



Summerfield Homeowners' Association
PO Box 59744
Renton, WA 98058

Plan of Consolidation/Merger and Consolidation Agreement between Valley Faire I and Valley Faire III into Summerfield Homeowner's Association

This Plan of Consolidation and Consolidation Agreement ("Consolidation Agreement") between Valley Faire I Homeowner's Association a Washington nonprofit corporation and Valley Faire III Homeowner's Association, a Washington nonprofit corporation is entered into pursuant to RCW 24.03.190 and is effective as of the date recorded with the Clerk and Recorder of King County Washington.

Recitals

- A. Valley Faire I is the governing community association for the common interest community in King County, Washington known as Summerfield at Valley Faire I pursuant to the Articles of Incorporation, Covenants, Conditions and Restrictions for Valley Faire I recorded with the Clerk and Recorder of King County, Washington on April 13, 1986, recording number 8604011041.
- B. Valley Faire III is the governing community association for the common interest community in King County, Washington known as Summerfield at Valley Faire III pursuant to the Articles of Incorporation, Covenants, Conditions and Restrictions for Valley Faire III recorded with the Clerk and Recorder of King County, Washington on _____, recording number 9504170451.
- C. Valley Faire I and Valley Faire III are adjacent to each other, and both communities are presently of the same form of ownership.
- D. For reasons of administrative efficiency and overall simplification in the governance of the respective communities, it is in the best interest of both Valley Faire I and Valley Faire III to consolidate into one homeowner's association namely Summerfield Homeowner's Association pursuant to the terms of this Consolidation Agreement.
- E. As certified to by the presidents of Valley Faire I and Valley Faire III in their certifications attached to this Consolidation Agreement, at the time this Consolidation is recorded it has been adopted and approved by (1) the Executive Board of Valley Faire I (2) the Executive Board of Valley Faire III, (3) the Owners in Valley Faire I to which at least ____% were for the consolidation, (4) the Owners in the Valley Faire III to which at least ____% were for the consolidation.

Consolidation Agreement

1. Incorporation of Recitals
2. Effective Date. The effective date of this Consolidation Agreement, and the consolidation reflected in this Consolidation Agreement, is the date on which this Consolidation Agreement is recorded with the Clerk and Recorder of King County, Washington.
3. Consolidating Entities. The full names and entity information for the consolidating entities are as follows:

<u>Name</u>	<u>Form of Entity/Jurisdiction</u>
Valley Faire I	A Washington Nonprofit Corporation
Valley Faire III	A Washington Nonprofit Corporation

4. New Entity: Summerfield Homeowner's Association, A Washington Nonprofit Corporation
5. Cessation of Valley Faire I. As of the effective date of the consolidation, Valley Faire I shall be consolidated into Summerfield and the separate existence of Valley Faire I shall cease.
6. Cessation of Valley Faire III. As of the effective date of the consolidation, Valley Faire III shall be consolidated into Summerfield and the separate existence of Valley Faire III shall cease.
7. The Valley Faire III Directors and Officers. The directors and officers of Valley Faire III on the effective date of the consolidation shall remain as the directors and officers following the consolidation until their successors are duly elected and qualified. The Summerfield directors will be elected by Owners within both the Valley Faire I and Valley Faire III communities.
8. Title to Real Estate and Other Property. The title to all real estate and other property owned by both Valley Faire I and Valley Faire III is transferred to and vested in Summerfield without reversion or impairments. Such transfer to and vesting in Summerfield shall be deemed to occur by operation of law without any further instrument of conveyance, and no consent or approval of any person shall be required in connection with any such transfer or vesting.
9. Membership and Voting. All members of Valley Faire I and Valley Faire III shall be member of Summerfield, and shall have all rights and responsibilities of Summerfield members. Members of Summerfield shall be the Owners of Lots subject to the Valley Faire I and Valley Faire III Declarations. Pursuant to the Articles of the Summerfield Bylaws, there shall be one vote per Lot owned by a member which vote may be cast in accordance with the provisions of that article.
10. Applicability of Declarations and Governance. The Valley Faire I community shall continue to be subject to the Valley Faire I Declaration, and the Valley Faire III community shall continue to be subject to the Valley Faire III Declaration. As a result of this consolidation, The Valley Faire I community shall not be subject to the declaration of Valley Faire III and Valley Faire III shall no be subject to the declaration of Valley Faire I. However, Summerfield will administer both the Valley Faire I Declaration as it applies to the Valley Faire I community and the Valley Faire

III as it applies to the Valley Faire III community. Accordingly, Summerfield shall have the power to enforce the provisions of both the Valley Faire I and Valley Faire III declarations.

11. Use of Common Elements. Subject to the provisions of the Valley Faire I Declaration and the Valley Faire III Declaration, members of Summerfield shall have the right and the easement to use the Common Elements identified in the Valley Faire I Declaration and the Valley Faire III Declaration.
12. Allocation of Assessments. Assessments for Common Expenses shall be levied by Summerfield and allocated in accordance with the Valley Faire I and Valley Faire III Declarations. Provided, however, that Summerfield may allocate expenses relating to fewer than all of the Lots to the owners of those affected Lots only.
13. Abandonment of Consolidation. If at any time prior to the effective date of the merger events or circumstances occur which, in the opinion of the Executive Board of either Valley Faire I or Valley Faire III render it inadvisable to consummate the consolidation, the consolidation Agreement shall not become effective. The recording of the Consolidation Agreement with the Clerk and Recorder of King County, Washington conclusively establishes that no action to abandon or terminate this Consolidation Agreement has been taken.
14. Definitions. Capitalized words and phrases are as defined in this Consolidation Agreement or, if not specifically defined in this Consolidation Agreement, as defined in the Valley Faire I or Valley Faire III Declaration as appropriate.