

AFTER RECORDING RETURN TO:
PERYEA SILVER TAYLOR
 1200 Fifth Ave., Suite 1550
 Seattle, WA 98101

**AMENDMENT TO CEDAR DOWNS I
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

GRANTORS:	CEDAR DOWNS HOMEOWNER’S ASSOCIATION, a Washington non-profit corporation
GRANTEES:	CEDAR DOWNS HOMEOWNER’S ASSOCIATION, a Washington non-profit corporation; CEDAR DOWNS; THE GENERAL PUBLIC
LEGAL DESCRIPTION(S):	CEDAR DOWNS: DIVISION 1 (LOTS 1-55 INCLUSIVE), ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 98 OF PLATS, PAGES 71-73; DIVISIONS 2 (LOTS 1-20 INCLUSIVE) AND 3 (LOTS 1-30 INCLUSIVE); ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 107 OF PLATS, PAGES 13-14; DIVISION 5 (LOTS 1-45 INCLUSIVE), ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 108 OF PLATS, PAGES 81-82; AND DIVISION 7 (LOTS 1-20 INCLUSIVE), ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 124 OF PLATS, PAGES 40-41; ALL IN THE RECORDS OF KING COUNTY, WASHINGTON
TAX PARCEL ID NOS.:	144270-0020 – 144270-0550; 144271-0010 – 144271-0200 144272-0010 – 144272-0300; 144274-0010 – 144274-0450 144276-0010 – 144276-0200
DOCUMENT REFERENCE NOS.:	197607020614, 197509230631

DEPARTMENT OF ASSESSMENTS
 Examined and approved this _____ day of
 _____, 20_____

 Assessor

 Deputy Assessor

**AMENDMENT TO CEDAR DOWNS I
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

WHEREAS, certain real estate was conveyed subject to that Cedar Downs I Declaration of Covenants, Conditions and Restrictions recorded on February 2, 1976, under King County Recorder's ("KCR") No. 197607020614. The Declaration was amended by documents recorded under KCR Nos. 198302149042, 198503121106 and 198711250278.

The Plat Maps of Cedar Downs were recorded as follows: , Div. 1 recorded under KCR No. 197509230631, Div. 2 recorded under KCR No. 197806120721, Div. 3 recorded under KCR No. 197808150834, Div. 4 recorded under KCR No. 197911060584, Div. 5 recorded under KCR No. 197812050961, and Div. 7 recorded under KCR No. 198307260618.

WHEREAS, pursuant to Article X, Section 3 of the Declaration, a majority of the Board of Directors ("Board") of the Cedar Downs Homeowner's Association ("Association") voted to submit this Amendment to the owners for their approval. After proper notice to owners, seventy-five percent (75%) of owners consented in writing to amend the Declaration with regard to the amendments affecting the business and commercial use of lots (Part A of this Amendment, below), and seventy-five percent (75%) of the owners consented in writing to amend the Declaration with regard to other miscellaneous provisions (Part B the Amendment, below).

NOW, THEREFORE, the undersigned President or other designated officer of the Association certifies the Declaration to have been amended in the following particulars:

[Where indicated, single-strikethrough indicates deletions, double-underline indicates insertions]

PART A. *Article VIII, Section 4 of the Declaration is hereby amended as follows:*

Section 4. Business and Commercial Use of Property Prohibited Except As Allowed Below. ~~Where Designated on the Cedar Downs Comprehensive Plan.~~ No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any residential lot or building site, or within any building located on a residential lot or building site, nor shall any goods, equipment, vehicles (including buses, trucks and trailers or any description) or materials or supplies used in connection with any trade, service or business, wherever the same may be conducted, or any vehicle in excess of 6,000 pounds gross weight (including buses, trucks and trailers of any description) used for private purposes be kept, parked, stored, dismantled or repaired outside of any residential lot or on any street within the property nor shall anything be done in any residential lot which may be

~~or may become an annoyance or nuisance to the neighborhood. Members are allowed to work from home, operate home businesses or run any business protected by state law provided that they do not detract from the residential nature of the neighborhood including increasing traffic or noise. The Board reserves the right to determine whether a business is detracting from the residential nature of the neighborhood. If the Board determines that a business is detracting from the residential nature of the neighborhood, the homeowner will be required to cease the business activity. The Board may also require the homeowner to take steps to mitigate any detraction caused by the business activity. All inventory or supplies for a business must be contained within the residential dwelling or its attached garage.~~

The intent of this section is to give the Board discretion, so that in-home business activities such as telecommuting or working from the home in an unobtrusive manner is permitted, while giving guidelines as to what is undesirable use which is not compatible or in keeping with the residential character of the community.

~~No lot, building site or tract shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept appropriately stored in sanitary containers for proper disposal. Yard rakings, such as rocks, lawn and shrubbery clippings, and dirt and other materials resulting from landscaping work shall not be dumped into streets or ditches. The removal and disposal of all such materials shall be the sole responsibility of the individual lot owner. Should any individual lot owner or contract purchaser fail to remove any such trash, rubbish, garbage, yard rakings and other such materials from his property or the street and ditches adjacent thereto, within ten (10) days following the date on which notice is mailed to him by the Developer or Association, informing him of such violation, then Developer or the Association may have said trash removed and charge the expense of removal to said lot owner or purchaser. Any such charge shall become a continuing lien on the property, which shall bind the property in the hands of the then owner or contract purchaser, and his successors in interest. Such charge shall also be a personal obligation of the one who is the owner or contract purchaser of the lot involved on the date of removal as defined in Article VII.~~

~~Parking on any existing street will be limited by parking control signs. Violations will be handled by the Developer or the Association, who will have such vehicle removed from the prohibited area to a permissive area. Costs of removal of a vehicle will be charged to the vehicle owner. No owner or contract purchaser of any residential lot shall permit any vehicle owned by him or by any member of his family or by any acquaintance, and which is in an extreme state of disrepair, to be abandoned or to remain parked upon any street within the existing property for a period in excess of forty eight (48) hours. Should any such owner or contract purchaser fail to remove such vehicle within two (2) days following the date on which notice is mailed to him by the Developer or the Association informing him of a violation of this provision, the Developer or the Association may have such vehicle removed and charge the expense of removal to said owner or purchaser in accordance with the provisions of the immediately preceding paragraph and~~

Article VII. A vehicle shall be deemed to be in extreme state of disrepair when in the opinion of the Architectural Control Committee, its presence offends the reasonable sensibilities of the occupants of the neighborhood.

PART B. ***The following Declaration Sections are hereby amended as follows.***

A. ***The introduction of the Declaration is hereby amended as follows:***

WITNESSETH

Whereas, Developer is the owner of certain real property described as Cedar Downs Div. 1 as recorded in Volume 98 of Plats, Pages 71-73, Div. 2 and 3 as recorded in Volume 107 of Plats, pages 13-14 and Volume 107, pages 80-81, respectively, Div. 4 as recorded in Volume 113, pages 03-05, Div. 5 as recorded in Volume 108 of Plats, pages 81-82 and Div. 7 as recorded in Volume 124 of Plats, pages 40-41, records of King County, Washington; ~~and~~

Whereas, Developer will convey certain of the said properties subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth; and

NOW THEREFORE, Developer hereby declares that the properties described in ARTICLE II hereof shall be held, sold and conveyed, ~~subject to the easements for Cedar Downs Country Club, a Washington corporation~~ and the following easements, restrictions, reservations, charges, liens, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, restrictions, reservations, charges, liens, covenants, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof and shall inure to the benefit of each owner thereof.

B. ***Article I, Section 5 of the Declaration is hereby amended as follows:***

Section 5. "Common Properties" shall mean that certain real property owned by the Association for common use and enjoyment of the members of the Association and that property granted by the declaration in the plat of Cedar Downs Div. I more particularly described as follows:
Tract "A", ~~(Entry)~~ parcel no. 144270TRCT
Lot 1, ~~(Entry)~~ parcel no. 144272TRCT
~~Bridle Trails as indicated on Plat~~

C. Article I, Section 6 of the Declaration is hereby amended as follows:

Section 6. "Lot" shall mean any plot of land shown upon any recorded subdivision map of the properties with the exception of the common properties ~~and shall include properties shown as tracts to be used for townhouses~~ and shall include divisions 1,2,3,4,5 and 7. Provided, however, that in the event a single family dwelling, its surrounding grounds and its garage or carport are so constructed as to be located on two or more contiguous "Lots", all of said contiguous lots, fronting on the same street, shall be considered as one single "lot" for the purpose of determining assessments pursuant to Article VI of this Declaration and for the purpose of reserving appropriate utility easements pursuant to Article VIII, Section 7 of this Declaration.

D. Article I, Section 8 of the Declaration is hereby amended as follows:

Section 8. "Owner" shall mean the record owner, whether one or more persons or entities ~~and specifically including the Developer~~ of a fee simple title to any lot or lots which are a part of the properties, but shall not include a contract seller or mortgagee.

E. Article I, Sections 10 and 11 of the Declaration are hereby deleted in their entirety.

F. Article II of the Declaration is hereby amended as follows:

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this declaration is located in within the City of Maple Valley, King County, Washington, and is described as:

CEDAR DOWNS DIV. 1

~~according to plat thereof~~ as recorded in Volume 98 of Plats, pages 71 through 73,

Div. 2 and 3 as recorded in Volume 107 of Plats, pages 13-14, and Volume 107, pages 80-81, respectively,

Div. 4 as recorded in Volume 113, pages 03-05

Div 5 as recorded in Volume 108 of Plats, pages 81-82 and

Div. 7 as recorded in Volume 124 of Plats, pages 40-41,

Records of

King County, Washington

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

G. Article III of the Declaration is hereby amended as follows:

ARTICLE III MEMBERSHIP IN THE ASSOCIATION

Every person or entity who is the contract purchaser or record owner of fee interest in any lot or lots which are subject by covenants of record to assessments by ~~the Developer or the Association and Cedar Downs County Club~~ shall be a member of the Association: Membership shall be appurtenant to and may not be separated from ownership of or a contract purchaser's interest in any lot which is subject to assessment by ~~the Developer or the Association~~.

H. Article IV of the Declaration is hereby amended as follows:

ARTICLE IV

No person shall have more than one (1) membership regardless of the number of lots owned or being purchased, and the interest of each member shall be equal to that of any other member, and no member may acquire any interest which shall entitle ~~him~~ them to any greater voice, vote or authority in the Association than any other member ~~except that the interest of Cedar Downs Country Club shall be as hereinafter defined.~~

I. Article V, Section 1 of the Declaration is hereby amended as follows:

Section 1. Member's Easements of Enjoyment. Every member shall have the 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, or contract purchaser's interest in, every assessed lot or building site, subject to:

- a) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purposes of improving the common property and facilities and in aid thereof to mortgage said property but the rights of such mortgagee in said property shall be subordinate to the rights of the members hereunder;
- b) The right of the Association to take such steps as are reasonably necessary to protect such mortgaged property against foreclosure.

- c) The right of the Association to suspend the voting rights of a member for any period during which any assessment against ~~his~~ their lot remains unpaid or at any time that any other assessment against the member remains unpaid and for a period not to exceed thirty (30) days for any infraction of the Association's published rules and regulations. ~~During the developmental period the Association shall be required to exercise its right to suspend the voting rights of a member for non-payment of an assessment, upon the request of the Developer;~~
- d) The right of the Association to dedicate or transfer all or any part of the common properties to any governmental unit or public agency or authority or public utility for the purposes of providing appropriate services to the owner.
- e) ~~During the developmental period, the exercise of all of the rights and powers set forth in subparagraphs (a), (b) and (d) shall require the prior approval of the Developer.~~

J. Article VI, Section 1 of the Declaration is hereby amended as follows:

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner or contract purchaser of any lot or lots of building sites by acceptance of a deed or real estate contract therefore, whether it shall or shall not be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Developer during the developmental period, and thereafter to the Association, as hereinafter provided: (1) Monthly assessments or charges, and (2) Special assessments for capital improvements, as hereinafter provided. The monthly 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 continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and costs of collection thereof (including reasonable attorney's fees) shall also be the personal obligation of the person who was the owner, contract purchaser or member of such property or membership at the time when the assessment fell due. The personal obligation shall not pass to ~~his~~their successors in the title unless expressly assumed by them: Provided, however, that in the case of a sale or contract for the sale of (or an assignment of a contract purchaser's interest in) any lot or building site which is charged with the payment of an assessment or assessments payable in installments, the person or entity who is the owner or contract purchaser immediately prior to the date of such sale, contract or assignment shall be personally liable only for the amount of the installments due prior to said date. The new owner or contract purchaser shall be personally liable for installments which become due on and after said date.

K. Article VI, Section 2 of the Declaration is hereby amended as follows:

Section 2. Purpose of Assessments. The assessments shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the members, including, without limitations, the construction, establishment, improvement, repair and maintenance of the common properties and services and facilities related to the use and enjoyment of the common properties, ~~a private patrol supplementing municipal fire and police protection for residents of the properties,~~ the payment of taxes and insurance on the common properties, the installation and maintenance of the entry planting areas on the streets located within the subdivision, and perimeter fencing.

L. Article VI, Section 3 of the Declaration is hereby amended as follows:

Section 3. Amount of Monthly Assessments. The amount of the monthly assessments shall be as follows:

- a) During the developmental period each owner or contract purchaser shall pay to the Developer an amount not to exceed seven dollars and fifty cents (\$7.50) per month, per lot or building site, as defined in Section 6, Article 1 (subject to increase pursuant to the provisions of this Section 3 and of Section 4 of this Article VI and an amount not to exceed seven dollars and fifty cents (\$7.50) per month times two-thirds (2/3) the maximum allowable density of units in any planned multi-family development within the existing property, ~~and Cedar Downs Country Club~~ shall be the equivalent of thirteen (13) lots, which funds shall be used for the purposes provided in Section 2 of this Article VI and for no others. The extent of the expenditures for the purposes specified shall be determined by the Developer. If the amount of any such expenditures to be made in any calendar year during the developmental period will exceed the amount of the total assessments received by the Developer, the Developer hereby covenants and agrees to advance the excess amount involved out of its own funds. If at any time the amount of the Developer's advances hereunder shall, due to unforeseen circumstances, become excessively burdensome, the Developer may increase the amount of monthly assessment, subject to approval, by a vote of two-thirds (2/3) of the members voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

- b) Upon termination of the developmental period each owner or contract purchaser, multi-family owner ~~and Cedar Downs Country Club~~ as defined in Article VI, Section 3, Sub-paragraph a) shall pay to the Association a maximum monthly assessment of \$10.00 a month per lot or building site (or, in the event that said amount has been increased as provided in the preceding Sub-paragraph a) or in Section 4 of this Article VI; provided that said maximum monthly assessments may be increased by the Association with the consent of two-thirds (2/3) of the members voting in person or by proxy, at a meeting duly called for such purposes, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. After consideration of current maintenance costs and future needs of the Association, the Board of Trustees may fix the monthly assessment at an amount less than the maximum monthly assessment. The maximum monthly assessment may be increased by the Association without the assent of two-thirds (2/3) of the members as provided in Section 4 of this Article VI.

M. Article VI, Section 5 of the Declaration is hereby amended as follows:

Section 5. Special Assessments for Capital Improvements. In addition to the monthly assessments authorized above, the Association may levy special assessments for capital improvements upon the common properties. Any such levy by the Association shall be as provided in the Articles of Incorporation and/or By-Laws of the Association, ~~and during the developmental period shall require approval of the developer.~~

N. Article VI, Section 8 of the Declaration is hereby amended as follows:

Section 8. Effect on Nonpayment of Assessment – Remedies. If any assessment is not paid within thirty (30) days after it was first due and payable, the assessment shall bear interest from the date on which it was due at the rate of ten percent (10%) per annum, and the Developer or, upon termination of the developmental period, the Association may bring an action at law against the one personally obligated to pay the same and/or foreclose the lien against such property or membership, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment and all such sums shall be included in any judgment or decree entered in such suit. No owner or contract purchaser or member shall be relieved of liability for the assessments provided for herein by non-use of the common properties or abandonment of ~~his~~their lot.

O. Article VI, Section 10 of the Declaration is hereby amended as follows:

Section 10. Exempt Property. The following property subject to this declaration shall be exempt from the assessments created herein:

- a) ~~All properties owned by the Developer;~~
- b) All properties dedicated to and accepted by a local public authority;
- c) All Common Properties; and
- ~~d) Cedar Downs Country Club except as provided in Article VI, Section 3 herein.~~

However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

P. Article VII of the Declaration is hereby amended as follows:

ARTICLE VII EXTERIOR MAINTENANCE

~~The Developer during the developmental period, and thereafter the Association, shall maintain all common properties and facilities, and the entry to the Association and all cul-de-sac planters located on streets within the properties.~~ Each individual owner or contract purchaser shall be obligated to provide exterior maintenance on their own lot. However, in the event an owner or contract purchaser of any lot subject to assessment shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Architectural Control Committee provided for in Article VIII, Section 2, ~~the Developer or the Association, as the case may be~~ shall have the right, through their agents or employees, to enter upon said premises and to repair, maintain and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the monthly assessment of the lot on which that work was performed.

Q. Article VIII, Section 2 of the Declaration is hereby amended as follows:

Section 2. Architectural Control and Control Committee. No building shall be erected, placed or altered on any lot or building site (single-family, detached, multifamily or commercial) on the property until the building plans, specifications and plot plan showing the nature, kind, shape, height, materials and location of such building or buildings have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to the location of the building with respect to the topography and finished ground elevation by the ACC Committee, ~~by a committee composed of Richard Standaert, Carolyn Burke, A. Bruce Calkins, during the developmental period. At the end of the development period or when 50 residences are built and occupied, a permanent committee shall be formed as follows: The Association shall appoint a minimum of two members from the list of homeowners actually residing in the subdivision of Cedar Downs and a minimum of two members of the Board of Directors and the Cedar Downs Country Club shall appoint one member. The death, resignation or removal of any member shall be replaced by the agency which made the original appointment.~~ The ACC Committee shall be composed of not less than two (2) members of the Board. The remaining members of the ACC Committee, if any, may be comprised of any members of the Association who volunteer for such service. The Board shall appoint the members of the ACC Committee and may remove and replace any ACC Committee member with or without cause. During the absence of any member, the remaining member or members shall have full authority to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to the committee and if no suit to enjoin the erection of such buildings or the making of such alterations has been commenced prior to the completion of construction, such approval shall not be required and this covenant shall be deemed to have been fully complied with.

All building plans, specifications, plat map and landscape plans shall be submitted for approval to and be in accordance with the procedure established by the Cedar Downs Architectural Control Committee. It shall be the obligation of each owner to familiarize ~~himself~~themselves with the rules, regulations and procedures of the committee.

R. Article VIII, Section 7 of the Declaration shall be amended as follows:

Section 7. Utility Easements. ~~On each lot, an easement is granted to the Association under and upon five foot strips of land adjacent to front and rear boundary lines and to side street boundary lines and under and upon two and one-half (2½) foot strips of land adjacent to the side~~

~~boundary lines (except any side street boundary lines) for utility installation and maintenance, including but not limited to, power, telephone, water, sewer, drainage, gas, etc., together with the right to enter upon such lots at all times for said purposes. Additional utility easements are granted to the Association as shown on the recorded plat and others may be recorded by the Association as Grantor~~[Placeholder to preserve numbering].

S. Article VIII, Section 10 of the Declaration is hereby amended as follows:

Section 10. Signs. No signs shall be erected or maintained on any residential lot in the subdivision except that not more than one Committee approved “for sale” or “for rent” ~~or legally allowed~~ sign may be displayed on any lot, not more than one security sign may be displayed on any lot, and political yard signs may be displayed on any lot before any primary or general election.

T. Article VIII, Section 12 of the Declaration is hereby amended as follows:

Section 12. Building and Fence Setback and Fence Requirements. No building or structure shall be located nearer to the front line of the lot or nearer to the side street line than the building setback lines hereinafter provided. No building shall be located on any residential lot nearer than twenty (20) feet to the front lot line, nor nearer than an average of twenty (20) feet to any side street line, nor nearer than an average of twenty (20) feet to the rear lot line, except detached garage. No portion of any building shall be located nearer than five (5) feet to any (non-street) side lot line. A detached garage may be located within five (5) feet of the rear lot line, except where the rear lot line abuts a street or trail in which case the garage shall be located no nearer than twenty (20) feet to the rear lot line unless approved by the Architectural Control Committee as provided for in Article VIII, Section 2 hereof. ~~No fence, wall, hedge, or mass planting other than foundation planting shall be permitted to extend nearer to any street than the minimum setback line of the residence, 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, provided, however, that no fence, wall, hedge, or mass planting shall at any time, where permitted, extend higher than six (6) feet above ground.~~ Fences shall be well constructed of suitable fencing materials and maintained in good condition. Fences shall be artistic in design and shall not detract from the appearance of the dwelling house located on the adjacent lots or building sites or in the opinion of the Committee be unreasonably offensive to the owners or occupants thereof and shall be approved by the Committee. Landscaping on each lot shall be maintained in a manner that is not unreasonably offensive and does not detract from the residential nature of the neighborhood. No radio or television antennas

shall be permitted to extend more than ten (10) feet above the roof line of any residence without the written approval of said Committee. Antennas must comply with federal laws and with the aesthetic considerations of the community and must be approved by the ACC.

No permanently installed clothes line shall be allowed, however, umbrella or retractable type lines may be used where they cannot be seen from any street ~~or fairway~~ and in the opinion of the Committee are not objectionable to adjacent properties or residences.

The Architectural Control Committee shall have the authority in an individual case to make such exceptions to the building setback and fence location requirements set forth herein as said Committee shall in its controlled discretion deem necessary or advisable. The ACC or Board may adopt rules and regulations to further clarify, interpret, and enforce the building and fence setback and fence requirements outlined in this Section.

U. Article VIII, Section 13 is hereby added to the Declaration as follows:

Section 10. Parking. No vehicle shall be kept, parked, stored, dismantled, or repaired outside of a lot or on any street within the property. In the event of a violation of this provision, the Association shall provide written notice to the vehicle owner. If the vehicle is not removed within seven (7) calendar days of the date of such notice, the Association may, at its discretion, arrange for the vehicle's removal and the associated expenses shall be the responsibility of the vehicle owner. The Architectural Control Committee shall have the authority to determine if a vehicle is in an extreme state of disrepair based on whether its condition reasonably offends the sensibilities of the neighborhood's occupants.

V. Article VIII, Section 14 is hereby added to the Declaration as follows:

Section 14. Waste Disposal. No lot shall be used as a dumping ground for trash or rubbish. All garbage and other waste must be stored in sanitary containers for proper disposal. Yard waste, including rocks, lawn and shrubbery clippings, dirt, and other landscaping materials, shall not be deposited in streets or ditches. The removal and disposal of all such waste is the sole responsibility of the lot owner. If a lot owner fails to remove any such waste from their lot or adjacent streets and ditches within thirty (30) days of receiving notice from the Association, the Association may arrange for its removal, and the cost will be charged to the lot owner. This charge will constitute a continuing lien on the property and a personal obligation of the owner or purchaser at the time of removal, as defined in Article VII.

W. Article IX of the Declaration is hereby amended as follows:

ARTICLE IX SPECIAL COVENANTS

Section 1. Underground Utilities. Any electrical service cable running from any residence on any lot to the nearest junction box or secondary pedestal shall be installed underground.

Section 2. Each lot owner shall have the right to set aside an area for the tethering of horses subject to approval of the Architectural Control Committee.

~~Section 3. No motorized vehicles (other than equipment used for maintenance or construction) shall be operated on the trails. [Placeholder to preserve numbering].~~

~~Section 4. Drainage easements as shown on the plat contiguous to lots 1, 33 and 34 are hereby granted and conveyed to King County. [Placeholder to preserve numbering].~~

~~Section 5. Div. 1. Lots 54, 55 and 56 have an equal and undivided interest in tract "B" and shall be responsible for maintenance thereof.~~

~~Section 6. No member shall operate or launch a motor-driven boat (except an electric type) from the property owned by Cedar Downs, Inc., fronting on Pipe Lake.~~

~~Section 7. Driveways extending from a dwelling to a road shall be constructed of concrete unless a substitute material is approved by the Architectural Committee.~~

X. Article IX, Section 1 of the Declaration is hereby amended as follows:

Section 1. Enforcement. The Association, ~~the Developer~~ and each owner and/or contract purchaser of a lot or lots subject to this declaration, 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 declarations: ~~Provided, however, that the Developer's right to enforce the provisions of this declaration shall terminate at such time as the Developer shall cease to be the owner of a lot or lots subject to this declaration.~~ Failure of the Association, ~~the Developer~~ or any such owner or contract purchaser to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The prevailing parties in any litigation involving the enforcement of these covenants shall be allowed reasonable attorney fees and court costs.

Y. This Amendment shall take effect upon recording. The terms of this Amendment shall control over and implicitly amend any inconsistent provision of the Declaration or the Bylaws of the Association. Except as amended by this instrument, the Declaration shall remain in full force and effect.

[signatures on following page(s)]

