

LOCATION: N.E. 132nd St & 172nd Ave. N.E.

DECLARATION OF CONDITIONS, COVENANTS AND  
RESTRICTIONS REGARDING FORMATION OF A  
UTILITY LOCAL IMPROVEMENT DISTRICT

In consideration of approval by King County of a \_\_\_\_\_  
Short Plat \_\_\_\_\_ permit/approval for the property  
described below, Sunrise Group, Ltd & Burnstead Construction Co.  
\_\_\_\_\_, property owners, hereby covenant and  
agree as follows:

1. I/We are the owners of property within King County,  
which is legally described as follows:

The NE1/4 of the NW1/4 of Section 25, Township 26N.,  
Range 5E., W.M. in King County, Washington

Except the East 30 Feet and the North 30 Feet as conveyed  
to King County for Road by Deed recorded under Auditors File  
No. 2754996.

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2. I/We have requested the issuance by King County of the  
following permit or approval for the above described property:  
King County Short Plat No. 1282011.

3. Pursuant to King County Ordinance 5828, Section 4, the  
above described permit or approval is exempt from King County's  
requirements for fire hydrants and water mains.

4. Recognizing the above facts and in consideration of  
King County's issuance of the requested permit/approval: I/We  
hereby agree to join in the execution of a petition for and not  
to protest, the formation of a utility local improvement district  
for purposes of providing water mains and fire hydrants consis-  
tent with applicable King County standards. For this purpose,  
I/we hereby designate the manager of the public water district  
responsible for the local improvement district as our agent  
authorized to sign a petition pursuant to RCW 57.16.060 on our  
behalf.

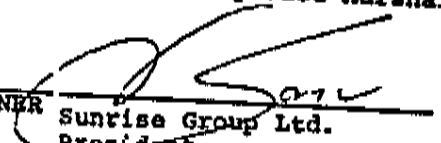
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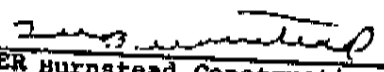
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5. This Declaration of Conditions, Covenants and Restrictions is binding upon our heirs, assigns and successors in interest as the owners of the above-described property and is a covenant running with the land.


6. This Declaration of Conditions, Covenants and Restrictions shall not be released without the express written approval of the King County Fire Marshal or his successor.

  
OWNER Sunrise Group Ltd.  
President

  
OWNER Burnstead Construction Co.  
President

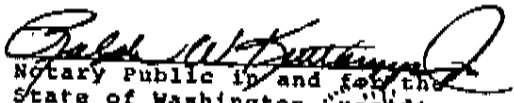
On this 28<sup>th</sup> day of January, 1983, before me personally appeared N. Sayani and Fred Burnstead to me known to be the <sup>President</sup> ~~(individuals)~~ of the Burnstead Construction Co. <sup>its</sup> ~~corporation~~, described herein and who executed the foregoing instrument as ~~their~~ free and voluntary act and deed for the uses and purposes herein mentioned.

Witness my hand and seal hereto affixed the 28<sup>th</sup> day of January, 1983.

  
Notary Public in and for the  
State of Washington, residing  
at Redmond

On this 31<sup>st</sup> day of Jan., 1983, before me personally appeared N. Sayani to me known to be the President of Sunrise Group Ltd. described herein and who executed the foregoing instrument as his free and voluntary act and deed for the uses and purposes herein mentioned.

Witness my hand and seal hereto affixed the 31<sup>st</sup> day of Jan., 1983.

  
Notary Public in and for the  
State of Washington, residing  
at Lynnwood

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**SUNRISE TERRACE NO. 2  
DECLARATION OF PROTECTIVE COVENANTS**

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THIS INDENTURE and declaration of covenants running with the land, made this 14 day of July, 1983, by Alpha Omega Development, Inc., a Washington corporation, hereinafter referred to as declarant.

**WITNESSETH:**

WHEREAS, Alpha Omega Development, Inc., is the owner in fee of Sunrise Terrace No. 2, as recorded in Volume 124 of Plats, page 10 records of King County, Washington, which property is located wholly within King County, Washington; and

WHEREAS, it is the desire of Alpha Omega Development, Inc., that the following covenants be recorded and that said covenants be thereby impressed upon said land, NOW, THEREFORE, Alpha Omega Development, Inc., does by these presents, make, establish, confirm and hereby impress upon said Sunrise Terrace No. 2, the following covenants to run with said land, and does hereby bind all of his future grantees, assignees and successors to said covenants for the term hereinafter stated as follows:

**1. Purpose.**

Declarant is the owner of certain real property in the County of King, State of Washington, known as Sunrise Terrace No. 2, such plat being recorded in the office of the King County Recorder, in Volume 124 of Plats, at page 10, records of King County, Washington, and is desirous of subjecting the real property described in said plat to the restrictions, covenants, reservations, easements and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest and any owner thereof. These easements, restrictions, covenants and conditions are intended to protect the value and desirability of the aforesaid real property.

**2. Definitions.**

The following words when used in this declaration or any supplemental declaration, unless the context shall prohibit, shall have the following meanings:

2.1 "Association" shall mean the Rosewood Homeowners Association, a Washington nonprofit corporation.

2.2 "Board" shall mean the board of directors of Rosewood Homeowners Association.

THIS DAY  
1983

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2.3 "Building Site" shall mean any lot or any two or more contiguous lots, or a parcel of land of record in a single ownership and upon which a structure may be erected in conformance with the requirements of this declaration.

2.4 "By-Laws" shall mean the By-Laws of the Association.

2.5 "Committee" shall mean the Architectural Control Committee formed by the Association.

2.6 "Common property" shall mean the common roads, walkways, special street lighting, front entrance walls and attachments, entrance island, island at the top of the cul-de-sac, and/or facilities which the association owns and/or maintains.

2.7 "Declarant" shall mean Alpha Omega Development, Inc., its successors and assigns.

2.8 "Declaration" shall mean this Sunrise Terrace No. 2 Declaration of Protective Covenants dated the 14<sup>th</sup> day of July, 1983, as the same may be supplemented or amended from time to time.

2.9 "Development" shall mean all property included in any plat which is subject to this declaration or which is made subject to this declaration by specific reference.

2.10 "Owner" shall mean the record owner whether one or more persons or entities, of fee simple title to any building site situated upon the properties, but shall not mean a mortgagee.

2.11 "Properties" shall mean all the property hereinabove described.

3. Rosewood Homeowners Association.

3.1 General. The Association is a Washington nonprofit corporation organized to further and promote the common interests of property owners in the development. The Association shall have such powers in the furtherance of its purposes as are set forth in its Articles and By-Laws.

The Association shall operate and maintain at its cost in neat and good order, and for the use and benefit of the owners of the property in the development, all common roads, walkways, street lighting, entrance plantings and/or brickwork, land and/or facilities from time to time designated, transferred or conveyed by the declarant to the Association. When the declarant conveys common properties to the Association, such conveyance shall be by an appropriate deed, transferring marketable title.

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3.2 Membership. Members of the Association shall be every owner of a fee or undivided fee interest in any building site subject by covenants of record to assessment by the Association and every person who holds a contract purchaser's interest of record in a building site. There shall be no other qualification for membership except as set forth above. Membership shall terminate on transfer of fee simple title by an owner or the contract purchaser's interest by a contract purchaser who qualifies as a member. If an owner sells a building site by contract of sale, upon recordation thereof, the owner's membership shall terminate and the contract purchaser's membership shall commence.

3.3 Voting Rights. There shall be one class of voting membership and members shall be entitled to one vote for each building site in which they hold the interest required for membership by Section 3.2 above. If more than one person holds such interest or interests, all such persons shall be members, but the vote for such building site shall be exercised as the persons holding such interest shall determine between themselves, provided that in no event shall more than one vote be cast with respect to any such building site.

#### 4. Architectural Control Committee.

4.1 Formation of Committee. The board of directors shall appoint an architectural control committee of three or more persons who need not be members of the Association, which committee may act for the board to the extent set forth in this declaration.

4.2 Jurisdiction and Purpose. The committee shall have the right to review and thereby 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 or restrictions contained in this declaration or which are not in harmony with the other structures in the development. Enforcement of these covenants shall be carried out by the Rosewood Homeowners Association.

No building or addition shall be erected, placed or altered on any lot or building site on the property until the building plans, specifications, plot plan and landscape plans are submitted by the owner or his representative to the architectural control committee and found by said committee to be in accordance with the guidelines and the procedures established by the committee. It shall be the obligation of each owner to familiarize himself with the rules, regulations and procedures of the committee. All costs incurred by the committee for inspections, plan review and consultants shall be paid for by the Association.

#### 4.3 Approval Procedures.

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4.3.1 Any approval requested of the committee shall be requested in writing and shall be submitted to the Association headquarters unless the committee shall record an instrument establishing a different place to submit such plans.

4.3.2 In the event the architectural control committee fails to respond to the owner's application and submittal with reference to proposed plans and specifications within thirty days after said plans and specifications have been submitted by the owner in writing to the committee for such proposed construction, addition, alteration or change, then and in that event, compliance will be deemed to have been granted by said committee and formal written approval will not be required and this provision shall be deemed to have been fully complied with. In the event an owner enters into construction, addition, alteration or change of any building on a building site on the properties without having first submitted in writing the proposed plans and specifications to the committee for such work and completes such work without any notice of noncompliance from the association or said committee, then and in that event, after the lapse of six months from the completion of such work with no suit or action having been brought to enjoin the construction, addition, alteration or change or to force compliance, by change or removal of such work, with this provision, then approval will not be required and this provision shall be deemed to have been fully complied with. The decision of a majority of the members of the committee shall be the decision of the committee.

The committee, in the discharge of its obligations hereunder and in its deliberations, shall act objectively and fairly in making decisions concerning various plans, specifications, plot plans and landscape plans submitted to it by various owners for consideration. Further, the determinations of the architectural control committee, as to noncompliance, shall be in writing, signed by the committee and shall set forth in reasonable detail the reason of noncompliance.

5. Property Rights in Common Properties.

5.1 Title to Common Properties. The declarant may retain legal title to the common properties until such time as it has completed improvements thereon and until such time as in its opinion the association is able to maintain the same. Notwithstanding the foregoing, the declarant shall convey the common properties, if any, to the Association free and clear of all liens and encumbrances not later than December 31, 1999. The declarant if directed by the Association, pursuant to the same vote of membership as required for dedication of the common properties, may convey the common properties to a municipal corporation, public agency or authority rather than convey such common properties to the Association.

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5.2 Member's Easement of Enjoyment. Subject to the provisions of Section 5.3 of this paragraph, every member shall have a right of easement and enjoyment in and to the common properties, and such easement shall be appurtenant to and shall pass with the title to every lot and upon the recordation of a contract of sale of any lot. Any member may delegate in accordance with the By-Laws his right of enjoyment to the common properties to the members of his family and his guests.

5.3 Limitations of Member's Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

a. The right of the declarant and the Association in accordance with its Articles and By-Laws to mortgage said property as security for any loan, the purpose of which is improvement of the common properties.

b. The right of the Association to dedicate or transfer all or any part of the common properties to any municipal corporation, public agency or authority for such uses and purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer, however, shall be effective except pursuant to a vote of the members as provided by the Articles of Incorporation.

6. Covenant for Maintenance Assessment.

6.1 Creation of Lien and Personal Assessment. Declarant hereby declares that each owner of any building site, by acceptance of the deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall 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 continuing lien upon the property against which each such assessment is made from the date hereinafter set forth. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be a personal obligation of the person who is the owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to his successors in title unless expressly assumed by them.

6.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment and welfare of the residents in the properties and in particular for the improvement and maintenance of property, services and facilities devoted to the purpose and related to the use and enjoyment of the common properties and of the homes situated upon the properties. Without limit-

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ing the generality of the foregoing, assessments may be used to lease facilities for the use of residents in the properties.

6.3 Basis of Annual Assessment. Unless changed by a unanimous vote of the board of directors, the maximum annual assessment for any building site on which is located a single family detached dwelling, shall be \$20.00 per year.

The board of directors of the Association may after consideration of the current maintenance costs and the financial requirements of the Association fix the annual actual assessment at an amount less than the maximum.

Upon the vote of the membership as hereinafter provided, the Association may change the maximum annual assessment fixed by this section prospectively.

6.4 Special Assessments for Capital Improvements. Upon vote of the members of the Association in the manner hereinafter set forth, the Association may levy in addition to annual assessments a special assessment in any calendar year applicable to that year only, for the purpose of defraying in whole or in part the cost of construction or reconstruction or expected repair or replacement of a described capital improvement upon the common properties, including necessary fixtures and personal property related thereto.

6.5 Voting and Notices for Special Assessment and Change of Maximum Assessment. Any special assessment or change in maximum annual assessment must have the assent of two-thirds of the votes of the members at a meeting duly called for that purpose, and said assessment must be subsequently approved by the board of directors. Written notice of such meeting called for such purpose shall be sent to all members at least thirty days in advance of the date of such meeting, setting forth the purpose of the meeting.

6.6 Date of Commencement of Annual Assessment. The initial annual assessments shall commence on the first day of such month as determined by the board of directors of the Association, shall be made for the balance of the calendar year and shall be due and payable on the date fixed by the board. Annual assessments for any year after the first year shall become due and payable on March 1st of such year.

The amount of the initial annual assessment for the first year in which assessments are made or for any property which becomes subject to assessment for the first time shall be prorated on a calendar year basis according to the date of the first assessment or the date on which property first became subject to assessment.



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The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

**6.7 Duty of the Board of Directors.** The board of directors shall fix the amount of the annual assessment against each building site and give the owner subject thereto written notice of such assessment at least thirty days in advance of the due date of such assessment. The board shall cause to be prepared a roster of the properties subject to assessments with assessments applicable to each such property and shall keep such roster in the Association office subject to inspection by any owner.

The Association shall upon demand at any time furnish to any owner liable for an assessment a certificate in writing setting forth whether the assessments on the property owned by such owner have been paid.

**6.8 The Effect of Nonpayment of Assessments; Lien of Association.** If an assessment is not paid on the due date hereinabove set forth, such assessment shall become delinquent and shall bear interest at the rate of twelve percent (12%) per annum from such due date. The secretary of the Association shall file in the office of the county auditor in which the property is located within ninety days after such delinquency, a statement of the amount of the delinquent assessments together with interest, and upon payment in full thereof shall execute and file a proper release of such lien. Such assessment with interest set forth above shall constitute a lien on such building site from the date of filing notice of delinquency until the lien is released as herein provided. The Association may bring an action at law to enforce payment of a delinquent assessment against the owner personally obligated to pay the same and may enforce such lien in the manner provided by law with respect to a lien on real property.

In the event a judgment or decree is obtained in favor of the Association, the owner shall be liable for the Association's court costs and disbursements and a reasonable attorney fee to be fixed by the court, such costs, disbursements and attorney fees to be further secured by such lien. No owner may waive or otherwise escape liability for assessments by non-use of the common properties or abandonment of his building site.

**6.9 Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust. Sale or transfer of any building site shall not effect the assessment lien. However, the sale or transfer of any building site which is subject to any mortgage or deed of trust, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof including sale under a deed of trust, shall extinguish any lien on an assessment which became a lien prior to such sale or transfer. Such sale

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or transfer shall not release such building site from liability from any assessments thereafter becoming due or from the lien thereof.

6.10 Exempt Property. The following property subject to this declaration shall be exempted from the assessments, charges and liens created herein:

a. All properties to the extent of any easements or other interest therein dedicated and accepted by a municipal corporation or other local public authority and devoted to public use.

b. All common properties.

7. Restrictions on Use of Property. The following restrictions shall be applicable to the use of any property subject to this declaration:

7.1 Nuisance. No noxious or offensive activity shall be carried on upon the properties or any part thereof, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood or detract from its value as a high-class residential district.

7.2 Animals. No animals or fowl shall be raised, kept or permitted upon the properties or any part thereof, excepting only domestic dogs or cats and excepting caged pet birds within the dwelling house, provided said dogs and cats are not permitted to run at large and are not kept, bred or raised for commercial purposes or numbers exceeding three.

7.3 Minerals. No part of the properties shall be used for the purpose of exploring for, taking therefrom or producing therefrom gas, oil or other hydrocarbon substances.

7.4 Refuse. No garbage, refuse or rubbish shall be deposited or kept on any lot or building unit except in a suitable container. All areas for the deposit, storage or collection of garbage or trash shall be substantially shielded or screened from neighboring property, private recreation areas and common areas; provided, however, that refuse and/or garden trash that is required to be placed at a designated point in order to be collected may be placed and kept at such designated point for periods not exceeding twenty-four hours. All equipment for the storage or disposal or such material shall be kept in a clean and sanitary condition.

7.5 Trees. No owner or occupant shall remove or significantly alter any native tree in any street, right of way, park or recreational area or other part of any common properties unless permission in writing is first granted by the board of directors.

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7.6 Commercial Use. No commercial use shall be made of any lot or the buildings thereon. No equipment, tools, machinery, goods or materials or supplies used in connection with any trade, service, or business shall be kept, stored or maintained on any lot unless those items are kept inside the dwelling or garage or unless those items are otherwise screened from the street and neighborhood vision.

7.7 Vehicles. No vehicle in excess of 6,000 pounds gross weight (including buses, trucks and trailers of any description) used for private purposes, shall be kept, parked, stored, dismantled or repaired outside of any lot or on any street within Sunrise Terrace No. 2. No old or not currently used cars and no boats, campers, vacation trailers, motorcycles and similar equipment shall be stored on any street nor on or outside of any lot unless screened from view. No working or commercial vehicles of three-quarter (3/4) ton or greater, nor any trailers, boats, motorcycles, motorbikes, campers or motor homes shall regularly or as a matter of practice be parked on any street.

7.8 Signs. No signs of any kind or for any use, except public notice erected by a political subdivision of the state or as required by law, shall be erected, posted, painted, or displayed upon any lots; provided, however, that the owner of any lot may permit the use of one display sign, not longer than eighteen inches by twenty-four inches, during the period of sale of the property.

7.9 View. No building or structure erected and, excepting existing conifers, no native trees retained nor other trees, hedges, shrubbery or other landscaping planted shall be permitted in such a place or manner as will unreasonably obstruct the view or outlook from other dwellings within Sunrise Terrace No. 2. Each lot owner in Sunrise Terrace No. 2 shall prevent, by trimming and removal, the growth of trees or shrubbery which would likewise obstruct the view of other lots within Sunrise Terrace No. 2.

7.10 Fences. In no event shall there be any hedge or fence of any type situated anywhere upon a lot of a height greater than five (5) feet above the finished graded surface of the ground upon which the same is situated in the rear yard of the building site nor greater than three (3) feet in the front yard of any building site. The heights and elevations of any shrub, hedge, fence or wall shall be measured from the existing elevations of the property at or along applicable points or lines. All or any fences constructed on any lot shall be of wood material and of artistic design complimentary to the single family dwelling on the lot. No metal "chain link" type fences shall be allowed on an lot.

No fence, hedge, wall 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

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and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location relative to surrounding structures and topography by the committee.

7.11 Antennas. In no event shall any radio or television antenna be placed or erected on any lot within the development.

7.12 Subdivision. No lot shall be subdivided whereby the resulting lot is smaller than the original lot. Lots may be divided and grouped together to form larger tracts.

8. Restrictions on Construction. The following restrictions are applicable to construction on all lots within the development.

8.1 Residential Only. All lots within Sunrise Terrace No. 2 shall be residential lots and no structure shall be erected thereon other than single family residences or detached garages of complimentary design, construction and materials. No carports shall be allowed.

8.2 Additions. No dwelling or other structure within Sunrise Terrace No. 2 shall be altered, externally remodeled or added to, unless said alterations, remodeling or addition is planned, designed and supervised by a licensed architect. All such alterations, external remodeling and/or additions shall be completed in a style and finish consistent with the original architecture of the dwelling on the building site and shall be approved by the committee in advance.

8.3 Floor Area. No one floor dwelling may be erected, constructed or maintained having a floor area for living purposes and exclusive of porches, garages or areas not enclosed within the walls of the dwelling proper of less than one thousand four hundred (1,400) square feet. No two floor dwellings may be erected, constructed or maintained, having a floor area for living purposes and exclusive of porches, garages, or areas not enclosed within the walls of the dwelling proper of less than one thousand six hundred (1,600) square feet.

8.4 Height. All proposed construction shall be undertaken so as to not obstruct unnecessarily the view of any other lot in the development and shall be approved by the committee as to height prior to any construction.

8.5 Temporary Structures. No building, trailer or structure of any kind shall be erected or maintained or moved into a lot prior to the erection of a dwelling house thereon, except only such building as may be necessary for the shelter and housing of tools and building equipment and only for the period of the erection of such dwelling house.

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**8.6 Construction Time.** The work of construction of all buildings or additions shall be prosecuted diligently from commencement of construction until the exteriors of such buildings are completed, and all sanitation and health requirements have been met. The maximum time limit for compliance with the provisions of this covenant shall be one hundred and twenty (120) days from the date of the commencement of construction and the moving of materials for building on the property shall determine said date of commencement of construction.

**8.7 Front Yard Landscaping.** Within thirty (30) days of the occupancy of a dwelling on a building site all lot ground surface areas must be covered with grass and plantings installed in a "professional landscaped" manner. Both prior to installation of ground cover and/or other landscaping, and thereafter, to the extent the natural ground and its vegetation are covered, disturbed or removed, the lot owner shall at all times maintain control of any surface water run-off on the lot and building site providing for discharge of such water into the street or controlled drainage system.

**8.8 Roofs.** Roofs on any buildings on any lot within Sunrise Terrace No. 2 shall be constructed of cedar shakes or shingles. Other roof materials may be utilized only if they are in harmony with the other structures in the development and have been approved by the committee in advance.

**8.9 Driveways.** All driveways and private roads on any residential lot shall be paved with asphalt or concrete. All driveway lighting or other exterior lighting shall be of a style and construction in harmony with the architectural of the dwelling on the site and shall be approved by the committee and shall be of a style and construction consistent with the "nostalgic" architecture of the dwellings in Sunrise Terrace No. 2.

**8.10 Mailboxes.** The location, color, size, design, lettering and other particulars of mail or paper delivery boxes shall be subject to the approval of the committee and shall be of a style and construction consistent with the "nostalgic" architecture of the dwellings in Sunrise Terrace No. 2.

**8.11 Utilities.** No overhead wire or service drop for the delivery 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 with the development.

**8.12 Excavation.** Artificial filling (including landscaping) shall be limited to twenty-four (24) inches in height. Water settling and vibratory compaction of the ground is prohibited on all lots. Cut banks shall not exceed six (6) feet and shall be

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retained utilizing rockery or concrete retaining walls. Down slope filling shall not be more than twelve (12) inches thick for leveling purposes. Daylight basements may be constructed if excavation is less than four (4) feet into the existing soil. Variances from these requirements must be approved in advance by the Committee.

9. General Provisions.

9.1 Duration. Covenants and restrictions of this declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the owner of any building site subject to this declaration, their respective legal representatives, heirs, successors and assigns in perpetuity. The covenants and restrictions of this declaration may be amended (a) by an instrument signed by sixty-six and two-thirds (66-2/3%) percent of the owners of the building sites, which instrument must be delivered to the board, and thereafter, (b) to be effective must be approved by a majority of the board of directors. Such amendment, after approval by a majority of the board of directors, shall be filed with the King County Recorder.

9.2 Notices. Unless otherwise provided herein, 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.

9.3 Enforcement. The Association or any owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants and reservations imposed by the provisions of this declaration and a similar right shall exist with respect to recovery of damages for any such violation. Failure of the Association or of 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.

9.4 Severability. Invalidation of any one of these covenants or restrictions by judgment or court decree shall in no way affect any other provision which shall remain in full force and effect.

9.5 Effect of Municipal Ordinances. Police, fire and other public safety ordinances of any municipal corporation having jurisdiction over any portion of the properties shall govern where more restrictive than these covenants and restrictions.

9.6 Interpretation of Covenants. The board shall have the right to determine all questions arising in connection with the declaration and to construe and interpret the provisions of the declaration, and its good faith determination, construction or interpretation shall be final and binding.

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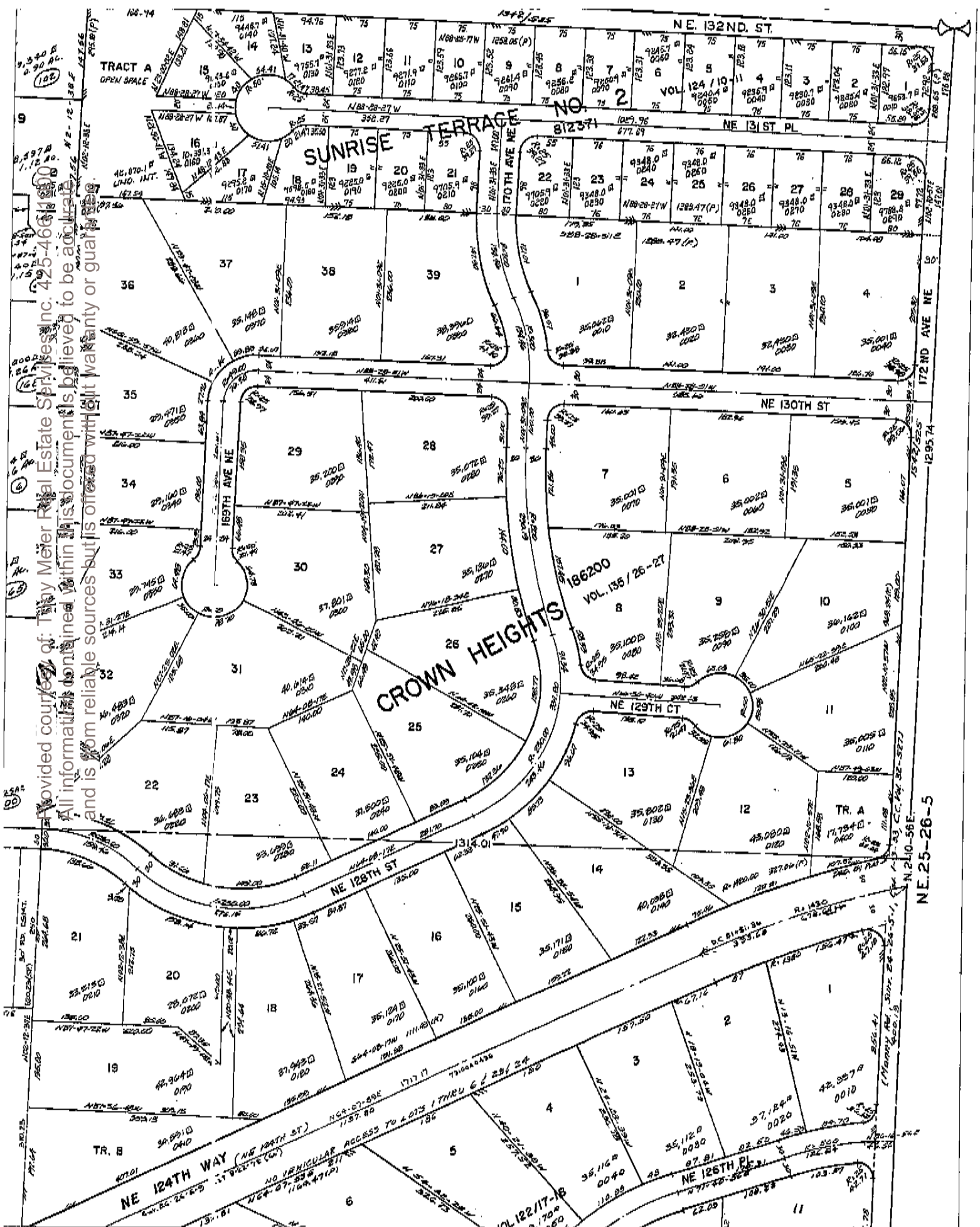
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IN WITNESS WHEREOF, the undersigned, being the president and secretary of the declarant corporation herein, have hereunto set their hands as of the day and year first above written.

ALPHA OMEGA DEVELOPMENT, INC.

By: *Brian Relkoff*  
Brian Relkoff, President

By: *Michael Medill*  
Michael Medill, Secretary



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