

Declaration of Covenants, Conditions and Restrictions for Forty-One Point Five

This Declaration of Covenants, Conditions and Restrictions for Forty-One Point Five is made as of (date) by the Owners of property located in Forty-One Point Five as legally described on Exhibit A attached.

This Declaration of Covenants is applicable to Forty-One Point Five, Lots 1 through 112 inclusive; and the Common Property (retention pond, and entrance sign island) located in the City of Bellevue, in the County of King, State of Washington, a duly recorded plat.

Now, therefore, the Owners hereby declare that the Property is and shall be held, leased, transferred, and, conveyed, occupied and improved subject to the covenants, conditions and restrictions set forth in the Declaration.

Article 1 - Definitions

Definitions: As issued in these covenants, the terms set forth below shall have the following meanings.

- 1.01 "Association" shall mean and refer to a non-profit corporation formed to serve as an owner's association known as the Forty-One Point Five Homeowners Association.
- 1.02 "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision plat of Forty-One Point Five.
- 1.03 "Owner" shall mean and refer to the person or persons of record holding the beneficial ownership of a lot. The rights, obligations and other status of being an owner commence upon acquisition of the beneficial ownership of a lot and terminate upon disposition of such ownership, but termination of ownership shall not discharge an owner from obligations incurred prior to termination.
- 1.04 "Properties" shall mean and refer to that certain real property hereinafter described.
- 1.05 "Forty-One Point Five" shall mean and refer to the land described in Article II hereof.
- 1.06 "These Covenants" shall mean and refer to all of the limitations, restrictions, covenants and conditions set forth in this Declaration with respect to Forty-One Point Five, as the same may be amended and supplemented from time to time hereafter in accordance with the provisions of this Declaration.

Article 2 - Properties Subject to the Covenants

2.01 "Forty-One Point Five"

The Owners hereby declared that all of the real property described below is owned and shall be owned, conveyed, hypothecated, encumbered, used, occupied and improved subject to these Covenants:

The real property identified and contained by that certain plat entitled Forty-One Point Five recorded the 8th day of March, 1978, in Book 106 of Plats at Page(s) 35-37 of Records of King County Auditor, King County, State of Washington.

Article 3 - General Protective Covenants

3.01 "Residential Use"

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two and one-half stories in height and shall not exclude construction of a private greenhouse, storage unit, swimming pool or a shelter or port for the protection of such swimming pool or for the storage of a boat and/or camping trailer kept for personal use, provided the location of such structures is in conformity with the applicable municipal regulations and is compatible in design and decoration the residence constructed on such lot and has been approved by the Board of Directors.

3.02 "Dwelling Size"

All dwelling size areas described in these Covenants are exclusive of decks, garages and open porches.

- a) The main floor or ground floor area of a one story dwelling shall not be less than 1,600 square feet.
- b) A two-story dwelling shall have a main floor or ground floor living area of not less than 1,200 square feet.
- c) In a tri-level dwelling, the living area of the one story portion and living area of the upper level of the two story portion shall constitute a minimum of 1,300 square feet.
- d) A split entry or foyer type home shall have a main floor living area of not less than 1,500 square feet.
- e) A daylight basement home shall have a main floor living area of not less than 1,500 square feet.

The Board of Directors may, upon application and at its discretion, waive any violation of this provision which it finds to be inadvertent.

3.03 "Building Setbacks"

No building shall be located on any lot near to the front, rear or side lot lines than is permitted by City of Bellevue Ordinances. In any event, no building shall be located on any lot nearer than twenty (20) feet to the front lot lines, nearer than twenty-five (25) feet to the rear lot lines or nearer than five (5) feet to a side lot line. On corner lots, the side yard shall be a minimum of fifteen (15) feet on the side abutting the street. The Board of Directors, upon application, at its discretion, waive any violation of this restriction which it finds to have been inadvertent, provided the same would not constitute a violation of the City of Bellevue Ordinances.

3.04 "Easements"

Easements for installation and maintenance of utilities and drainage facilities are reserved over the front ten (10) feet of each lot, as well as on other portions of certain lots, all of record. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvement in it shall be maintained continuously by the Owner of the lot, except for those improvements for which a public authority or utilities company is responsible. Sidewalks located on these easement areas are to be kept free of vegetation and debris by the respective Owner. Screening easements are reserved over the rear ten (10) feet of Lots 1 through 7, all of record, within which the Owner shall not remove the natural vegetation (with the exception of Blackberry bushes) and within which the Board of Directors may augment or agree to permit an Owner to augment said natural vegetation for screening purposes.

3.05 "Tree Removal"

No trees with a diameter of six (6) inches, or more, measured at a height of five (5) feet above ground level may be removed from those portions of any lot without prior approval from an Arborist and the by a designee of the Board of Directors. No trees shall be removed for the express purpose of procuring a "view". Owner planted trees shall not be allowed to obstruct neighboring visibility. Any trees within the 10 foot boundary from the sidewalks are property of the City of Bellevue. The City must be contacted regarding any removals.

3.06 "Business and Commercial Uses"

No trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any lot.

3.07 "Offensive Activities"

No noxious or offensive activity shall be carried on upon any lot or Common Area, nor shall anything be done or placed upon any lot or Common Area which interferes with or jeopardizes any Owner's use and enjoyment of his lot and the Common Area within 41.5.

3.08 "Animals"

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes and are reasonably controlled so as not to be a nuisance. In accordance with laws set forth for the City of Bellevue all dogs must be kept on a leash and all waste must be cleaned up.

3.09 "Signs and Decorations"

No signs shall be erected or maintained on any lot except that not more than one "For Sale" or "For Rent" sign placed by the Owner or by a licensed real estate agent, not exceeding twenty-four (24) inches high and thirty six (36) inches long, may be temporarily displayed on any lot. This restriction shall not prohibit the temporary placement of "political" signs or signs displaying work being done (roofers, etc.) on the property.

All Holiday decorations are to be removed from exterior of the home within 15 days of the finish of the holiday.

3.10 "Vehicles in Disrepair"

No owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked upon any lot or on the Common Property or on any street for a period in excess of forty-eight (48) hours. A vehicle shall be deemed to be in an "extreme state of disrepair" when its presence offends the occupants of the neighborhood.

3.11 "Parking"

Parking of boats, trailers, motorcycles, trucks, truckcampers and like equipment shall not be allowed on any part of the property excepting only within the confines of an enclosed garage or screened area, the plans for which must have been reviewed and approved by the Board of Directors prior to construction, and not portion of same may project beyond the screened area.

A Recreational Vehicle may be parked for the sole purpose of loading and unloading not to exceed twenty-four (24) continuous hours.

No person shall park or stand any private vehicle upon any landscaped and/or lawn area of any Lot or on the sidewalks (per the City of Bellevue).

No person shall park a vehicle in front of an established mail box, except for accessing mail delivery.

3.12 "Rubbish and Trash"

No lot or part of the Common Property shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view. Yard rakings and dirt resulting from landscaping work shall not be dumped, washed or swept onto streets, Open Space or on any lot. All trash containers shall be removed from the sidewalk within 36 hours of garbage pick-up.

3.13 "Temporary Structures"

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. All structures must comply with the Uniform Building Code, as adopted by the City of Bellevue.

3.14 “Completion of Construction”

The construction of any building on any lot, including painting and all exterior finish, shall be completed within eight (8) months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Board of Directors.

3.15 “Fences and Hedges”

As defined in this section, “fencing” shall mean any barrier or wall other than natural (not Owner planted) living organic vegetation, including trees and shrubs. Except as otherwise required by law, plantings or site obscuring fences and hedges shall not exceed four (4) feet in height in the front yard or on side lot lines forward of the building line with the greatest setback on the lot or the adjoining residential lot. The maximum height of site obscuring fences or hedges located on the remainder of the lots shall be six (6) feet. Fences shall be well constructed of wood materials and shall not detract from the appearance of the dwelling house located upon the lot or to be offensive to the owners or occupants thereof or detract from the appearance of the dwelling houses located on the adjacent lots or building sites.

Hedges between lots shall not be high enough to discourage sunlight and not encourage the growth of moss or mildew on any dwelling. No hedge shall obstruct a scenic view (as determined by the Board of Directors) from any Lot.

3.16 “Exterior Materials”

Any change in exterior materials must be approved by the Board of Directors and be in accordance with the provisions of Article 5.01. Roofing materials must be cedar, shake, tile, metal or high-end composite. No plywood siding of any type will be approved. Windows must be aluminum or wood. Any other architectural features subject to control will be approved or disapproved upon submission of plans to the Board of Directors.

3.17 “Exterior Finish”

Exterior colors must be approved by the Board of Directors designee in accordance with the provisions of Article 5. Exterior colors must conform to accepted earth tone colors. The use of bright colors will not be approved. Exterior trim, fences, doors, railing, decks, eaves, gutters and the exterior finish of garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the structure they adjoin.

3.19 “Antennas and TV Dishes”

Exterior antennas shall not be permitted to be placed upon the roof of any structure on any lot. TV dishes should be as unobtrusive as possible.

3.20 “Maintenance of Structures and Grounds”

Each Owner shall maintain their lot and residence thereon in a clean and attractive condition in good repair and in such fashion as not to create a fire hazard.

Article 4 - Common Access Way

4.01 “Common Access Ways”

Common access ways shall be used exclusively for driveway and access purposes by the Owners of Lots 109, 110, 111 and 112, and 32A and B. The Owners of each of the lots having the exclusive use of a particular common access way shall be responsible for the maintenance of such driveway, the cost of which shall be borne in equal portions by such Owners. Each said Owner shall have a perpetual easement over the common access way for ingress and egress, and the benefits and burdens thereof, including the obligation of maintenance, shall be appurtenant to and run with the lots so benefited or burdened.

Article 5 - Architectural and Landscaping Control

5.01 “Architectural Review”

No structure, including storage shelters, shall be commenced, erected, placed or altered on any lot until the construction plans and specifications and a plat showing the nature, shape, heights, materials, colors and proposed location of the structure have been submitted to and approved in writing/email to the Board of Directors. It is the intention and purpose of this Covenant to assure quality of workmanship and materials, harmony of external design with the existing structure as to location with respect to topography, finish grade elevations and to avoid plan repetition. In all cases in which the Board of Directors consent is required by these Covenants, the following provisions shall apply.

A. Major Construction

In the case of initial or substantial additional construction of a dwelling, the owner shall prepare and submit to the Board of Directors such plans and specifications for the proposed work as the Directors may require. Materials required by the Directors may include, but not necessarily be limited to, the following:

- (1). A plot plan indicating location of all improvements.
- (2). Drawings showing elevations, exterior materials and exterior color schemes of all improvements.

The Board of Directors shall render its decision with respect to the proposal within twenty (20) days after it has received all material required by it with respect thereto.

B. Minor Work

In the case of a minor addition or exterior remodeling, change of existing exterior color scheme or exterior material, greenhouse swimming pool construction, or any other work not referred to in Paragraph A above, the owner shall submit to the Board of Directors such plans and specifications for the proposed work as the Board designee determines to be necessary to enable it to evaluate the proposal. The Board shall render its decision with respect to the proposal within twenty (20) days after it has received all material required by it with respect thereto.

5.02 “Architectural Control Discretion”

The Board of Directors may, at its sole discretion, withhold consent to any proposed work if they find that the proposed work would be inappropriate for the particular lot or incompatible with the design standards of existing 41.5 homes. Considerations such as siding, shape, size, color, design, height, impairment of the view from other lots within Forty-One Point Five or other effects on the enjoyment of other lots or Common Property, disturbance of existing terrain and vegetation, and other factors with the Board reasonably believes to be relevant, may be taken into account by the Board in determining whether or not to consent to any proposed work.

5.03 “Procedure”

In the event the Board fails to render its approval or disapproval within thirty (30) working days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with.

5.04 “Membership”

The Board of Directors will serve as the review panel.

5.05 “Liability”

Neither the Board nor any member thereof shall be liable to any Owner, occupant or builder for any damages, lost or prejudice suffered or claimed on account of any action or failure to act of the Board or a member thereof, provided that the member has, in accordance with the actual knowledge possessed by him, acted in good faith.

5.06 “Action”

Except as otherwise provided herein, any two members of the Board shall have power to act on behalf of the Board without the necessity of a meeting and without the necessity of consulting the remaining members of the Board. The Board may render its decisions only by written instrument (email accepted) setting forth the action taken by the members consenting thereto.

5.07 “Non-waiver”

Consent by the Board to any matter proposed to it and within its jurisdiction under these Covenants shall not be deemed to constitute a precedent or waiver impairing its rights to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

5.08 “Effective Period of Consent”

The Board’s consent to any proposed work shall automatically be revoked one year after issuance unless construction of the work has been commenced or the owner has applied for and received an extension of time from the Board.

5.09 “Rulemaking Authority”

The Board of Directors may adopt reasonable policies and procedures that enforce these Covenants and Bylaws. All such rules must be distributed to the Owners thirty (30) days before they become effective.

Article 6 - Forty-One Point Five Homeowner’s Association

The Forty-One Point Five Homeowner Association was established with the completion of the Forty-One Point Five development. Such association, its successors or assigns (“the Association”) shall be organized under the name “Forty-One Point Five Homeowners Association” or a name similar thereto, and shall have property powers and obligations as set forth in these Covenants for the benefit of Forty-One Point Five, and all owners of property located within.

6.01 “Organization”

The Articles of Incorporation of the Association shall provide for its perpetual existence but in the event the Association is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name. In the event all of the property, powers and obligations of the incorporated Association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated Association, and such vesting shall thereafter be confirmed and evidenced by appropriate conveyances and assignments by the incorporated Association. To the greatest extent possible, any successor unincorporated Association

shall be governed by the Articles of Incorporation and Bylaws of the Association as if they had been made to constitute the governing documents of the unincorporated Association.

6.02 "Membership: Voting"

Every Owner of one or more lots within Forty-One Point Five shall immediately upon creation of the Association and thereafter during the entire period of such Owner's ownership of one or more lots within Forty-One Point Five, be a member of the Association. Such membership shall commence, exist and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership. Each Owner shall have one vote on all matters submitted to the membership of the Association for each lot owned by him/her within Forty-One Point Five.

6.03 "Powers and Obligations"

The Association shall have exercise and perform all of the following powers, duties and obligations:

- (a) The powers, duties and obligations granted directly to the Association by these Covenants.
- (b) The powers and obligations of a non-profit corporation pursuant to the general non-profit corporation laws of the State of Washington.
- (c) Any additional or different powers, duties and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to these Covenants or otherwise promoting the general benefit of the Owners within Forty-One Point Five.

The powers and obligations of the Associating may from time to time be amended, repealed, enlarged or restricted by changes in these Covenants made in accordance with the provision herein or by changes in the Articles of Incorporation or Bylaws of the Association made in accordance with such instruments and with the non-profit corporation laws of the State of Washington.

6.04 "Liability"

Neither the Association nor any officer or member of its Board of Directors shall be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of any action or failure to act by the Association, any of its officers or any member of its Board of Directors, provided only that the officer or Board member has acted in good faith in accordance with the actual knowledge possessed by him/her.

Article 7 - Maintenance: Assessment and Fund

7.01 "Maintenance"

Each individual Owner shall be obligated to provide exterior maintenance on Owner's lot. Lots shall be landscaped, and the exterior of building and structures shall be maintained in good and safe order,

condition, and repair; and in a clean, attractive and sanitary condition at all times. All garbage, rubbish yard and vegetation debris shall be regularly removed from each lot by the Owner, except that composting of yard materials generated on the lot is permitted in a suitable covered container provided such container is not visible from any street, Common Property, or other lot and does not create any objectionable odors.

A yard shall be deemed in disrepair when it is the opinion of the Board of Directors that the property is not in compliance with the acceptable minimum standards determined by the Board. If property is determined to be in disrepair, the Board shall notify the property Owner that a process to remedy the situation has begun and that the Owner's participation is requested. This process shall include identifying problems, meeting with the Owner, preparing solutions, establishing a timetable, reading a resolution agreement, and completing work. If no resolution agreement can be reached between the Owner and the Board, the Board shall send a notice of violation by Certified mail. After ten (10) days from date of delivery confirmation, the Board, or its designee, may enter upon any lot for such maintenance. All costs of maintenance performed or caused to be performed by the Board shall be a special assessment against the Owner and shall constitute a lien against the lot, which lien shall have the same effect and may be enforced in the manner describe in Article 7.06.

The Board shall maintain all Common Properties within the subdivision.

7.02 "Maintenance Assessment"

The Board may levy special assessments against a particular Lot to cover the costs incurred in bringing a Lot into compliance with these Covenants, including without limitation attorneys' fees, or costs incurred as a consequence of the conduct of the Owner of a Lot, their agents, contractors, employees, licensees, invitees, or guests, provided that the Board shall give the Owner prior written notice and an opportunity for a hearing before levying any such special assessment.

7.03 "Maintenance Fund"

The Association shall keep all funds received by it as maintenance assessment, together with any proceeds from any condemnation of any part of the Common Property and any other funds received by it pursuant to these Covenants to be deposited in the Maintenance Fund (Savings Account) to be used for the following purposes:

- (1) Payment of the cost of insurance, including insurance protecting the Board and the Association against liability arising out of their functions and activities in the administration of these Covenants.
- (2) Payment of the cost of enforcing these Covenants

- (3) Payment of the cost of other services which the Association deems to be of general benefit to owners of property within Forty-One Point Five including, but not limited to legal fees, electricity and maintenance for the entrance sign, and Common Property maintenance.

7.04 "Annual Assessment"

Each Owner of any Lot subject to these Covenants by acceptance of a deed, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay a yearly assessment or charge for the purpose of promoting the recreation, health, safety and welfare of the residents in the subdivision, the payment of improvements, repair, replacement, and additions to Common Properties or any other purpose identified in these Covenants, the Bylaws or Articles of incorporation.

7.05 "Adjustment"

Upon creation of an annual budget (by December of each year) the Board will determine if there are sufficient funds in reserve accounts to cover all anticipated expenses for the next 2 years. If there are sufficient funds the Board has the option to lower the upcoming year's assessment.

The Association may upwardly adjust the amount of the annual maintenance assessment in accordance with increase in maintenance costs, providing however that such increase does not exceed then percent (10.00%) above the preceding year's assessment, without requiring a vote thereon by the members. In the event the Association deems the Maintenance Fund to be inadequate or excessive for the purposes set forth herein, taking into account the need for reasonable reserves for such purposes, the annual maintenance assessment provided for by Section 7.02 may be increased on a uniform basis and in such amount as is approved in writing or at a meeting of the Association members, by not less than 60 percent (60%) voting together.

7.06 "Creation of a Lien and Personal Obligation"

The annual assessment provided for in Articles 7.01, 7.02 and 7.04 together with any interest, costs of collection and attorney's fees, as provided for in these Covenants, shall be charged upon the land and shall be a continuing lien upon the Lot against which each such assessment is made which shall bind the Lot of such Owner and his/her successors in interest from the date the assessment became due until fully paid. Each such assessment, together with any interest, cost of collection, and attorneys' fees, shall also be a personal obligation of any person or entity who was the Owner of such Lot at the time the assessment fell due. Such lien, when delinquent, may be enforced by suit, judgment and judicial or non-judicial foreclosure.

7.07 "Due date for Assessments"

Annual dues are due and payable upon receipt of the Annual Letter in January of each year and deemed late as of the 31st of March of that given year.

7.08 “Subordination of the Lien to Mortgages”

The lien of the assessments provided for in these Covenants shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the same Lot, provided, however, that such subordination shall apply only to assessments which shall have become due and payable prior to a sale or transfer of the Lot pursuant to a decree of foreclosure, or any other processing in lieu of foreclosure, and shall not apply after any such sale or transfer.

Article 8 - Enforcement

8.01 “Default in Payment of the Assessment and Fines”

Each assessment levied pursuant to these Covenants shall be a separate, distinct and personal debt and obligation of the Owner against who the assessment of fine is levied. Sale or transfer of the Lot by the Owner shall not release him/her from the personal liability imposed hereunder. If the Owner fails to pay such fine or assessment or any installment thereof when due, the Owner shall be in default and the amount of the assessment not paid together with costs of attorney’s, fees and elsewhere provided for herein shall become a lien upon the lot or lots against which the assessment was made upon recordation by the Association of a notice of lien. Such liens shall be subordinate to the lien of any mortgage or deed of trust upon such lot or lots which was made in good faith or for value and which was recorded prior to recordation of the notice of lien. The Association may commence proceedings to foreclosure any such lien at the time within one year following such recordation.

8.02 “Enforcement by the City of Bellevue”

The provisions of these Covenants relating to the preservation and maintenance of Common Property shall be deemed to be for the benefit of the City of Bellevue as well as the Owners of lots within Forty-One Point Five, and the City may enforce such provisions by appropriate proceedings at law or in equity.

8.03 “Expenses and Attorney’s Fees”

In the event the Association or the City of Bellevue shall bring any suit or action to enforce these Covenants, to collect any money due to them there under, or to foreclose a lien, the prevailing party shall be entitled to recover all costs and expenses incurred by him/her in connection with such suit or action, including a foreclosure title report and such amount as the court may determine to be reasonable as attorney’s fees at trial and upon any appeal thereof.

8.04 “Non-exclusiveness and Accumulation of Remedies”

An election by the Association to pursue any remedy provided for violation of these Covenants shall not prevent concurrent or subsequent exercise of another remedy permitted under these Covenants. The

remedies provided in these Covenants are not exclusive but shall be in addition to all other remedies, including actions for damages and suits, for injunctions and specified performance, available under applicable law.

Article 9 - General Provisions

9.01 "Term"

These Covenants shall run with the land with respect to all property within Forty-One Point Five for a period of not less than twenty (20) years and shall be binding on all parties and all persons. These Covenants can be amended or revoked with the consent of a minimum 75% of all lot Owners and the consent of the City of Bellevue Council duly recording an instrument which contains an agreement providing for termination and revocation or amendment, and which is signed by the Owners of at least 75% of the platted lots as previously noted.

9.02 "Limitation of Liability of Board of Directors"

No officer or director thereof shall be liable to any Owner on account of any action or failure to act of Directors in performing their duties or rights hereunder, provided that Director has, in accordance with actual knowledge possessed by them acted in good faith.

9.03 "Amendment and Repeal"

These Covenants or any portion thereof, as from time to time in effect with respect to all or any part of Forty-One Point Five, may be amended or repealed by an affirmative vote or the written consent of not less than seventy-five percent (75%) of the Owners and the consent of the City of Bellevue Council, and in accordance with the provisions of Section 6.02 whereby the Owners have one (1) vote for each lot owned by them and whereby the voting power shall be based on a total of 113 Lots in Forty-One Point Five. Any such amendment or repeal shall become effective only upon the recordation of a certificate executed by two officers entitled to act in the name of the Association setting forth in full the amendment, amendments or repeal so approved and certifying that said amendment, amendments or repeal have been approved in accordance with the provisions herein.

9.04 "Severability"

These Covenants shall be liberally construed as an entire document to accomplish the broad purposes thereof. Nevertheless, each provision of these Covenants shall be deemed independent and severability, and the invalidity or partial invalidity of any provision shall not affect the validity of enforceability of the remaining part of that or any other provision.

RESOLUTION

WHEREAS, FORTY-ONE PPOINT FIVE engaged in a process to consolidate and revise the Covenants, Conditions and Restrictions that currently bind the property within its boundaries; and

WHERAS, the Owners of the property under the jurisdiction a FORTY-ONE POIN FIVE have prepared the attached covenants, conditions and restriction dated _____ to repeal and replace the current Restrictive Covenants and Conditions; and

WHEREAS, seventy-five percent (75%) of the Owners of the property have properly executed and acknowledged the attached Covenants, Conditions and Restriction dated _____; and

WHEREAS, the Board of Directors by majority vote confirmed that the attached Covenants, Conditions and Restrictions dated _____ were duly approved in accordance with the procedures for revision of the current Restrictive Covenants and Conditions;

NOW THEREFORE, FORTY-ONE POINT FIVE presents the attached Covenants, Conditions and Restriction dated _____, for recording upon the Property.

President, Forty-One Point Five

Date

Secretary, Forty-One Point Five

Date

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____

Signature

Name legibly printed or stamped
Notary Public in and for the State of Washington,

Residing at _____

My appointment expires: _____