rights and the right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid and for a period, not to exceed 60 days, for any infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of the common area, of the utilities, or of the responsibility for the furnishing of public services to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

Section 2. Conformance to Plat. All structures erected on any lot or lots within said platted subdivision shall strictly conform to the final plat as recorded in the office of the Auditor of Clallam County, Washington, insofar as type of structure and intended use be concerned. Areas within said recorded plat have been laid out for specific use. No non-conforming use shall be permitted within any such area without prior approval of the Declarant or its successor assigns.

Section 3. Uniform General Requirements. The following uniform general requirements shall apply throughout all parts of the platted subdivision except where necessary modification by implication or to conform with the intent of the platted subdivision and/or the Developer-Declarant:

(a) Easements; Easements and rights-of-way are hereby expressly reserved for the creation, construction and maintenance of utilities, such as gas, water, telephone, electricity, sewers, storm drains, public,

Sec. 1. (p. 3): Voting rights suspension clause lacks Washington statutory notice, hearing due process, or delinquency safeguards (RCW 64.38.020(11) & RCW 64.90.405(2)(k)).

Statutory / Legal Reference: RCW 64.38.020(11) & RCW 64.90.405(2)(k); RCW Ch. 64.90 (WUCIOA), RCW Ch. 64.38 (HOA Act) & WAC 308-124C (WA DOL Association Management Rules); RCW Ch. 24.03A (Washington Nonprofit Corporation Act)

Statutory Comparison: Under Washington community association and nonprofit corporation statutes (RCW 64.38.020(11) & RCW 64.90.405(2)(k); RCW Ch. 24.03A (Washington Nonprofit Corporation Act)), member voting rights are a fundamental corporate governance right and may not be summarily suspended without strict compliance with statutory delinquency thresholds, prior written notice, and an opportunity to be heard.

CURRENT WORDING IN DOCUMENT:

(b) The right of the Association to suspend the voting rights and the right to use of the recreational facilities by an owner for lot remains unpaid any period during which any assessment against his and for a period, not to exceed 60 days, for any infraction of its published rules and regulations.

SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):

Provided that any suspension of voting or membership privileges (to the extent permitted by Washington law) shall require prior written notice to the Owner, a reasonable opportunity to be heard, and strict compliance with RCW 64.38.020(11) & RCW 64.90.405(2)(k) and RCW Ch. 24.03A (Washington Nonprofit Corporation Act).