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Waldenwood West Homeowners Association
3916 114th Street SE
Everett, WA 98208


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SNOHOMISH COUNTY, WASHINGTON

Document Title: *Amended*
COVENANTS, CONDITIONS AND RESTRICTIONS

Reference Numbers of related documents:
9405190512 and ~~9509090357~~

Grantor:
Waldenwood West Homeowners Association

Grantee:
Public

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

Complete legal on page ____

Assessor's Property Tax Parcel/Account Number:

Additional parcel #'s on page ____

The Auditor/Recorder will rely on the information provided on this form. The responsibility for the accuracy of the indexing information is that of the document preparer.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

N/A
Signature of Requesting Party

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

WALDENWOOD WEST HOMEOWNERS ASSOCIATION
(Revised and Restated as of March 18, 2004)

THIS REVISED DECLARATION, made this 18th day of March 2004 by WALDENWOOD WEST HOMEOWNERS ASSOCIATION, a Washington Corporation, hereinafter called "Association", previously by BURNSTEAD CONSTRUCTION COMPANY, a Washington Corporation, hereinafter called "Developer",

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this declaration and desires to create thereon a residential community with permanent landscape entry areas, recreational facilities and other residential amenities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities of said community and for the maintenance of said landscape areas, open spaces, common recreational areas and other common facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Washington, as a non-profit corporation, the WALDENWOOD WEST HOMEOWNERS ASSOCIATION, for the purpose of exercising the functions aforesaid:

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I
Definitions

Section 1: The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to Waldenwood West Homeowners Association.
- (b) "Developer" shall mean and refer to Burnstead Construction Company.
- (c) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article 2 hereof.

(d) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties and shall include entry landscaping, Tracts 1, 2, 3 & 4, and other open spaces.

(e) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of common Properties and heretofore defines.

(f) "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of the fee simple title to any lot or Living Unit situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgage unless and until such mortgage has acquired title pursuant to the foreclosure or any proceeding in lieu of foreclosure,

(g) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Section 3.1 hereof.

ARTICLE II
Property Subject to This Declaration:
Additions Thereto

Section 1: Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Snohomish County, Washington, and is more particularly described as follows:

The Plat of WALDENWOOD WEST, according to the plat recorded in Volume 57 of Plats, pages 5 thru 9, records of Snohomish County, Washington,

all of which real property shall hereinafter be referred to as "Existing Property."

Section 2: Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Additions of Other Divisions. Upon the recording of other subdivision plats of Waldenwood West, said additional divisions shall upon written election become subject to this Declaration at the date of filing with the Snohomish County Recorder.

(b) Additions Upon Approval. Upon approval in writing by the Board of Directors of the Waldenwood West Homeowners Association as provided in its Articles of Incorporation, adjoining property may be added and be subject to the jurisdiction of the Waldenwood West Homeowners Association.

(c) Mergers. Upon a merger of or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the association as a surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the Existing Property except as hereinafter provided.

ARTICLE III
Residential Area Covenants

Section 1: Land Use and Building Type. All building sites in the tract, excluding designated recreational areas, shall be known and described as residential building sites. No structures shall be erected, altered, placed or permitted to remain on any building site other than one detached single family dwelling not to exceed two and one-half (2½) stories in height, a private garage for not more than three (3) cars, guests houses, and other outbuildings incidental to residential use of the premises. All zoning and land use ordinances, rules and regulations of Snohomish County, Washington, as found in the Snohomish County Land Uses Codes, shall apply to all Lots.

Section 2: Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street than 20 feet to the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line. No building shall be located nearer than 5 feet to the rear of lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot, Tract, or Native Growth Protection Easement. All zoning and land use ordinances, rules and regulations of Snohomish County, Washington, as found in the Snohomish County Land Use Codes, shall apply to all lots.

Section 3: Easements. Easements for installation and maintenance of the utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet and the side two and one-half feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and 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 improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Section 4: Nuisances. 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 the neighborhood. Nothing shall be done or maintained on any lot or within any Dwelling which may be or may become an annoyance or nuisance to the neighborhood or other Owners within the Property or other activity which may or does detract from the value of the Property.

Section 5: Temporary Structures. No structure of a temporary character, trailer, basement, tent shack, garage, barn or any other outbuilding shall be used on any lot at any time as a residence for a period longer than fourteen (14) days.

Section 6: Construction Period. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting, within six (6) months from the date of start of construction except for reasons beyond control in which case a longer period may be permitted, if authorized by the Architectural Control Committee.

Section 7: Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period. Political yard signs of not more than five (5) square feet are allowed during campaign periods.

Section 8: Animals and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other small household animals or birds may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

Section 9: Garbage. No lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 10: Fences. No fence, wall, or hedge shall be permitted to extend nearer to any street than the minimum setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said retaining wall. Exemptions to this paragraph may be granted by the procedure specified in Article IV (Architectural Control Committee). No fence, wall, hedge, or other obstruction shall be permitted to intrude into the buffer zones. All fences in the front and/or back yard shall be of wooden material.

Section 11: Oil and Mining Operation. Oil drilling, oil development operations, refining, mining operation of any kind, or quarrying shall not be permitted upon or in any of the building sites in the tract described herein, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building sites covered by these covenants.

Section 12: Campers, Trailers and Recreational Vehicles. The keeping of a boat, boat trailer, camper, mobile home, recreational vehicle or travel trailer, cars, or similar objects, either with or without wheels, on any parcel of property covered by these covenants is prohibited unless written permission is granted by the procedure specified in Article IV (Architectural Control Committee) providing for storage to be no less than 30 feet to front lot line, or nearer than 30 feet to any side street line; provided, however, that such personal property or vehicle shall be adequately screened and/or within a structure either of which has been architecturally approved by provisions of Article IV. Bonafide guest recreation vehicles are exempt from this provision for a period not to exceed 14 days. The Association may remove, or cause to be removed, any unauthorized vehicle at the expense of the Owner in any manner consistent with law.

Section 13: TV Antennas. No antenna, which extends more than five (5) feet above the structure or four (4) wide or long or in diameter shall be permitted unless approved architecturally by provisions of Article IV.

Section 14: Covenants Running With Land. These covenants are to run with the land and shall be binding on all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then-owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Section 15: Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage.

Section 16: Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 17: Owners Maintenance Responsibilities. All sections as written.

ARTICLE IV Architectural Control Committee

No building, fence, retaining wall, deck, patio, sports court, deck, patio, sports court, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, shape, height, color, materials, and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board.

Section 1: Responsibilities. The Architectural Control Committee shall have the primary responsibility of interpreting and enforcing the rules and regulations of building and improvements subject to the procedures hereinafter set forth.

Section 2: Power of the Architectural Control Committee. The Architectural Committee shall have the following powers:

(a) To review and approve, disapprove and conditionally approve all plans, submittals, applications and requests made or tendered to it by Owners, or their agents, pursuant to its rules and regulations. In connection therewith the Architectural Control Committee shall investigate and consider the architecture, design, layout, color materials, landscaping, fence details, and other exterior features of the proposed improvement.

(b) To require the submission of site plans, diagrams, photographs, materials or other presentation material as may be necessary for complete review and consideration of the proposed development. All such plans and specifications shall be submitted in writing in duplicate and each shall be signed by the Owner of the Lot or his authorized agent.

(c) To adopt criteria, consistent with the purpose and intent of this Declaration, to be used in making its determination to approve, disapprove or conditionally approve any matter submitted to it for decision.

Section 3: General Rules of Architectural Control Committee. The Architectural Control Committee shall adopt such reasonable and uniform rules of architectural control as the Board of Directors may prescribe, including, but not necessarily limited to the following:

1. No outbuilding or structure of any kind may be built on a platted residential lot before construction of a permanent residence.

2. No construction of a dwelling may be started on a platted residential lot without first obtaining:

(a) A building permit from the proper local governmental authority, and

(b) Written approval from the Board of Directors of the Association or the Architectural Control Committee designated by it pursuant to Article IV of these covenants.

(c) Each single family residence on a platted residential lot shall contain a minimum floor area of 1200 square feet if a one story residence, and 1600 square feet if more than a one story residence, exclusive of open decks (covered or uncovered) garages, covered carports, sheds or outbuildings.

(d) Garages on platted residential lots may be detached from the main dwelling structure. However, carports must be a part of the main dwelling structure or connected to it by a roof or fence. At least two sides of a carport must be enclosed. The design and roof materials of garages and carports shall be compatible with those of the main dwelling.

Section 4: A Designation of a Representative. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

Section 5: Committee Decisions. The committee's approval or disapproval as required in these covenants shall be in writing. The Board of Directors of the Association or the Architectural Control Committee designated by it shall determine whether any given use of a platted residential lot unreasonably interferes with any given use of a platted residential lot unreasonably interferes with any abutting owners use of his property, and such determination shall be conclusive. In the event the committee, or its designated representative, fails to approve within forty-five (45) days after plans and specifications have been submitted, 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.

Section 6: Transfer of Authority. Notwithstanding any of the above provisions to the contrary, it is intended that the initial Architectural Control Committee shall remain in office until the happening of the earlier of the following events:

(a) when the Developer, BURNSTEAD CONSTRUCTION COMPANY, has completed all phase of the construction and development of the plat of WALDENWOOD WEST, including its several divisions thereof to be added; or

(b) on the 1st day of January 1997

Upon the happening of either of the above referenced events, the authority of the Architectural Control Committee shall automatically transfer to WALDENWOOD WEST HOMEOWNERS ASSOCIATION, a non-profit corporation, for the designation of such new committee members as provided hereinabove by the Board of Directors of said corporation.

ARTICLE V
Property Rights in Common Properties

Section 1: Members' Easements of Enjoyment. Subject to the provisions of Section 3 below, every member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 2: Title to Common Properties. The Developer may retain the legal title to the common Properties, if any, until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but notwithstanding any provision herein, the Developer hereby covenants, for itself, its heirs and assigns, that it shall convey the Common Properties to the Association no later than the 1st day of January 1995.

Section 3: Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer and of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of the default upon any such mortgage the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of members hereunder shall be fully restored; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and

(c) The right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed sixty (60) days for an infraction of its published rules and regulations; and

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and

(e) The right of the Association to donate all operating and capital surpluses in excess of anticipated maintenance, replacement and capital improvement requirements to qualified public and private charitable uses; and

(f) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as signed by Members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action there under is sent to every Member at least ninety (90) days in advance of any action taken.

ARTICLE VI
Covenant for Maintenance Assessments

Section 1: Creation of the Lien and Personal Obligation of Assessments. The Developer for each Lot owned by it within the Properties hereby covenants and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person or persons who was the Owner of such property at the time when the assessment fell due.

Section 2: Purposes of Assessment. The assessment levied by the Association shall be used exclusively for the purposes of promoting the recreation, health, safety and welfare of the residents in the Properties and in particular for the improvement and the maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon the Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

Section 3: Basis and Maximum Annual Assessments. The initial annual assessment shall be \$100 per year per Lot. From and after January 1994, the annual assessment may be increased by vote of the Members, as hereinafter provided, for the next succeeding three (3) years and at the end of each such period of three (3) years for each succeeding period of three (3) years.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

Section 4: Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3, above, the Association may levy in an assessment 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 a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5: Changes in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessment fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 2(c) hereof.

Section 6: Quorum For Any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Section 4 and Section 5 hereof, the presence at the meeting of Members or of proxies entitled to cast fifty (50) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forth coming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7: Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on January 1, 1994. The assessments for any year, after the first year, shall become due and payable on the first day of January of said year. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8: Duties of the Board of Directors. The Board of Directors of the Association shall fix the dates of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date of period and shall, at the time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time furnish to any owner liable for said assessment, a certificate in writing assigned by an officer of the Association, setting forth whether said assessments has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. The cost of preparing such a statement may be charged to the Owner requesting it.

Section 9: Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of the Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then-Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then-Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten (10) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

Section 10: Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceedings in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11: Exempt Property. The following property subject to this Declaration shall be exempted from the assessment charge and lien created herein:

(a) All properties to the extent of any easement or other interest therein dedicated and accepted by a local public authority and devoted to public use;

(b) All Common Properties as defined in Article I Section 1 hereof; and

(c) All properties exempted from taxation by the law of the State of Washington, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VII General Provisions

Section 1: Duration. The covenants and restrictions of the Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owners of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2: Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3: Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4: Severability. Invalidation of any one of these covenants or restrictions by judgment or Court Order shall in no way affect any other provision which shall remain in full force and effect.

Section 5: FHA/VA Approval. In the event there is at least one outstanding loan guaranteed by either the Federal Housing Administration or the Veteran's Administration, the following actions will require the prior approval of the Federal Housing Administration or the Veteran's Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

