

**DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS**

CIMARRON DIVISION I

THIS INDENTURE AND DECLARATION running with the land, made this 14th day of December, 1983, by the QUADRANT CORPORATION, a Washington corporation (“Declarant”),

WITNESSETH:

WHEREAS, Declarant is the owner in fee of certain real property (the “Real Property”) described as Cimarron Division 1, consisting of Lots 1 through 105 (the “Lots”), as recorded in Volume 125 of Plats pages 66 through 67, inclusive, records of King County, Washington; and under King County Filing number 8312140380 and hereby Covenants, agrees and declares that all of said properties and Housing Units constructed thereon are and will be held, sold, and conveyed subject to the following covenants, enhancing and protecting the value, desirability, and attractiveness of said properties for the benefits of said properties and the benefits of all of said properties and the owners thereof and their heirs, successors, and assigns. These covenants, conditions, restrictions, easements, and reservations shall run with the said properties and shall be binding on all parties having or acquiring any right, title or interest in the properties or any part thereof, and shall inure to the benefit of each owner thereof. Acceptance of an interest in a lot shall be deemed in acceptance of the terms and provisions of this declaration.

The developer is also the owner or may become the owner of certain real property which is adjacent to Cimarron Division 1. Said adjacent real property, or a portion thereof, may be subjected to the terms and provisions of this Declaration of Protective Covenants, Conditions, and Restrictions at the option of the developer as hereinafter provided.

NOW THEREFORE, Declarant hereby declares as follows:

ARTICLE ONE

Definitions

For the purposes of the Declaration and the Articles and Bylaws of the Association certain words and phrases have particular meanings which are as follows

1. “Association” shall mean the Cimarron Homeowners Association, a Washington nonprofit corporation, its successors and assigns.

2. "Common Areas" shall mean those portions of the "Properties owned or to be owned by the Association for the common use and enjoyment of Association Members.
3. "Declaration" shall mean this Declaration of Protective Covenants, Conditions, and Restrictions.
4. "Developer" shall mean the Quadrant Corporation, or a person or entity to which they assign their rights as Developer.
5. "Housing Unit" shall mean the buildings occupying a Lot.
6. "Lot" shall initially mean those Lots shown on the Plat of Division 1. At such time as additional adjacent real property may be subjected to the Declaration, "Lot" shall include those lots shown on and included in the plat of said additional property.
7. "Member" shall mean every person or entity that holds membership in the Association.
8. "Owner" shall mean the record owner of a Lot, whether one or more persons or entities, but excluding those having interest merely as security. A real estate contract purchaser shall be deemed the owner.
9. "Properties" shall initially mean Real Property. If additional adjacent real property is subjected to the Declaration, "Properties" shall mean the real property as described in the plats of both Division 1 and the plat or plats of said additional adjacent real property.

ARTICLE TWO

Phase Development

Section One: Initially only Division 1 shall be subjected to the terms and provisions of the Declaration. Additional adjacent real property may, from time to time, at the option of the Developer, be subjected to the Declaration; provided; however, the total of adjacent real property subjected to the Declaration shall not contain more than 250 Lots. The Developer hereby reserves for itself, its successors or assigns, the right to the subject said of additional adjacent real property, after it is subjected to the Declaration, all of the rights and benefits to which Members of the Association are entitled. The Developer hereby reserves for itself, its successors or assigns, the right to develop said additional adjacent real property without subjecting it to the terms or provisions of the Declaration.

Section Two: Until said additional adjacent real property shall be subjected to the Declaration, said property shall not be subject to the terms and provisions of this Declaration. This Declaration shall not give the Association or any Lot Owners any rights in said adjacent real property until it is subjected to the declaration. At such time as said adjacent real property shall be subjected to

the terms and provisions of this Declaration, said adjacent real property shall become part of the Properties and Lot Owners shall automatically become Members of the Association and shall be entitled to all of the rights and benefits and subject to all of the obligations of Members of the Association.

ARTICLE THREE

Management of Common Areas and Enforcement of Protective Covenants, Conditions, and Restrictions

Upon the recording with the King County Recorder of Developers deed conveying the Common Areas to it, the Association shall have the sole authority and obligation to manage and administer the Common Areas and to enforce these Covenants, Association's Articles, Bylaws, rules, and regulations, as initially adopted, or as the same may hereafter be amended, and all the authority granted to the Association by this Declaration, either directly or by necessary implication.

ARTICLE FOUR

Transfer of Common Areas to Association

The Developer hereby agrees that it will construct on the Common Areas a picnic shelter and landscaping and will, upon completion of such development, convey such Common Areas to the Association free and clear of any monetary encumbrance, but subject to utility and flood pain easement and provisions of these Covenants, Conditions, and Restrictions.

ARTICLE FIVE

Membership

Every person or entity who is an Owner of any Lot shall become a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. All members shall have rights and duties as specified in this Declaration, and in the Articles and Bylaws of the Association.

ARTICLE SIX

Voting Rights

Members shall be entitled to one for each Lot owned. When more than one person or entity owns an interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine, in no event shall more than one vote be cast with the respect of any Lot. The voting rights of any Member may be suspended as provided in the Declaration, or the Articles of Bylaws of the Association.

ARTICLE SEVEN

Property Rights in Common Areas

Every Member shall have a right, easement of enjoyment in and to, and an easement for ingress over and upon the Common Areas owned by the Association, which rights and easements shall be appurtenant to and shall pass with the title to every Lot, subject to the following restrictions:

- a) The right of the Association to limit the number of guests of Members, and to adopt rules and regulations;
- b) The right of the Association to exclusive use and management of said Common Areas for utilities such as pumps, pipes, wires, conduits, and other utility equipment, supplies and material;
- c) The rights reserved to the Developer in the Declaration;
- d) The other restrictions, limitations and reservations contained or provided for in the Declaration and the Articles and Bylaws of the Association

ARTICLE EIGHT

Maintenance and Common Expenses

Section One: The Association shall maintain the Common Areas Owned by it.

Section Two: Each Lot Owner hereby covenants and agrees to maintain his perspective Lot and the Housing Unit located thereon in the same condition as a reasonably prudent homeowner would maintain his own home so that the entire properties will reflect a high pride of ownership. If any Lot Owner shall fail to maintain his Lot or the Housing Unit located thereon in the same condition as a reasonably prudent homeowner, the Association shall have the right to notify said Lot Owner in writing of the maintenance required. If said maintenance shall not be performed within thirty (30) days of the date said notice is delivered to the non-performing Lot Owner, the Association shall have the right to provide such maintenance, and to levy an assessment against the non-performing Lot Owner and his Lot for the cost of providing said maintenance. Said assessment shall constitute a lien against the Lot owned by the non-performing Lot Owner and may be collected in the same manner as any other monthly or special assessment and, if not paid within thirty (30) days after the assessment is levied, the Association shall have all remedies for collection as provided in Article Ten of the Declaration.

Section Three: Certain expenses shall be paid by the Association for the benefit of all Lot Owners and shall be referred to as Common Expenses. The Common Expenses shall be paid by the Association from the funds collected from assessments paid by Lot Owners hereinafter provided. The Common Expenses shall include, but shall not be limited to, the following:

- a) The Expense of maintaining Common Areas;
- b) The real property taxes upon the Common Areas;
- c) The cost of maintaining all required insurance coverage on the Common Areas
- d) The cost of any repairs or replacement of Common Areas;
- e) Utility charges attributable to the Common Areas owned by the Association;
- f) The cost of operating the recreational facilities;
- g) The cost of maintain entrance improvements, including, but not limited to, signs, lights, fences, walls, painting, and landscaping;

- h) The cost of maintaining the landscaped islands in the cul-de-sacs; and
- i) Any other expense which shall be designated as a Common Expense in the Declaration or from time to time by the Association.

Section Four: Water service and street lighting service shall be furnished by Water District 82, or its successors and assigns, to all lots covered by this Declaration. All such lots shall benefit from street lighting service, directly or indirectly, and each Lot Owner shall be required to pay street lighting monthly service charges. Unpaid charges for street lighting and for water service shall be lien upon any lot or lots for which such charges remain unpaid for a period of fifteen (15) days from the date billed, provided notice of intent to file a lien shall be given to the Lot Owner at least ten (10) days prior to the filing of such a lien with the King County Records and Elections Office.

ARTICLE TEN

Assessments

Section One: Each Lot shall be subject to monthly assessments or charges and certain special assessments in an amount to be determined by the Association. Monthly assessments shall commence on the first day of the month following the date upon which the deed conveying the Common Areas to the Association is recorded, and shall thereafter be due and payable on the first day of each succeeding calendar month.

Section Two: The Board of Directors of the Association shall determine the amount of monthly assessment necessary to pay Common Expenses. The amount of monthly assessment may be increased or decreased periodically as may be necessary from time to time to provide properly for payment of Common Expenses. The amount of such monthly assessments shall be equal for all Lots subject to said monthly and special assessments; except that the monthly assessment for Lots owned by developer which do not have completed residence thereon shall not exceed Five Dollars (5\$) a month.

Section Three: The Association shall, upon written demand, furnish a certificate in writing setting forth whether the assessment of a specified Lot has been paid. A reasonable charge may be made for the issuance of the certificate.

Section Four: In addition to the monthly assessments authorized above, the Association, by, and through its Board of Directors, may levy, in any year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of facilities in the Common Areas, including the necessary fixtures and personal property related thereto; provided, however, Lots owned by the Developer which do not have a completed residence shall not be subject to special assessments and the Developer shall not be obligated to pay any special assessments.

Section Five: At such time as additional Lots are subject to assessments by virtue of having been subject to these Covenants, Conditions and Restrictions, the monthly assessment for all Lots subject to assessment shall be reduced so as to reflect a proportional reduction based on the increased total Lots obliged to contribute to the Association budget.

ARTICLE TEN

Collection of Assessments, enforcement of Declaration,

Attorney's Fees and Costs

Section One: All assessments, together with interest thereon and cost of collection thereof, as herein provided, shall be a charge on the land and will be a continuing lien upon the Lot against which each such assessment is made. Said lien shall have all the incidents of a mortgage on real property. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due.

Section Two: If any assessment is not paid within thirty (30) days after its due date, the assessment shall bear interest from said date at the rate of twelve (12%) per cent per annum. Each Member hereby expressly vests in the Association, or its agents, the right and power to bring all actions against each Member personally for the collection of such assessments as debt and to enforce lien rights of the Association by all methods for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in like manner as a mortgage of real property, and such members hereby expressly grants to the Association the power of sale in connection with such liens. The liens provided for in this section shall be in favor of the Association, and shall be for the benefit of the Association. The Association shall have the power to bid in an interest foreclosure at foreclosure sale and acquire and hold, lease, mortgage and convey the same. In even the Association employs an attorney to enforce said liens, or the collection of any amounts due, or to enforce the compliance with or specific performance of the Articles or Bylaws of the Association, rules or regulations adopted by the Association, or the Provisions of the Declaration, the prevailing party in said action shall be entitled to the award of reasonable attorney's fees and costs incurred.

Section Three: In the event any member shall be in arrears in the payment of the assessments due or shall be in default of the performance of any of the terms of the Articles and Bylaws of the Association, the rules or regulations adopted by the association, or the Declaration for a period of thirty (30) days, said Members right to vote shall remain suspended until all payments are brought current and all defaults remedied. In addition, the Association shall have such other remedies against delinquent Members as provided in the Articles, Bylaws, or Declaration.

ARTICLE ELEVEN

Building, Use, and Architectural Restrictions

Section One: The developer hereby reserves for itself, its successors and assigns, the right to exercise and all powers and controls herein given to the Board of Directors and its authorized representative in this Article of Declaration. Said reserved right shall automatically terminate when the Developer no longer owns any Lot, or at such earlier time as said reserved right is relinquished to the

Board of Directors of the Association. Each Lot shall be subject to this reserved right and the Developer and each Owner shall take subject thereto.

Section Two: Except as to construction, alteration, or improvements performed by the Developer, no construction activity of any type may begin on a Lot and no building, structure, or other improvement shall be erected, placed, or altered on any Lot until the building plans, specifications and plot plan showing the nature, kind, shape, height, materials, exterior color, and location of such building, structure, other any other improvement have been submitted and approved in writing by the Board of Directors of the Association or its authorized representative. For those lots abutting open ditched, concrete culverts shall be installed; from the edge of paved right-of-way to property line, the drive shall be constructed to King County standards. Further, no fences, hedges, or walls shall be erected or altered and no exterior changes shall be made to any building including, but not limited to, exterior color changes, additions or alterations until written approval shall have been obtained.

If the Board of Directors, or its authorized representative, shall fail to notify the Owner of its action for a period of thirty (30) days following the date of the submission of the required items to the Board of Directors, or its authorized representative, the Owner may proceed with the proposed work notwithstanding the lack of written approval by the Board of Directors or its authorized representative.

Section Three No trailer, recreational vehicle, basement, tent, shack, garage, barn, or other outbuilding or building or any structure of temporary character erected or placed on the properties shall at any time be used as living quarters except as hereinafter specifically authorized.

Section Four: No Noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Lot Owners.

Section Five: No animal, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except cats, dogs, birds, or fish may be kept if they are not kept, bred or maintained for any commercial purpose, and they shall not be kept in numbers or under conditions reasonably objectionable in a closely built-up residential community. Animals shall not be allowed to roam loose outside the limits of any Lot on which they are kept.

Section Six: No sign of any kind shall be displayed to public view on any lot except upon written approval of the Board of Directors, its authorized representative, or the developer as herein provided

Section Seven: The exterior of any building, structure, or other improvement shall be completed within nine (9) months from the commencement of construction so as to present a finished appearance when viewed from any angle, and all construction materials and debris shall be removed and final grading shall be completed with said nine-month period. Landscaping shall be substantially completed within six (6) months of the date of first occupancy

Section Eight: No unsightly conditions shall be permitted to exist on any Lot. Unsightly conditions shall include, without limitation, laundry hanging or exposed to view for drying, litter, trash, junk or other debris, inappropriate, broken, or damaged furniture or plants; nondecorative gear, equipment, cans, bottles, ladders, trash barrels and other such items; and no awnings, air condition units or other projections shall be placed on the exterior walls of any Housing Unit unless prior written approval shall have been obtained as provided by the Declaration.

Section Nine: No radio or television antenna or transmitting tower shall be erected which exceeds five (5) feet in height above the roof ridge line of a Housing Unit, no separate towers, therefore, shall be permitted except upon written approval by the Board of Directors or its authorized representative as hereinabove provided.

Section Ten: Except as hereinafter expressly provided, the Common Areas and/or streets located on the Properties shall not be used for the overnight parking of any vehicle other than private family automobiles; and no boat, boat trailer, house trailer, camper, truck or other recreational vehicle or similar object, or any part thereof, shall be stored or permitted to remain on any Lot, or the Common Areas, or on any part of the Properties, unless the same is stored or placed in a garage.

Notwithstanding the foregoing, Lot Owners who have guests visiting them intending to stay in a camper, trailer, or other form of recreational vehicle, may secure written permission from the Board of Directors or its authorized representative, for said guests to park said vehicle upon the Lot owned by said Lot Owner or the public street adjacent to said Lot for a period of up to two weeks, said privilege shall only exist, however, after the written permission has been obtained from the Board of Directors or its authorized representative.

The Board of Directors or its authorized representative shall give written notice of a violation to the Lot Owner or occupant and said Lot Owner or occupant shall have ten (10) days from the date of the receipt of said written notice to take whatever actions are necessary to remedy said violation. If said Lot Owner shall not comply within said ten-day period, the Board of Directors or its authorized representative is hereby granted the right to remove at the expense of the owner thereof, any boat, trailer, campers, trucks, recreational vehicles, or similar items which are parked or stored in violation of the terms of the provisions hereof. Said Lot Owners hereby grant to the Association an express easement for the purpose of going upon the Lots of said Lot Owners or public streets for the purpose of removing said boats, trailers, campers, trucks, recreational vehicles, or similar items which are parked or stored in violation of the terms of the provisions hereof.

Section Eleven: In addition to other rights reserved to the Developer or its successors or assigns in the Declaration, the Developer hereby reserves for itself, its successors or assigns as in the sole opinion of the Developer are required, convenient or incidental to the sale of the Lots.

ARTICLE TWELVE

Easements

There is no easement of view, light, or air expressed or implied from the terms and provisions of this declaration over, upon, or across any portion of the Properties.

ARTICLE THIRTEEN

Mortgage Protection

Section One: As used in this Article Thirteen, references to mortgage or mortgages shall be deemed to include deeds of trust.

Section Two: Notwithstanding and prevailing over any other provisions of the Declaration, the Association's Articles of Incorporation or Bylaws, or any rules, regulations or management agreements, the following provisions shall apply to and benefit each holder of a mortgage given for the purpose of obtaining funds for the construction or purchase of a Housing Unit on any Lot or the improvement of any Lot.

Section Three: The holder of a mortgage entitled to the protection hereof shall not in any case or manner be personally liable for the payment of any assessment or charge, nor for the observance or performance of any covenant, restriction, regulation, rule, or Association Article of Incorporation or Bylaw, or management agreement, except for those matters which are enforceable by injunctive or other equitable actions, not requiring payments of money, except as hereinafter provided.

Section Four: During the pendency of any proceeding to foreclosure of any proceeding to foreclosure said mortgage, the holder of said mortgage or the receiver, if any, may exercise any or all of the rights and privileges of the Owner of the mortgaged Lot, including but not limited to the right to vote as a Member of the Association to the exclusion of the Owner's exercise of such rights and privileges.

Section Five: At such time as said mortgagee shall become entitled to possession of the Lot, said mortgagee shall be subject to all of the terms and conditions of the Declaration, and the Articles, Bylaws, rules and regulations of the Association, including but not limited to the obligation to pay for all assessments and charges accruing thereafter, in the same manner as any Owner; provided, however, said mortgagee shall acquire the title to the said Lot free and clear of any lien authorized by or arising out of any provisions of the Declaration which secure the payment of any assessment for charges accrued prior to the date said mortgagee became entitled to possession of the Lot.

Section Six: If it is deemed necessary by the Association, any unpaid assessment against a Housing Unit foreclosed against may be treated as a common expense of other Lots. Any such unpaid assessment shall continue to exist as a personal obligation of the defaulting Owner of the respective Lot to the Association.

ARTICLE FOURTEEN

Management Contracts

Each member hereby agrees that the Association may enter into such agreements for the performance of any or all of the functions of the Association with such persons or entities as the shall deem fit and proper in its judgment and discretion; provided, however, any agreement for professional management of the Properties, or any other contract providing for services by the Developer must provide for termination by either party without cause or payment of a termination fee on ninety (90) days, or less, written notice and the maximum contract term shall be three (3) years.

ARTICLE FIFTEEN

Insurance

Section One: The Association shall have authority to and shall obtain insurance for the Common Areas against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement in the event of damage or destruction. It shall also obtain a broad form public liability policy covering the Common Areas with limits of not less than \$200,000/\$500,000. All such insurance coverage shall be written in the name of the Association as trustee for each of the Members of the Association. Costs of insurance shall be a common expense.

Section Two: In the event of the damage or destruction of the Properties covered by insurance written in the name of the Association, the Association shall upon receipt of the insurance, contract to rebuild or repair such damaged or destroyed portions of the Properties to as good a condition as they were when the loss occurred. The Association may contract with any licensed contractor for reconstruction or rebuilding of such destroyed portions of the Properties.

ARTICLE SIXTEEN

Rules and Regulations

The Association and/or its Board of Directors is hereby authorized and empowered to adopt rules and regulations governing the use of the Properties and the personal conduct of the Members and their guests thereon, and to **establish penalties for the infraction thereof**. All Lot Owners shall be given written notice of said rules and regulations and shall said rules and regulations shall be posted in a conspicuous place in the Common Areas.

ARTICLE SEVENTEEN

Remedies and Waiver

Section One: The remedies provided herein for the collection of any assessment or other charge or claim against any Member, for and on behalf of the Association, or Developer, are in addition to, and not in limitation of, any other remedies provided by law.

Section Two: The failure of the Association or the Developer or of any of their duly authorized agents or any of the Owners to insist in any one or more instances upon the strict performance of or the compliance with the Declaration or any of the Articles, Bylaws, or rules or regulations of the Association, or to exercise any right or option contained therein, or to serve any notice or to institute any action or summary proceeding, **shall not be construed as a waiver or relinquishment of such right** for the future, but such right to enforce any of the provisions of the Declaration or of the Articles, Bylaws, or rules or regulations of the Association shall continue and remain in full force and effect. No waiver of any provisions of the Declaration or of the Articles, Bylaws, rules, or regulations of the Association shall be deemed to have been made, either expressly or impliedly, unless such waiver shall be in writing and signed by the Board of Directors of the Association pursuant to authority contained in a resolution of said Board of Directors.

ARTICLE EIGHTEEN

Benefits and Burdens Run with the Land

The covenants, restrictions, reservations and conditions contained herein shall run with the land and shall be binding upon the properties and each portion thereof and all persons owning, purchasing, leasing, subleasing or occupying any Lot on the Properties, and upon their respective heirs, successors, and assigns. After the date on which the Declaration has been recorded, these covenants, restrictions, reservations, and conditions may be enforced by the Association or Developer which shall have the right to enforce the same and expend the Association monies in pursuance thereof, and may also be enforced by the Owner of any Lot.

ARTICLE NINETEEN

General Provisions

Section One: The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section Two: The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections hereof shall not affect the remaining portions of this Declaration or any part thereof, all of which are inserted conditionally on their being held valid in law and in even that one or more of the phrases, sentences, clauses, paragraphs or sections contained herein should be invalid, this Declaration shall be construed as if such invalid phrases, sentences, clauses, paragraphs or sections.

Section Three: These covenants, restrictions, reservations and conditions shall remain in full force and effect for a period of twenty (20) years from the date hereof. Thereafter, they shall be deemed to have been renewed for successive terms of ten (10) years, unless revoked or amended as hereinabove provided.

Section Four: In the event that any provision or provisions of this Declaration violate the rule against perpetuities, such provision or provisions shall be construed as being void and of no effect as of twenty-one (21) years after the death of the last surviving incorporator of the Association, or twenty-one (21) years after the death of the last survivor of all of the said incorporators' children and grandchildren who shall be living at the time this instrument is executed, whichever is later.

Section Five: In the event the Association employs an attorney to enforce any provision of the Declaration, the Articles or Bylaws of the Association, or rules and regulations adopted by the Association, the prevailing party in said action shall be entitled to the award of reasonable attorney's fees and costs incurred in said action.

Section Six: The Declaration may be amended by an instrument executed by the President and Secretary of the Association for and on behalf of the Lot Owners. The Association is hereby authorized to record or to cause to be recorded said instrument. The Association shall only be authorized to execute and record said amendment on behalf of Lot Owners after said amendment shall be approved by a vote of the Lot Owners having seventy-five (75%) per cent of the total votes. Votes shall be cast by written ballot either in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all Lot Owners not less than ten (10) days nor more than fifty (50) days in advance of said meeting.

All lot Owners may also vote by executing a document in writing consenting to the said amendment which written consent may be submitted either prior to or within one hundred twenty (120) days following the date of said meeting.

All Lot Owners hereby grant to the Association a full and complete power of attorney to take any and all actions necessary to effectuate and record said amendment and agree that said amendment when authorized and recorded as provided in this Article shall be binding upon their property and them and their respective heirs, personal representatives, successors and assigns to the same extent as if they had personally executed said amendment. All Lot Owners hereby acknowledge and agree that the power of attorney herein granted shall be deemed coupled with an interest and shall be irrevocable.

Section Seven: Any notice required by the Declaration or the Articles or Bylaws of the Association or the rules and regulations adopted by the Association shall be deemed properly given if mailed by ordinary mail to the last address furnished by the Developer or the Association, and said notices shall be deemed given when deposited in a United States Post Office.

DATED this 14th Day of December, 1983