

AMENDED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
APPLICABLE TO
HARBOUR POINTE

THIS DECLARATION, made on the date hereinafter set forth, by BCE DEVELOPMENT, INC., formerly DAON CORPORATION, as “Declarant”.

WITNESSETH:

WHEREAS, Declarant is the developer of a Master Planned development known as Harbour Pointe located in Snohomish County, Washington, which has been specifically described and identified in the deed recorded under Snohomish County Auditor’s File number 7811300200; and

WHEREAS, Declarant has caused to be recorded certain Declarations of Covenants, Conditions and Restrictions Applicable to all land zoned single family residential within Harbour Pointe under Snohomish County Auditor’s File numbers 8010280148, 8010280149, 8311020309, 8312140256, 8312140257, 8405240267, 8410100034, and 8510010169; and

WHEREAS, Declarant now wishes to amend the previously recorded Declarations to allow separate homeowners’ associations with separate covenants, conditions and restrictions for each Sector of Harbour Pointe; and to remove certain undeveloped portions of Harbour Pointe from the provisions of this Declaration and

WHEREAS, Declarant wishes to amend certain other provisions of this Declaration to allow qualification of the Property for Federal Housing Administration (FHA) and Veterans’ Administration (VA) mortgage insurance programs; and

WHEREAS, Declarant has the power and authority to withdraw undeveloped land under its ownership from this Declaration under Article IX hereof, and

WHEREAS, Declarant has the power and authority to amend the provisions of this Declaration under Article XI of the existing Declaration during the Development Period as defined in the existing Declaration, and that the development period has not yet expired;

NOW, THEREFORE, Declarant hereby declares:

1. That the undeveloped property owned by Declarant and described in Exhibit “A” hereto shall be withdrawn from this Declaration and shall no longer be subject to the provisions, covenants, conditions and restrictions of this Declaration,
2. That the properties legally described in Exhibit “B” shall be the properties remaining subject to this Amended Declaration as its provisions are set forth herein below.

3. That the Harbour Pointe Homeowner's Association shall segregate into three separate Associations incorporated concurrently with the recording of this document which shall separately administer the provisions of this Declaration for the plats of Harbour Pointe Sector 2, Harbour Pointe Sector 5, Divisions II and III; and Harbour Pointe Sector 6 Divisions H and 111.

4. That the Declarations of Covenants, Conditions and Restrictions Applicable to Harbour Pointe shall remain in full force and effect but shall be amended to read as follows:

ARTICLE I

DEFINITIONS

Section 1. "Associations" shall mean and refer to the Washington nonprofit corporations, and their successors and assigns, which are being formed concurrently with this amendment, and which are: (1) Harbour Pointe Sector 2 Homeowners' Association; (2) Harbour Pointe Sector 5, Divisions II and III Homeowners' Association; and (3) Harbour Pointe Sector 6, Divisions II and III, Homeowners' Association.

Section 2. "Declarant" means BCE Development, Inc., a Delaware Corporation, formerly DAON Corporation, the maker of this Declaration and the original developer of the property included under the Declaration of Covenants, Conditions and Restrictions recorded for Harbour Pointe and its successor or assigns designated by it as the developer for the property described herein below at Section 3.

Section 3. Harbour Pointe Sector 2; Harbour Pointe Sector 5, Divisions II and III; and Harbour Pointe Sector 6, Divisions II and III mean the recorded plats of the same names recorded with the Snohomish County Auditor.

Section 4. "Lot" means a platted single family residential Lot, located within the plats described in Section 3 above. Each separate platted lot counts as one lot, even if it is combined with others under one ownership.

Section 5. "Common Property" consists of jogging, bicycling and walking trails, trail head parking areas, view points, playground areas, landscaped plat entrances, planter islands, open spaces, greenbelts, and all other areas which are designed as Common Property on the individual plats described in Section 3 hereof or conveyed to the Associations by Declarant, or otherwise obtained or maintained by the Associations. "Common Property" shall include improvements such as fences, playground equipment or other improvements upon areas held by the Associations for common use by members of the Associations, "Common Property" does not include any areas dedicated to Snohomish County as open space or park land.

Section 6. "Owner" refers to record holders of a fee interest, grantors under a deed of trust, and contract purchasers, who are in possession of a Lot. Declarant shall be considered the Owner of all Lots which it has not yet sold, or which it reacquires.

Section 7. "Lender" means all first mortgagees, beneficiaries under a first deed of trust, or first vendors under a land contract, secured by an interest in any Lot and their successors and assigns.

Section 8. "Front Yard" shall be defined as the lot area extending from the front property line back to a line measured parallel with the front property line which would coincide with the front wall of the main dwelling on the lot, exclusive of any garage projections.

ARTICLE II
PROPERTY RIGHTS

Section 1. Each Owner within each of the plats described in Article 1, Section 3 hereof shall have a non-exclusive perpetual easement for recreational purposes over the Common Property contained within or adjacent to the plat within which his Lot is located which shall be appurtenant to and pass with the title to his Lot.

Such easement shall be subject to the right of all other members of the individual Associations for each plat to use, enjoy and have the benefit of the Common Property within the plat in which their Lot is located upon the same terms. Such easement will also be subject to the right of the Associations to suspend the voting rights and the right to use the Common Property of an Owner for any period during which:

(a) any assessment against his Lot remains unpaid, or

(b) any violation of these covenants or of the Associations' published rules for which he is responsible remains unabated;

Section 2. Delegation of Use: An Owner may delegate, in accordance with such rules and regulations as the Association may promulgate, his right of use and enjoyment of the Common Property to the members of his family, his guests and his tenants.

Section 3. Limitations on Use: The Associations' Boards of Directors may totally bar or limit the Owners use of the steep bluffs and other portions of the Common Property where ordinary use could be dangerous, interfere with Association maintenance or operation, or unreasonably increase Association costs. However, the Associations shall not be liable for a failure to restrict the use of any area.

ARTICLE III
COMMON PROPERTY

Section 1. Maintenance by Associations: The Associations shall have full responsibility for the maintenance and repair of the Common Property located within the plat which each Association is affiliated with. The Associations shall keep all easement trails free from obstruction by Owners and third parties and reasonably maintained for their intended use. The Associations may maintain open space tracts within the plat boundaries which have been dedicated to Snohomish County if the County refuses to do so. The trees, shrubs, plants and soil in natural native portions of the Common Property shall not be unnecessarily disturbed. Play areas, playground equipment and all other common facilities shall be reasonably maintained for their intended use. The Association shall also pay for all costs of street lighting charged by the Snohomish County Public Utility District.

Section 2. Government Access: Declarant hereby grants to the Sheriff's Department, Fire District and other government agents and officials with jurisdiction over Harbour Pointe the nonexclusive right to enter upon the Common Property for the purpose of carrying out their official duties.

Section 3. Title to Common Property: The Associations may convey any of the Common Property they own to a municipal corporation, public agency or authority if requested by the same percentage vote of the membership required by the Articles of Incorporation for dedication of Common Property by the Associations.

ARTICLE IV

**THE ASSOCIATIONS AND MEMBERSHIP
AND VOTING RIGHTS THEREIN**

Section 1. Declarant and every Owner of a Lot shall be a member of the Association established for the plat within which the Owner's Lot is located. Membership shall be appurtenant to and may not be separated from ownership of one or more Lots.

Section 2. The voting rights of Association members shall be as specified in the Articles of Incorporation and Bylaws for each Association.

Section 3. The existing Harbour Pointe Homeowner's Association shall be terminated and cease to exist upon recording of this Declaration and the incorporation of the separate Associations for each plat as provided for herein.

ARTICLE V

ASSESSMENTS

Section 1. Continuation of Right to Lien and Personal Obligation For Assessments. The original Declarations of Covenants, Conditions and Restrictions Applicable to Harbour Pointe, recorded under Auditor's File Numbers 8010280148, 8010280149, 8311020309, 8312140256, 8312140257, 8405240267, 8410100034, and 8510010169 contain a covenant to pay annual and special assessments to the Harbour Pointe Homeowners' Association and create a personal obligation of each Owner to pay such assessment. A right of lien is also given the Association for any delinquent assessment. This Amended Declaration reaffirms and continues the covenant and lien rights established under the original Declarations. However, the original Declarations are amended to make the assessments levied within each separate Sector collectable only by the Association established for that Sector. In addition, Declarant hereby covenants to pay assessments for each lot owned by Declarant. The covenant is further amended to read as follows:

The Declarant, for each Lot owner within the plats described in Article 1, Section 3, hereby covenants, and each Owner of any Lot by accepting a deed to or executing a contract for a Lot (whether or not it shall be so expressed in such instrument), shall be deemed to covenant to pay the Association for the particular plat within which an Owner's Lot is located:

- (1) regular annual assessments, and
- (2) special assessments for capital improvements.

Such regular annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a personal obligation of the Owner of each Lot at the time when the assessment is due. Delinquent assessments, together with interest, costs and reasonable attorney's fees, shall become a lien upon the Lot if the Association files a Claim of Lien with the Snohomish County recording office. The priority of such lien shall be based upon the date the Claim of Lien is filed.

Section 2. Purposes of Assessments:

(a) The regular annual assessments levied by the Associations shall be used exclusively to administer these covenants, to maintain and improve the Common Property, and generally to promote the recreation, health,

safety, comfort, convenience and welfare of the Owners of Lots in each plat described in Article 1, Section 3 hereof.

(b) The special assessments for capital improvements levied by the Associations shall be used exclusively for the purposes described in the minutes of the membership meeting at which each such special assessment was approved.

Section 3. Regular Annual Assessments:

(a) The maximum regular annual assessment may increase each calendar year not more than ten percent (10%) above the assessment for the previous year without a vote of the membership of the Association making such assessment, providing the board of directors approve each increase.

(b) The maximum regular annual assessment for each Association may be increased above ten percent (10%) per year by the affirmative vote of members who are voting in person or by proxy, holding sixty percent (60%) of the votes entitled to be cast at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements: In addition to the regular annual assessments authorized above, the Associations may levy special assessments applicable to one or more years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement upon the Common Property, including fixtures and personal property related thereto, provided that any such assessment shall have the consent of sixty percent (60%) of the votes entitled to be cast, at a meeting of the governing association duly called for this purpose. Such assessment shall be separately billed and accounted for by the Associations.

Section. Notice and Quorum for any Action Authorized Under Sections 3 and 4: Written notice of any Association meeting called for the purpose of taking any action authorized under Section 3 or Section 4 of this Article V shall be sent to all Owners of Lots within the plat governed by the particular Association not less than ten (10) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of persons entitled to cast forty percent (40%) of all votes entitled to be cast shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than fifty (50) days following the preceding meeting.

Section 6. Rate of Assessment and Reserve Fund: Regular annual and special assessments for each Association shall be fixed by the Board of Directors of that Association at a uniform rate for all Lots subject to assessment. The Associations shall establish and maintain an adequate reserve fund from the regular annual assessments for the repair and replacement of the capital improvements upon the Common Property.

Section 7. Date of Commencement of Regular Annual Assessments: Due Dates: The first regular annual assessments provided for herein shall be paid prior to December 1, 1986. Declarant shall continue to maintain the Common Areas until that date. The Board of Directors of each Association shall fix the amount of the next regular annual assessment against each Lot by December 1st of each year. Written notice of the regular annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors of each Association. Assessments may be collected in such a manner, at such time, and in such installments as the Board of Directors of each Association may require. The Associations shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Proration: When Ownership of a Lot changes, liability for the regular annual and special assessments which have been established for the year of purchase shall be prorated between the buyer and seller in accordance with the number of days remaining in that year on the date of closing. All assessments due and payable on the day of closing shall be paid at closing by the party liable.

Section 9. Effect of Nonpayment of Assessment: Remedies of the Association: Any assessment not paid by the due date is delinquent and shall bear interest from that date at the rate set forth in the Bylaws for the Association. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose any lien against the Lot in the same manner as an action to foreclose a mortgage on real property. No Owner subject to assessment may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to the Mortgage: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment Lien. However the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No Sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Properties: The following properties shall be exempt from the obligation to pay assessments created by this Article:

- (a) All properties dedicated to and accepted by a municipal corporation or other local public agency and devoted to public use.
- (b) All Common Property.
- (c) Lots acquired by a builder in the course of his business shall be exempt from assessment for a period of one year after the date of closing of the sale from Declarant.

ARTICLE VI

ARCHITECTURAL CONTROLS

Section 1. Approval Requirement: The following activities shall not take place on any land within the plats described in Article 1, Section 3 hereof without the prior approval of the Architectural Control Committee (ACC) for that particular plat:

- (1) Clearing, grading lots,
- (2) Removal or cutting of natural vegetation or stumps in green belt areas and on common property,
- (3) Construction or installation of any building, fence, wall, bulkhead, dog run, above-ground swimming pool, radio tower, satellite dishes in excess of 20 inches in diameter, television/radio antennas or other structure, or,
- (4) Addition or change or alteration to any exterior of a building, fence, wall, bulkhead or other structure.

Section 2. Administration: A list of documents and information required to be submitted to the ACC is set forth in Article VII. The ACC may adopt rules and guidelines consistent with this Declaration for carrying out its duties hereunder. Each Owner shall be obligated to be familiar with said rules and guidelines. All of the costs of the ACC to review documents and proposed activities shall be paid by the Association from its funds. In the event the ACC fails to approve or disapprove documents submitted to it (by stamp thereon or separate letter) within thirty (30) days after the documents were submitted to it, said documents shall be automatically approved and this Article will be deemed to have been fully complied with.

Section 3. Variances: The ACC shall also have authority to approve plans and specifications which do not necessarily conform in every respect to these restrictions, in order to overcome practical difficulties or to prevent hardships in the application of these or subsequent restrictive covenants provided that such variations so approved shall not constitute a general waiver of restrictions generally applicable to that Lot but instead shall be in furtherance of the purposes and intent of these restrictions.

Section 4. Architectural Control Committee (ACC):

Jurisdiction and Purpose: The purpose of architectural control is to protect the property value of the Lots within the subdivision, to prevent unsightly conditions and to protect the health, welfare and safety of the residents and lot owners. The architectural control committee shall have the right to review and either approve or reject all plans and specifications for any building or structure to be constructed or modified within the properties which do not conform to the architectural guidelines.

ARTICLE VII

BUILDING RESTRICTIONS

Section 1. Prior to commencing site preparation or construction of any improvements all Lot Owners must submit to the ACC for its approval two copies of the Lot Owners site plan, building plans, and specifications showing the nature, shape, height, materials, colors and location of the proposed improvement. The external design must be in harmony with existing structures within the particular plat and the location reasonable in relation to lot topography, surrounding structures and streets.

Section 2. Any dwelling or structure erected or placed on any land in the plats described in Article 1, Section 3 hereof shall be completed as to internal and external appearance, including finish painting, within twelve (12) months from date of start of construction except for reasons beyond the control of the builder, in which case the ACC may in its unlimited discretion, permit a longer period after written request to do so.

Section 3. No home, building or structure may be constructed by other than a contractor licensed as a general contractor under the statutes of the State of Washington unless prior approval of the ACC has been given. All homes, buildings or structures constructed shall be built of new material, with the exception of decor items such as used brick, weathered planking, and similar items, the determination of the ACC to be rendered as to whether a used material is a decor item or not. Concrete paving or an ACC approved alternative will be required on all driveways.

Section 4. No residential single-family building shall be located on any Lot nearer to the front, side or rear lot lines or nearer to a side street than the minimum building setback lines specified by government ordinance. The ACC shall determine by rule the impact of adjacent Common Property on the setback requirements. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building,

provided, however, that this shall not be construed to permit any portion of a building on a Lot to be closer than thirty (30) inches to any lot line.

Section 5. Reserved

Section 6. No fence, wall or hedge shall be erected or placed on any Lot nearer to any street than the building setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said wall. Fences bordering greenbelt areas shall be of natural materials not to exceed six (6) feet in height. If a chain link fence is approved by the ACC it shall not be visible from any Street or Common Property.

Section 7. The additional building restrictions contained in the Declaration of Covenants, Conditions and Restrictions Applicable to Harbour Pointe Sector 2 filed under Snohomish County Auditor's Filing Number 83311020309 shall remain in full force and effect for the plat of Harbour Pointe, Sector 2. These restrictions are enumerated as paragraphs 1 through 8 of that document and Exhibit "A".

Section 8. The Covenants, Conditions and Restrictions contained in an Amendment dated September 27, 1986 and recorded under Snohomish County Auditor's File Number 8510010169 shall remain in full force and effect for the Plat of Sector 6, Division II.

Section 9. The front yard landscaping will include all of the adjacent public street right of way along the lot frontage out to the edge of the hard surfaces of the public street, Each lot owner shall be responsible for installing and maintaining the landscaping within this adjacent right of way.

ARTICLE VIII

LAND USE RESTRICTIONS

Section 1. Lots may be used only for single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than for one detached single family dwelling not to exceed two stories in height, a private garage for not more than three cars, and such other buildings as may be approved by the ACC for the plat in which the improvement is to be located.

Section 2. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or any other outbuilding shall ever be used on any land as a residence, either temporarily or permanently; provided, however, that a temporary structure or trailer may be used for security personnel hired by Declarant or by licensed builders to provide security protection to their buildings under construction. All lots must be used for residential purposes only.

Section 3. All signs displayed to public view in a particular plat must be approved by the ACC for that plat. No signs shall be displayed on Common property unless approved by the ACC. "For Sale" signs, political election signs and garage sale signs not to exceed 24 inches high and 36 inches long are excluded. However they shall be removed by the day after the event. Any sign displayed shall not obstruct sidewalks or roadways.

Section 4. No slope area (greater than thirty percent (30%) slope) shall be denuded of its natural vegetation. All roof drains and area storm drains shall be connected to the public storm sewer system unless an alternate system is approved by the ACC. The purpose of this covenant is to prevent erosion of the slope areas.

Section 5. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed or maintained within the property governed by this Declaration. All Owners and builders shall use underground service wires to connect their premises and the structures built thereon to the underground electric or telephone utility facilities.

Section. No individual water supply system shall be permitted on any Lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of Public Health authorities. Approval of such system as installed shall be obtained from such authority.

Section 7. No individual sewage disposal system shall be permitted on any Lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of Public Health authorities. Approval of such system as installed shall be obtained from such authority.

Section 8. The following activities shall not take place in or upon the Common Property in any particular plat without the prior written approval of the Association for that plat:

(a) No motorized vehicles of any kind shall be allowed except for common area maintenance and construction purposes.

(b) No leaves, rocks, dirt or yard rakings shall be dumped.

(c) No boats or motor vehicles shall be parked or stored.

(d) No sheds, gardens, bulkheads or other structures or personal improvements shall be constructed or maintained.

(e) No trees, bushes, or brush shall be cut or mutilated.

Section 9. 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 (not to exceed two of each) provided that they are not kept, bred, or maintained for any commercial purpose. No dangerous animals may be kept by any Owner.

Section 10. No land in any plat described in Article 1, Section 3 hereof shall be used as dump for trash or rubbish of any kind. All garbage and other waste shall be kept in sanitary containers, properly screened, and shielded from adjacent properties. Each Lot owner shall be solely responsible for the prompt and regular removal and disposal of all of his garbage and rubbish.

Section 11. No noxious or offensive activity shall take place on any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No trucks (except trucks weighing 10,000 pounds or less), motor homes, mobile homes, campers, trailers, boats, recreational vehicles or inoperable cars shall be stored (stored meaning more than three (3) days) on any property governed by this Declaration within view of any roadway or residential Lot.

Section 2. All buildings and other structures shall be maintained in good condition, and kept properly painted or stained. All trees, hedges, shrubs, flowers and lawns shall be regularly maintained and cultivated.

ARTICLE IX

**INTERPRETATION, ADMINISTRATION
AND ENFORCEMENT OF THESE COVENANTS**

Section 1. The Association for each plat may at all reasonable times enter upon any Lot within the plat it is affiliated with for the purpose of performing its functions under this Declaration. The Board of Directors of each Association shall have authority to adopt and publish reasonable rules and regulations governing the use of the Common Property and interpreting this Declaration.

Section 2. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. This right of enforcement shall be limited to the property contained within the plat in which such Owner's Lot is located and, for the Associations, to the property within the plat which the specific Association governs. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The violator(s) shall be responsible for all costs incurred in enforcing this Declaration, including reasonable attorney's fees. An Association may add any such costs due to it to the next regular annual assessment of the offending Owner(s).

Section 3. No building construction, landscaping, remodeling or alteration work which has been commenced shall be deemed in violation of these Covenants if the same was authorized by ACC permits issued pursuant to Articles VI through VIII of these Covenants.

Section 4. The Associations, their officers, Boards of Directors, Architectural Control Committees and any agents or employees shall not be liable to any person for acts and omissions done in good faith, in the interpretation, administration and enforcement of these covenants.

Section 5. If a vacant Lot or unoccupied home on a Lot is not maintained in accordance with Article VIII of this Declaration after ten (10) day written Notice from the Association, then the Association shall have a right of entry onto the Lot to accomplish such work and the reasonable cost of such work shall be added to the current regular annual assessment for that Lot

ARTICLE X

AMENDMENT

Section 1. The covenants conditions and restrictions of this Declaration shall exist independently for each plat described in Article 1, Section 3 hereof. Any amendment or termination for a particular plat shall apply only to that plat. The covenants, conditions and restrictions of this Declaration shall run with and bind the land within each plat described in Article 1, Section 3 hereof for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive ten (10) year periods until terminated by an instrument approved by sixty-seven percent (67%) of the votes entitled to be cast. The term of this Declaration shall supersede the termination date of the original Declaration for each sector of Harbour Pointe included under this Declaration. This Declaration may be amended for a particular plat at any time by an instrument approved by sixty-seven percent (67%) of the votes entitled to be cast within that specific plat.

Section 2. For purposes of this Article, Owners of single-family residential lots within a particular plat shall have one (1) vote per lot, and Declarant shall have three (3) votes for each Lot it owns within such plat. Voting rights shall be established independently for each plat described in Article 1, Section 3 hereof.

Section 3. Any termination or amendment under Section 1 must be executed and acknowledged by the officers of the Association for the particular plat involved, and recorded with the Snohomish County recording office. It shall describe the amendment, state that it was duly adopted at a regular or special meeting of the Association membership and that the required votes for approval were obtained.

Section 4. FHA/VA Approval: As long as Declarant holds a majority of the voting rights within any Association, the amendment of this Declaration for a particular plat shall require the prior approval of the Federal Housing Administration or the Veterans' Administration.

ARTICLE XI

SEVERABILITY

Invalidation of any one of these covenants or restrictions by Judgment or court order shall in no way affect or invalidate any other provision, which shall remain in full force and effect.

ARTICLE XII

NOTICES

Notices hereunder shall be effective when personally delivered or mailed postage prepaid to the last known address of the person(s) who appear(s) as Owner on the Association records at the time of such mailing.

IN WITNESS WHEREOF, the undersigned, being the Board herein, has hereunto set its hand this 23rd. day of March, 1998,

BOARD OF DIRECTORS:

By: William Clos, Board Member

By: Gary Streicher, President