

Recorded October 1, 1989
Auditor's File No. 8910131370

**EIGHTH AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AMENDMENT TO DECLARATIONS, made this first day of September, 1989 by the undersigned, hereinafter referred to as "Declarants,"

WITNESSETH:

WHEREAS, Declarants are the owners, in the aggregate, of certain real property described as Fairwood Park Div. 4, as recorded in Volume 83 of Plats, pages 42, 43 and 44 records of King County, Washington; Fairwood Park Div. 9, as recorded in Volume 88 of Plats, pages 30 and 31, records of King County, Washington; Fairwood Park Div. 10, as recorded in Volume 83 of Plats, pages 38 and 39, records of King County, Washington; and Fairwood Park Div. 14, as recorded in Volume 88 of Plats, pages 81 and 82, records of King County, Washington; and

WHEREAS, a Declaration of Covenants, Conditions and Restrictions with respect of Fairwood Park Div. 4 was filed in the Office of King County auditor on February 1, 1968, under auditor's File No. 6299028; and

WHEREAS, said Declaration was amended by an Amendment to Declaration of Covenants, Conditions and Restrictions dated June 3, 1968, filed in the office of the King County Auditor on June 5, 1968, under auditor's file No. 6358202; and

WHEREAS, said Declaration was further amended by a second amendment of Covenants, Conditions and Restrictions dated September 20, 1968, filed in the office of the King County Auditor on October 2, 1968, under auditor's file No. 6414889; and

WHEREAS, said Declaration was further amended by a Supplement Declaration of Covenants, Conditions and Restrictions dated January 21, 1969, filed in the office of the King county Auditor on February 10, 1969 under Auditor's File No. 6468536, and

WHEREAS, said Declaration was further amended by a Corrective Amendment to Declarations of Covenants, Conditions and Restrictions dated October 24, 1969, filed in the office of the King County Auditor on November 18, 1969, under Auditor's file No. 6589177; and

WHEREAS, said Declaration was further amended by a Corrective Amendment to Declarations of Covenants, Conditions and Restrictions, Fairwood West Homeowners' Association, Inc. 4,9,10,14, dated October 24, 1978, filed in the office of the King County Auditor under Auditor's File No. 7811211002; and

WHEREAS, said Declaration was further amended by Washington State Superior Court Order No. 84-2-01685-0 Order Reforming Covenants, Conditions and Restrictions filed with the Records and Elections Division of King County for Files Nos. 6299028, 6358202, 6414889, 6468536 and Establishing Common Building Scheme in Fairwood parks Divisions 4,9,10 and 14 dated August 19, 1986, filed on October 3, 1986 under Auditor's File No. 8610031565; and

WHEREAS, Declarants desire to further amend said Declaration to read in hereinafter set forth;

NOW, THEREFORE, Declarants hereby amend the said Declaration dated January 28, 1968, recorded February 1, 1968, under Auditor's file No. 6299028; and all subsequent amendments to read as hereinafter set forth, and Declarants further declare that the properties described in Article II hereof shall be held, sold and conveyed, subject to 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.

ARTICLE I

Definitions

Section 1. "The Association" shall mean FAIRWOOD WEST HOMEOWNERS' ASSOCIATION INC., its successors and assigns.

Section 2. "Properties" shall mean that certain real property described in Article II hereof, and any additions thereto as are subject to the Declaration or any supplemental declaration.

Section 3. "Common Properties" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association and shall not include any streets or other areas dedicated to public use. The common properties of Fairwood Park Div. 4, 9, 10 and 14 are particularly described as follows:

Tracts A, B, C, E and F of the Plat of Fairwood Park Div. 4, as recorded in Volume 83 of Plats, pages 42, 43, and 44; and Lot No. 68 of Fairwood Park Div. 9, as recorded in Volume 88 of Plats, pages 30 and 31, records of King County, Washington.

Section 4. “Lot” shall mean any plot of land shown upon any recorded subdivision map of the properties with the exception of Common Properties.

Section 5. “Member” shall mean every person or entity who holds membership in the Association as provided in Article IV hereof.

Section 6. “Owner” shall mean the record owner, whether one or more persons or entities of a fee simple title to any lot or lots which are a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

ARTICLE II

Property Subject to This Declaration

The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Amendment to Declarations is located in King County, Washington, and is described as:

Fairwood Park Div. 4, according to the plat thereof recorded in Volume 83 of Plats, pages, 42, 43, and 44, records of King County, Washington; Fairwood Park Div. 9, as recorded in Volume 88 of Plats, pages 30 and 31, records of King County, Washington; Fairwood Park Div. 10, according to the plat thereof recorded in Volume 85 of Plats, pages 38 and 39, records of King County, Washington; and Fairwood Park Div. 14, according to plat thereof in Volume 88 of Plats, pages 81 and 82, records of King County, Washington;

all of which property shall hereinafter be referred to as the “existing property.”

ARTICLE III

Annexation of Additional Properties

Annexation of additional properties shall require the assent of two-thirds (2/3) of the members of the Association, at a meeting duly called for the purpose, written notice of which shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. At this meeting the presence of members or of proxies entitled to cast sixty percent (60%) of the votes shall constitute a quorum. In the event two-thirds (2/3) of the members are not present in person or by proxy, members not present may give their written consent to the action taken thereat.

ARTICLE IV

Membership in the Association

Every person or entity who is the record owner of a fee interest in any lot or lots which are subject by covenants of record to assessment by the Association, shall be a member of the Association, provided, however, that if any lot is held jointly by two (2) or more persons, the several owners of such interest shall designate one of their number as the "member." The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Upon transfer of the fee interest to any lot, the membership and certificate of membership in the Association shall ipso facto be deemed to be transferred to the purchaser, heirs or assigns. Ownership of any such lot or lots shall be the sole qualification for membership.

ARTICLE V

Voting Rights

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 to any greater voice, vote or authority in the Association than any other member. In the case of lots owned jointly by two (2) or more persons, only the joint owner designated as the "member" pursuant to Article IV hereof shall be entitled to vote.

In the event that the Nonprofit Corporation Law of the State of Washington as set forth in Title 24, Revised Code of Washington is changed to permit one member of a nonprofit corporation to exercise greater voting rights than another member, voting rights shall thereafter be determined according to the number of lots owned. Specifically, members shall be entitled to one vote for each lot in which they hold an interest provided the requirements for membership under Article IV are met. When more than one person holds such interest in any lot, the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE VI

Property Rights in the Common Properties

Section 1. Members' Easements of Enjoyment. 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 assessed lot, subject to the following provisions:

- (a) The right of the Association to limit the number of guests of members;
- (b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common property;
- (c) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the common property and facilities and in aid thereof to mortgage said property, but the rights of such mortgage in said property shall be subordinate to the rights of the homeowners hereunder;
- (d) The right of the Association to take such steps as are reasonably necessary to protect any such mortgaged property against foreclosure, including, but not limited to, the right 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 the public;
- (e) The right of the Board of Trustees of the Association to suspend the voting rights and/or right to use the recreational facilities by a member for any period during which any assessment against his lot remains unpaid. The Board may suspend voting rights and recreational privileges for a period not to exceed thirty (30) days for any infraction of the Association's published rules and regulations; and
- (f) 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 such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members entitled to vote has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance.

Section 2. Delegation of Use. Any member may delegate, in accordance with the Bylaws, his right of enjoyment to the common properties and facilities to the members of his family, his tenants, or contract purchasers who reside on the property, and subject to regulation by the Association, to his temporary guests.

ARTICLE VII

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any lot or lots by acceptance of a deed thereof, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association, as hereinafter provided: (1) Monthly assessments or charges, and (2) Special assessments for capital improvement, such assessments to be fixed, established and collected from time to time 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 a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and cost of collection thereof (including reasonable attorney's fees) shall also be personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them; provided, however, that in the case of a sale of any lot which is charged with the payment of an assessment or assessments payable in installments, the person or entity who is the owner immediately prior to the date of any 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.

Section 2. Purpose of Assessments. The assessments shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the properties, including, without limitation, 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, the establishment and operation of a private security patrol to supplement municipal fire and police protection for residents of the properties (provided, that at any time the patrol may be discontinued pursuant to a vote of the majority of the members of the Association voting in person or by proxy at a meeting duly called for such purpose), the payment of taxes and insurance on the common properties and the maintenance of the entry planting areas on the streets located within the properties.

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

(a) Each lot owner shall pay to the Association a maximum monthly assessment of \$9.30 per month per lot, subject to the provisions of Section 5 of this Article VII. After consideration of current maintenance cost and future needs of the Association, the Board of Trustees may fix the monthly assessment at an amount less than the maximum monthly assessment.

(b) The maximum monthly assessment may be increased by the Association each fiscal year not more than five percent (5%) above the maximum monthly assessment for the previous year with the consent of the sixty percent (60%) of the members voting in person or by proxy at the annual meeting directly preceding the effective date of increase.

(c) The maximum monthly assessment may be increased above five percent (5%) by the Association with the consent of three-fourths (3/4) of the members voting in person or by proxy, at a meeting duly called specifically for the purpose of increasing the maximum monthly assessment, written notice of which shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting.

Section 4. 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 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 three-fourths (3/4) of the votes of members voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all member not less than thirty (30) day nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both monthly and special assessments shall be fixed at a uniform rate for all lots.

Section 6. Quorum for Any Action Authorized Under Section 3(c) and 4. At a meeting called, as provided in Sections 3 (c) and 4 hereof, the presence at the meeting of members or of proxies entitled to cast seventy percent (70%) of all the votes shall constitute a quorum.

Section 7. Date of Commencement of Monthly Assessments — Due Dates. As to each particular lot involved, the liability for the monthly assessments provided for in Section 3 (a), (b) and (c) of the Article VII shall begin on the first day of the calendar month following the expiration of six (6) months from the date of any deed or real estate contract of sale for the lot, or on the first day of the calendar month following the occupancy of the premises, whichever is earlier. Said assessment shall be due and payable on such date and on the first day of each calendar month thereafter. The due date of any special assessments under Section 4 of this Article VII shall be fixed by the resolution authorizing such assessment.

Section 8. Effect of 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 eight percent (8%) per annum. The Association may bring an action at law against the one personally obligated to pay the same and/or foreclose the lien against the property. Interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. All such sums shall be included in any judgment or decree entered in such suit. No owner shall be relieved of liability for such assessments provided for herein by nonuse of the common properties or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage (and to the lien of any second mortgage given to secure payment of the purchase price) now or hereafter placed on any lot. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to such first mortgage, or purchase money second mortgage, pursuant to a decree of foreclosure under such mortgage or in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability or any assessments thereafter becoming due or form the lien thereof.

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

- (a) All propertied dedicated to and accepted by a local public authority; and
- (b) All common properties; and
- (c) All properties owned by charitable or nonprofit organization exempt from taxation by the laws of the State of Washington.

However, no land or improvements occupied as a dwelling shall be exempt from said assessments.

ARTICLE VIII

Exterior Maintenance

Section 1. Common Properties and Facilities. The Association shall maintain all common properties and facilities.

Section 2. Individual Lots. Each individual lot owner or contract purchaser shall be obligated to provide exterior maintenance on his/her/their own lot. No lot or tract shall be used as a dump for trash or rubbish or any kind.

Yards shall reflect reasonable maintenance. Grass should not grow over sidewalks, curbs, walkways, or driveways. Flower beds, shrubbery beds, or other non-lawn areas shall be kept free of weeds and grass. Plastic sheeting, if used as an underlaying ground cover, should not be visible. Plastic sheeting may not be used as a top-layer ground cover. Shrubby should be pruned so as not to encroach upon walkways, sidewalks and driveways. Vision clearance of corner and reverse corner lots shall comply with King County codes. Trees should be pruned so as not to impede pedestrian traffic or street lights. Household trash, lumber, building materials, vehicle parts, abandoned or broken equipment, grass clippings, branches and other yard refuse may not be left on front or side yards, sidewalks, streets or other areas where they are visible from the street.

All buildings should reflect reasonable exterior maintenance. Needed structural repairs must be completed as soon as practical. Exterior paint (or stain) should be reasonably free of weathering or other deterioration.

Section 3. Enforcement. Enforcement of the provisions of Section 2 above shall be in accordance with the provisions of ARTICLE XIII, Section 3.

ARTICLE IX

Architectural Control

Section 1. Residential Character of Property. The term “residential lots” as used herein, means all of the lots now or hereafter platted on the existing property or the additions thereto, with the exception of the common properties. Structures or buildings permitted on residential lots include one detached single-family dwelling for single-family occupancy only, not to exceed two stories in height, with a private garage or carport for not more than three standard-size passenger automobiles; and other approved structures.

Section 2. Architectural Control. No building, fence, or retaining wall shall be erected, placed or altered on any lot on the property until the building plans, specifications and plot plan showing the nature, kind, shape, height, materials and location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by the Architectural Control Committee. The Committee shall have thirty (30) days to approve or disapprove the building or alteration. Committee’s decision shall be in writing. 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. Neither the members of such committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to the covenant.

Section 3. Lot Size. No single-family dwelling shall be erected or placed on any residential lot which has a (lot) area of less than seventy-two hundred (7200) square feet or an average width of sixty (60) feet.

Section 4. Residential Use of Temporary Structures. No trailer, tent, shed, shack, garage, barn or any other outbuildings or any structure of a temporary character erected or placed on the property shall be used as a permanent residence.

Section 5. Minimum Dwelling Size. The ground floor area of the main structure, exclusive of open porches and garages, shall not be less than one thousand (1000) square feet for a one-story dwelling, not less than eight hundred (800) square feet for the ground floor area of a dwelling of more than one story. (For the purpose of this provision, a home with a daylight basement shall be considered a dwelling of more than one story.)

Section 6. Utility Easements. On each lot an easement is reserved under and upon five- (5) 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 (2 ½) foot strips of land adjacent to the side boundary lines (except any side street boundary line) for utility installation and maintenance, including but not limited to, power, telephone, water, sewer, drainage, gas, cable TV, etc., together with the right to enter upon the lots at all times for said purposes. Additional utility easements are reserved as shown on the recorded plat and others as required will also be recorded as will necessary easements by governmental subdivisions.

Section 7. Date for Completion of Construction. Any dwelling or structure erected, placed or altered on any residential lot shall be completed as to external appearance, including finished painting, within nine (9) months from the date of commencement of construction and shall be connected to the public sewer system.

Section 8. Signs. Signs on residential lots shall comply with the following provisions:

(a) House for Sale (Rent). “For Sale” and/or “For Rent” signs shall be restricted to one such sign placed by a professional real estate company or the homeowner. Private homeowner signs require Architectural Control Committee approval. Curb-side and corner “Open House” direction signs are permitted only during open house showing hours.

(b) Political campaign (including school levy) Political campaign yard signs are restricted to one per candidate and/or issue. Sign size must not exceed 18” X 24.” They may be placed in the front and/or side yards of residential lots up to one (1) month prior to the election date of the subject of the sign and must be removed the day following the election.

(c) Garage/Yard Sales. Signs advertising garage and/or yard sales are permitted on residential lots. Direction signs to garage/yard sales may not be affixed to street light, street sign or stop sign poles. Direction signs to garage/yard sales placed along the curb or at corners must have the permission of the property owner. Garage/yard sale signs may be erected the day before the first day of the sale and must be removed by the end of the last day of the sale.

(d) Vehicle for Sale. “Vehicle for Sale” signs shall be restricted to not more than three (3) signs per vehicle not greater than 12”x 8.”

(e) Commercial Business. Signs identifying or advertising any trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind are prohibited.

(f) Other. Signs smaller than 12” x8” are permitted. Signs larger than 12” x 8” shall require written approval by the Board of Trustees.

Section 9. Building Setback 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 shown on the recorded plat. In any event, no building shall be located on any residential lot nearer than twenty (20) feet to front lot line, nor nearer than an average of twenty (20) feet to the rear lot line, except a detached garage. No building shall be located nearer than five (5) feet to any non-street side lot line, nor nearer than twenty (20) feet to any side-street lot line (chimney, porches, and decks excepted). A detached garage and/or approved structures may be located within five (5) feet of the rear lot line, except where the rear lot line abuts a street, in which case the garage shall be located no nearer than twenty (20) feet to the rear lot line unless otherwise approved by the Architectural Control Committee as provided for in Article IX, Section 2 hereof.

Section 10. Fence Restrictions. No fence or wall shall be permitted to extend nearer to any street than the front 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. No fence or wall shall at any time extend higher than six (6) feet above ground. Fences shall be well constructed of suitable fencing materials, and well maintained.

Section 11. Radio and Television Antenna Restrictions. No radio or television antennas (including satellite dish antennas) shall be permitted to extend more than ten (10) feet above the roof line of any residence without the written approval of the Architectural Control Committee.

Section 12. Outside Collectors for Solar Heating Installation Requirements. Outside collectors for solar heating shall require Architectural Control Committee approval. Outside collectors for solar heating must be professionally designed and installed; and must be unobtrusive in appearance. Outside collectors for solar heating purposes installed prior to September 1, 1989, are approved and may be retained. However, repair or replacement of outside collectors for solar heating installed prior to September 1, 1989 must comply with the above-stated requirements.

Section 13. Architectural Control Exceptions. The Architectural Control Committee shall have the authority in any individual case to make exceptions to the building setback requirements, fence restrictions, radio and television antenna restrictions and outside collectors for solar heating installation requirements, as set forth in Sections 9, 10, 11 and 12 of Article IX as said committee shall in its uncontrolled discretion deem necessary or advisable.

Section 14. Underground Utilities. All utilities (including power, phone, and cable TV) shall be installed underground.

ARTICLE X

Business and Commercial Use of Property

Business and commercial use of property is permitted provided it:

(a) Is carried on exclusively by a member or members of a family residing in the dwelling unit;

(b) Is clearly incidental and secondary to the use of the property for dwelling purposes with the floor area devoted to the business or commercial use not exceeding twenty percent (20%) of the living area of the dwelling unit;

(c) Has no display sign;

(d) Has no outside storage or other exterior indication of the home occupation or variation from the residential character of the property;

(e) Does not require truck delivery or pickup, nor the installation of heavy equipment, large power tools or power sources not common to a residential dwelling;

(f) Does not create a level of noise, vibration, smoke, dust, odors, heat or glare beyond that which is common to a residential area;

(g) Does not create a level of parking demand beyond that which is normal to a residential area;

(h) Does not include automobile, truck or heavy equipment repair, bodywork or painting, parking or storage of heavy equipment including trucks of over one-ton capacity;

(i) Does not include storage of material for use at other locations;

(j) Does not include outside storage of materials.

ARTICLE XI

Vehicles

Section 1. Recreational Vehicles and Trailers. Recreational vehicles shall include motor homes, vans with sleeping and cooking facilities, camping trailers, boats and boat trailers, and camper units designed to fit in pickup truck beds. Trailers shall be restricted to those designed to be towed by passenger cars, vans or pickup trucks. Recreational vehicles and trailers:

(a) May be parked in the individual owner's or contract purchaser's driveway provided that they do not protrude into the street or sidewalk, are fully operational, clean, well maintained and display all required current and valid state and federal licenses;

(b) May be parked or stored in a side-yard area provided they do not encroach upon adjacent property and meet all requirements of Article IX, Section 1 (a). They must be on improved surfaces such as cement, asphalt, or properly installed and maintained (weed and grass-free) gravel;

(c) May be stored in a rear-yard area provided they are stored discreetly, not in a state of disrepair and the owners or contract purchasers of all abutting property do not object. Objections must be in writing to the Board of Trustees;

(d) May not trespass on abutting property in order to reach side-yard or rear-yard parking or storage areas;

(e) May not be parked on the street for more than twenty-four (24) hours;

(f) May not be parked or stored in any front-yard area;

(g) Camper units designed to fit in pickup truck beds may not be stored in driveways. They must be stored in side or rear-yard areas accessible without trespassing on abutting property;

(h) Buses or buses converted to other uses are prohibited.

Section 2. Commercial Vehicles. Commercial vehicles shall include passenger cars and vans, trucks and trailers used as an integral part of any trade, craft, business, profession, commercial or manufacturing activity. Commercial vehicles shall comply with the following provisions:

(a) Commercial vehicles with any external signs must be parked in an enclosed garage or carport;

(b) Commercial vehicles with dual wheels are prohibited;

(c) Passenger vans used for van pool purposes may have discreet professionally applied (painted on) signs, and may be parked in the driveway of a residence.

Section 3. Mechanical Repairs. No mechanical work shall be performed on any vehicle in or about any area open to public view; provided, however, this restriction shall not be construed to apply to emergency repairs that can be completed in a reasonable period of time.

Section 4. Vehicles in an Extreme State of Disrepair Prohibited. No owner or contract purchaser of any residential lot shall permit any vehicle owned by him/her, or by any member of his/her family, or by any acquaintance or renter and which is in an extreme state of disrepair, to be abandoned or to remain parked upon any street within the existing property or any lot for a period in excess of forty-eight (48) hours.

ARTICLE XII

Membership in Fairwood Golf and Country Club

Each member of the Association shall, upon making application thereof, be entitled to either a social membership or, if there are playing memberships then available, a playing membership in Fairwood Golf and Country Club, subject to the Articles of Incorporation and the Bylaws of the Golf Club and to the continued payment of the dues and fees as fixed for social and playing members respectively by the Board of Directors of the Golf Club. Social members shall be entitled to the use of any clubhouse, swimming pool, tennis court or other recreational facility located on the Golf Club grounds, with the exception of the golf course itself. Playing members shall be entitled to the use of the golf course. The number of social memberships shall not be limited, but the number of playing memberships shall be subject to limitation by the Board of Directors of the Golf Club. It is understood that both social and playing members may, in the discretion of the Board of Directors of the Golf Club, be open to persons other than the owners or contract purchasers of lots in the Fairwood development.

ARTICLE XIII

General Provisions

Section 1. Animals. Household pets may be kept if they are not kept, bred or maintained for commercial purposes (except that one litter per calendar year shall not be deemed for commercial purposes), and that they shall not be kept in numbers or under conditions reasonable objectionable in a closely built-up residential community.

Section 2. Mortgages Protected. Nothing herein contained shall impair or defeat the lien of any mortgage or deed of trust now or hereafter recorded covering any lot or lots, but title to any property obtained as a result of foreclosure shall thereafter be held subject to all of the provisions herein.

Section 3. Enforcement. The Association 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 Declaration. Failure of the Association or any such owner or contract purchaser 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 of the other provisions, which shall remain in full force and effect.

Section 5. Automatic Extension. The covenants and restrictions of this declaration shall run with and bind the land, and shall be to the benefit of and be enforceable by the Association and the owner or contract purchaser of any lot subject to this Declaration including their respective legal representatives, heirs, successors and assigns. The Covenants shall be automatically extended annually unless an instrument terminating these covenants which is signed by not less than the owners or contract purchasers then owning seventy-five percent (75%) of the property subject to this Declaration or any supplemental declaration that shall have been filed with the King County auditor.

Section 6. Amendment. The covenants and restrictions of the Declaration may be amended by an instrument signed by not less than the owners or contract purchasers then owning seventy-five percent (75%) of the property subject to this Declaration or any supplemental declaration. Amendments shall take effect when they have been recorded with the Auditor of King County.