

AFTER RECORDING RETURN TO:

Wolfe Law Offices
216 Sixth Street
Bremerton, WA 98337

WOLFE LAW OFFICE 200712050062
Amended Declaration Rec Fee: \$ 87.00
12/05/2007 01:18 PM
Karen Flynn, Kitsap Co Auditor
Page: 1 of 8

SECOND AMENDMENT TO DECLARATION

Reference Numbers of Related Documents:

9411170020, 3148902

Grantor: Summerwind Homeowners' Association

Grantee: N/A

Tax Parcel ID Number:

5408-000-034-0007 — See additional numbers on page 2

Legal Description:

LOTS 1-65, INCLUSIVE, SUMMERWIND DIVISION 1, ACCORDING TO PLAT RECORDED IN VOLUME 28 OF PLATS, PAGES 83-92, INCLUSIVE, RECORDS OF KITSAP COUNTY, WASHINGTON.

LOTS 1-30, INCLUSIVE, SUMMERWIND DIVISION TWO, ACCORDING TO PLAT RECORDED IN VOLUME 29 OF PLATS, PAGES 77-79, INCLUSIVE, RECORDS OF KITSAP COUNTY, WASHINGTON.

LOTS 1-25, INCLUSIVE, SUMMERWIND DIVISION 3, ACCORDING TO PLAT RECORDED IN VOLUME 28 OF PLATS, PAGES 234-236, INCLUSIVE, RECORDS OF KITSAP COUNTY, WASHINGTON.

LOTS 1-34, INCLUSIVE, AMENDED PLAT OF SUMMERWIND DIVISION IV, ACCORDING TO PLATS RECORDED IN VOLUME 30 OF PLATS, PAGES 91-95, INCLUSIVE, RECORDS OF KITSAP COUNTY, WASHINGTON.

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Additional Assessor's Tax Parcel Nos.:

5280-000-001-0009; 5280-000-002-0008; 5280-000-003-0007; 5280-000-004-0006;
5280-000-007-0003; 5280-000-008-0002; 5280-000-009-0001; 5280-000-010-0008;
5280-000-011-0007; 5280-000-012-0006; 5280-000-013-0005; 5280-000-014-0004;
5280-000-015-0003; 5280-000-016-0002; 5280-000-017-0001; 5280-000-018-0000;
5280-000-019-0009; 5280-000-020-0006; 5280-000-021-0005; 5280-000-022-0004;
5280-000-023-0003; 5280-000-024-0002; 5280-000-025-0001; 5280-000-026-0000;
5280-000-027-0009; 5280-000-028-0008; 5280-000-029-0007; 5280-000-030-0004;
5280-000-031-0003; 5280-000-032-0002; 5280-000-033-0001; 5280-000-034-0000;
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5326-000-014-0000; 5326-000-015-0207; 5326-000-016-0107; 5326-000-016-0206;
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5408-000-032-0009; 5408-000-033-0008

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SUMMERWIND ASSOCIATION

SECOND AMENDMENT TO DECLARATION

THIS AMENDMENT PERTAINS TO
AND MODIFIES THE DECLARATION
OF SUMMERWIND ASSOCIATION,
FILED FOR RECORD IN 1994 UNDER
AUDITOR'S FILE NO. 9411170020

Adopted this 16th day of November, 2007.

1. Purpose of Amendment

The purpose of this Amendment is to provide the Summerwind Association with lease limitations and restrictions to Homeowner Units. The Amendment set forth herein does not invalidate or supersede existing, inconsistent provisions of the original Declaration. An express purpose of this Amendment is to authorize the Board of the Summerwind Association to limit the amount of Homeowner Units leased within the Summerwind Association.

2. Paragraph 5.9.1 of the Declaration is hereby amended and shall read as follows:

5.9.1 With respect to the leasing, renting, or creation of any kind of tenancy of a Lot and improvements thereon by its Owners, such Owners shall be prohibited from leasing or renting less than the entire Lot, Homeowner Unit, or improvements thereon, or leasing or renting (with the exception of the Mortgagee in possession of a Lot, Homeowner Unit, or improvement thereon following a default in a first Mortgage, a foreclosure proceeding or any deed of trust sale or other arrangement in lieu of a foreclosure) for a term of less than twelve (12) months and no more than twenty-four (24)

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months; and all lease or rental agreements shall be in writing and be subject to the Declaration and Bylaws (with a default of the tenant in complying with the Declaration and Bylaws constituting a default under the lease or rental agreement).

3. <Insert after Paragraph 5.9.2>

Paragraph 5.9.3 Maximum Number of Rental Units/Procedures. No more than fifteen percent (15%) of Homeowner Units shall be leased or rented at any one time.

(1) To ensure that this limitation is not exceeded, any Owner who intends to lease his/her Homeowner Unit shall first send a written request to the Board at the following address:

Summerwind Association, Inc.
c/o Reid Property Management
P.O. Box 3823
Silverdale, WA 98383

(2) Upon receipt of a written request to lease, the Board shall notify the Owner within thirty (30) days if the Owner's request to lease has been accepted or denied.

(3) No Owner shall lease his/her Homeowner Unit until he or she receives written approval to do so from the Board. Upon approval, the Owner must supply the Board with a copy of the lease agreement at the above referenced address prior to the tenant occupying the Homeowner Unit.

(4) No Homeowner Unit may be leased without a written lease agreement acceptable to the Board in form and content, including, but not limited to, the inclusion of a clause whereby all tenants and occupants agree to be bound by the Association's governing documents, and the Rules and Regulations promulgated thereto, all of which the Association shall provide to the tenants and occupants for such reasonable fee as the Association may from time to time determine.

(5) Any Owner who rents or attempts to rent their Homeowner Unit without the written approval of the Board shall be responsible for all attorney's fees and costs to enforce this Section.

Paragraph 5.9.4 Out of State Ownership. Any owner residing out of state must employ the use of a Washington State licensed property management firm. The property management firm shall notify the Board of any changes in the tenants and provide contact information for any tenants in the Homeowner Unit. The Board may institute penalty for non-use of a licensed Washington State property management firm and not providing information on tenants in a timely manner.

Paragraph 5.9.5 Subletting. Subletting by tenants and/or occupants of a Homeowner Unit is not permitted.

Paragraph 5.9.6 Waiting List. If the maximum number of permitted Homeowner Units are leased or rented, then the Board shall establish and maintain a waiting list for Owners of Units that are not leased or rented who wish to begin leasing or renting their Units. At such time as the number of leased or rented Units drops below the maximum number of permitted leased or rented Units, the first Unit Owner on the waiting list shall be permitted to begin leasing or renting his or her Unit, the second Unit Owner on the waiting list shall move to the first position, and so forth. Following termination of a lease or rental agreement, a Unit Owner of a leased or rented Unit must execute a new lease or rental agreement for said Unit and the term of said new lease or rental agreement must commence within sixty (60) days of termination of the prior lease or rental agreement, or the Owner of said Unit will automatically lose his or her priority as a rental, and the Unit Owner must place his or her name on the bottom of the waiting list. The Board may adopt other such rules and regulations it deems necessary to administer the waiting list and other restrictions on leasing and rental of Units as set forth in this Section.

Paragraph 5.9.7 Effect of Sale or Transfer. Upon sale or transfer of any interest in any Homeowner Unit to a new Owner, except for transfers in foreclosure, a deed in lieu of foreclosure, and transfers for security purposes only, the new Owner of such Units shall not have any priority as a permitted rental and shall be subject to the limitations on the number of leased or rented Homeowner Units set forth herein. If the new Owner desires to lease or rent the Unit, said Owner shall place his or her name on the waiting list.

Paragraph 5.9.8 Attorney-in-fact. No Homeowner Unit may be leased unless pursuant to a written agreement acceptable to the Board in form and content, including, but not limited to, the inclusion of a clause whereby it shall be deemed during the period of such occupancy that the Member has irrevocably appointed and constituted the Association as the Owner's attorney-in-fact to seek, at the Owner's expense, the unlawful detainer (eviction), equitable relief and/or damages of and/or from such tenants and/or occupants upon any breach of said agreement or a violation of the Board's governing documents and/or Rules and Regulations promulgated pursuant thereto, provided that the Association first gives the Owner written notice of said violation and a reasonable period to affect the cure, which shall be no more than fifteen (15) days from the date of the written notice.

Paragraph 5.9.9 No Landlord-Tenant Relationship Exists. Other than the powers granted to the Association, under Paragraph 5.9.8, in no event shall it be determined that a landlord-tenant relationship exists between the Association and a tenant of a Homeowner Unit.



Paragraph 5.9.10 Exceptions.

(1) Grandfathered Units. Homeowner Units leased at the time this instrument is recorded shall be defined as "Grandfathered Homeowners Units." Such Grandfathered Homeowners Units shall be exempt from the lease restrictions set forth in Section 5.9.3. If a Grandfathered Homeowners Unit is sold after the recording of this instrument, then the Homeowners Unit shall no longer be defined as a Grandfathered Homeowners Unit and Section 5.9.3 shall apply

(2) Emergencies/Hardships. Notwithstanding the restrictions on the number of leased or rented Units set forth in Section 5.9.3, upon written application by an Owner and written approval of the Board, the Association may permit one or more Homeowner Units to be leased or rented or rented in certain temporary, emergency circumstances, including but not limited to job relocation, disability, difficulty buying or selling another residence, and other circumstances deemed appropriate by the Board on a case-by-case basis. Such approval shall be granted for a maximum of twelve (12) consecutive months. No lease or rental agreement for a Homeowner Unit granted such approval shall be for a term that extends beyond the emergency period approved by the Board. If the Owner of such Homeowner Unit desires to continue to lease or rent the Unit after the end of such emergency period, the Owner shall place his or her name on the waiting list.

(3) Immediate Family Members. Homeowner Units that are occupied by an immediate family member of the Owner shall not be considered rental units and Section 5.9.3 shall not apply. Immediate family members include father, mother, sister, brother, son, and/or daughter. Any additional family members are excluded, but may be approved on a case-by-case basis upon written application by an Owner and written approval of the Board.



Dated this 16 day of November, 2007.

By: L.A. Peterschmidt
President of Summerwind Association

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this 16 day of November, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared L.A. Peterschmidt, to me known to be the President of the Summerwind Association that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute this instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Joyce A. Miller
Print Name: Joyce A. Miller
NOTARY PUBLIC in and for the State of
Washington, residing at Belfair
My Commission Expires: 3-10-2010

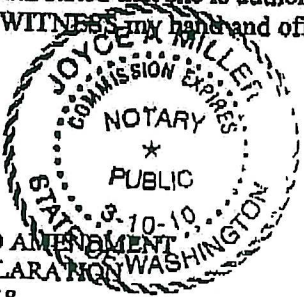
Dated this 16 day of November, 2007.

By: Michelle G. Osbel
Vice President of Summerwind Association

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this 16 day of November, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Michelle Osbel, to me known to be the Vice President of the Summerwind Association that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute this instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Joyce A. Miller
Print Name: Joyce A. Miller
NOTARY PUBLIC in and for the State of
Washington, residing at Belfair
My Commission Expires: 3-10-2010

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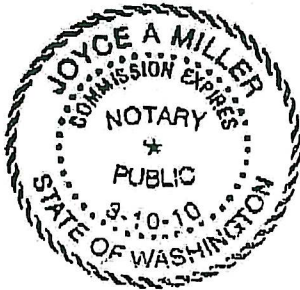
Dated this 26 day of November, 2007.

By: Betti L. Sheldon
Secretary of Summerwind Association

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this 26 day of November, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Betti L. Sheldon, to me known to be the Secretary of the Summerwind Association that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute this instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Joyce A. Miller
Print Name: Joyce A. Miller
NOTARY PUBLIC in and for the State of
Washington, residing at Belfair
My Commission Expires: 3-10-2010