

**Westridge Place Homeowners Association – Special Meeting of the Homeowners  
June 14, 2007**

*For the consideration and approval by the membership of the Westridge Place Homeowners Association, these are the proposed amendments to the 9/29/1998 Codes, Covenants and Restrictions of Westridge Place Homeowners Association:*

**Amendment 1: Amend Article 1, Section 4 to read:**

“Common Area” shall mean all property owned by the Association for the common use and enjoyment of the owners. The common area is to be transferred free and clear to and be owned by the Association and is described as follows:

Walking trails, gazebo, entryway areas, stormwater retention ponds and landscaping thereof, and entry wall.

**Add the phrase:** *Such transfers shall be inspected for suitability, condition and safety, and accepted by the Board prior to transfer from the Developer. The Officers of the Board will be authorized by the Board to accept such transfers on behalf of the Association.*

**Amendment 2: Remove in its entirety, Article V, Section 1, Paragraph B. Declarant and Schuler Home’s Exemption.**

Declarant retains the right to approve plans and specifications on all remaining vacant lots owned by the Declarant or an Assignee of the Declarant, it being the intent thereof that the A.C.C. have no jurisdiction over vacant Residential Lot’s owned by the Declarant or Declarant’s Assignee, including those Residential Lots owned by Schuler Homes of Washington, Inc., provided, however, that both Declarant or Declarant’s Assignee, and Schuler Homes of Washington Inc., shall be bound by all other terms and conditions of this Declaration, including building and materials restrictions, and landscaping requirements. These rights shall remain in effect beyond the time set forth in Article III, Section 2.

**Amendment 3: Remove in its entirety, Article V, Section 9. Easements For Sales Activities.**

Declarant and its agents, successors, mortgagees and assigns, and Schuler Homes of Washington, Inc. shall have the right to conduct extensive sales activities on and at the project relating to the sale of any residence and/or lot including the use of any residence or lot owned by Declarant or its successors in interest, for model home displays, sales and management offices, parking and extensive sales displays and activities and the posting and maintenance of signs and other advertisements relating to such sales activities, provided Declarant or successors shall pay and be liable for expenses, if any, attributable to the maintenance of such lots used for the foregoing purpose. The rights reserved in this Section, shall continue until December 31, 2010 (which date may be extended to the extent that Declarant shall experience delays in development of any additional phase or increment of the project, for reasons beyond Declarant’s reasonable control but in no event beyond December 31, 2015).

**Amendment 4: Amend Article V, Section 5, last paragraph, second sentence Approval of Plans by Architectural Control Committees to delete the words “or Declarant” and to read as follows:**

“Upon written request from the Board or the A.C.C. ~~or Declarant~~, owners shall, at their own cost and expense, remove such nonconforming construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the non conforming constructions, alterations, or other work....”