



**COMMUNITY
ASSOCIATION**
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Via U.S. Mail and Email

William Payne
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Re: McFarland Farm Property Owners' Association/Meyer

Dear William,

I have reviewed your March 17, 2026, letter sent to the MFPOA Board of Directors. I have also reviewed the *Wilkinson* case you referenced. While I think your analysis of *Wilkinson* is a correct summary, the analysis does not apply to MFPOA.

MFPOA's Declaration of Protective Covenants was recorded in 1973. In 2007, the Amendment and Restatement of Protective Covenants for Lester McFarland Farm was recorded, which created the McFarland Farm Property Owners' Association. Despite a reference to RCW 64.38, MFPOA is not a homeowners' association. There is no common area or any other assets owned by the MFPOA.

If we look further at the definition of a "common interest community" in RCW 64.90 (The Washington Uniform Common Interest Ownership Act), it states:

(10) "Common interest community" means real estate described in a declaration with respect to which a person, by virtue of the person's ownership of a unit, is obligated to pay for a share of real estate taxes, insurance premiums, maintenance, or improvement of, or services or other expenses related to, common elements, other units, or other real estate described in the declaration. "Common interest community" does not include an arrangement described in RCW [64.90.110](#) or [64.90.115](#). A common interest community may be a part of another common interest community (RCW 64.90.010(10)).

RCW 64.90.110, entitled "Exempt real estate arrangements," states:

(1) An arrangement between the associations for two or more common interest communities to share the costs of real estate taxes, insurance premiums, services, maintenance or improvements of real estate, or other activities specified in their arrangement or declarations does not create a separate common interest community.

(2) An arrangement between an association for a common interest community and the owner of real estate that is not part of a common interest community to share the costs of real estate taxes, insurance premiums, services, maintenance or improvements of real

estate, or other activities specified in their arrangement does not create a separate common interest community. However, costs payable by the common interest community as a result of the arrangement must be included in the periodic budget for the common interest community, and the arrangement must be disclosed in all public offering statements and resale certificates required under this chapter.

(3) Except for a cooperative, a lease in which the tenant is obligated to share the costs of real estate taxes, insurance premiums, services, maintenance or improvements of real estate, or other activities specified in an arrangement does not create a separate common interest community.

RCW 64.90.115, entitled "Other exempt covenants," states:

An easement or covenant that requires the owners of separately owned parcels of real estate to share costs or other obligations associated with a party wall, driveway, well, or other similar use does not create a common interest community.

As you can see from the statutes cited above, MFPOA does not fall under the definition of a common interest community but falls under RCW 64.90.110(2).

Because MFPOA is not a homeowners' association, the *Wilkinson* case does not apply. Therefore, it is the Board's position that the rental restriction amendment was accurately voted on, adopted, and recorded, therefore, the restriction is enforceable.

Sincerely,



Greg Coxey

cc: Community Manager, Board of Directors