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Recording Fee \$83.00 Page 1 of 11  
Amendment  
Island County Washington



<b>Document Name</b>	AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
<b>Grantor:</b>	Bon Air Community Club, Inc.
<b>Grantee:</b>	Bon Air Community Club, Inc.
<b>Legal Description</b> (abbreviated):	Plat of BON AIR DIVISION numbers 1, 2, 3, 4 and 5
<b>Assessor's Tax</b>	<u>All parcels starting S6140-XX-XXXX</u>
<b>Parcel ID # :</b>	
<b>Reference Nos. of Documents Released or Assigned :</b>	173295

**AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS**

Bon Air Community Club, Inc.

Dated 15 May 2016

THIS RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS OF BON AIR COMMUNITY CLUB ("Restated Declaration") is made by the Members of the Bon Air Community Club.

**RECITALS**

**WHEREAS**, the Declaration of Covenants, Conditions, and Restrictions of Bon Air Community Club, Inc. was recorded by the Original Trustees of the Bon Air Community Club in the Island County Recorder's Office on or about 6.18.1965 under recording numbering 173205 ("Original Declaration"); and

**WHEREAS**, the Original Declaration pertains to the land located in the Bon Air Estates, Island County, State of Washington, to-wit: all lots and tracts within the plat of BON AIR DIVISION numbers 1, 2, 3, 4 and 5, according to the plat thereof on record in the office of the County Auditor of Island County, Washington, hereinafter referred to as "said Property"; and

**WHEREAS**, the Members desire to amend the Original Declaration upon the terms and conditions stated herein;

**NOW, THEREFORE**, the Members hereby declare that the Original Declaration should be and hereby is amended and restated in the following manner and shall supersede the Original Declaration. The above described property is and shall be held and conveyed upon and subject to the restrictions, covenants, conditions, reservations, easements, liens and charges hereinafter set forth, no property other than that described above shall be deemed subject to this Restated Declaration unless and until specifically made subject thereto by the Bon Air Community Club, or its successor or assigns, may from time to time subject additional real property owned by the, contiguous to any of the said property above described, to the restrictions, covenants, conditions, reservations, easements, liens and charges herein set forth by appropriate reference hereto. This Declaration is intended to replace any and all covenants and conditions to which said property has heretofore been subjected, and to that end all covenants and conditions heretofore made subjected, and to that end all covenants and conditions heretofore made affecting the said property are hereby declared null and void.

## ARTICLE 1

### General Purpose of Conditions

The said property is being subjected by this Restated Declaration to the restrictions, covenants, conditions, reservations, easements, liens and charges hereby declared to insure the best use and the most appropriate development of each building site thereof; to provide for the maintenance and improvement of a domestic water supply and distribution system; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable material; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvements of building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide for a high type and quality of improvement of said property, and thereby to enhance the values of investments made by purchasers of lots thereon.

## ARTICLE II

### Covenants and Restrictions

1. Land Use. All lots, tracts, and parcels of the said property shall be used only as herein set forth and zoned, and such designed usage can be changed only by the approval of the Bon Air Community Club Board of Trustees, as provided in the Articles of Incorporation and By-Laws of said corporation. All lots and blocks of the plat of Bon Air Estates, Divisions number 1, 2, 3, 4, and 5 shall be used only for single family residence, except for such lots, tracts, or parcels as are specifically designated upon the said plats for park or recreational purposes, except for Lots 1 through 11, Block 10, Division 3; Lots 1 through 20, Block 17, Division 4; and Lots 1 and 2, Block 18, Division 5 and Lots 1 and 2, Block 19, Division 5 which have been designated multiple residence or commercial. The above described lots are those that front on State Highway 525 / Donna Drive of the Bon Air Estates.
2. Minimum Lot Size. No lot shall be subdivided nor increased in size by combining two or more lots from the original platted size.

3. Cuts and Fills and Utility, Sewage and Drainage Easements. The right is reserved to construct and maintain public utilities, including but not limited to, a domestic water distribution system, on the streets and roads of the plats either above or below ground and to make all necessary slopes for cuts or fills upon the lots shown on the plat in the original grading of said streets or roads, together with the right to drain the streets or roads over or across any lot or lots where water may take a natural course; and declarants further reserve perpetual easements under, over and across the rear five feet of each lot for the purpose of placing, laying, erecting, constructing, maintaining and operating, or of authorizing the placement laying, erecting, construction, maintenance and operation of utilities and sewage and drainage systems. No change in the natural drainage shall be made by any lot owner without prior approval from the Board of Trustees, or Island County, if appropriate.
4. Sewerage Systems. No individual sewage disposal system shall be permitted on any lot or upon any of the said property unless the system is designed, located, and constructed in accordance with the requirements, standards and recommendations of the Island County Public Health Department.
5. Architectural Control. No permanent building, structure or fence shall be placed or erected upon any lot or tract or parcel of the said property which does not conform to Island County Building regulations and the requirements of the Board of Trustees. No building, structure, or fence shall be erected, placed, expanded upon any lot, tract or parcel of the said property until the construction plans and specifications have been submitted to and approved in writing by the Board of Trustees prior to the commencement of any such construction or work. Any appeal shall be directed to the Board of Trustees. The work or construction on all buildings, structures or fences shall be prosecuted diligently and continuously from commencement of construction until the exteriors of said buildings and structures are completed and painted or otherwise suitably finished and within one year of commencement. All buildings and structures shall meet all covenants and restrictions of Bon Air Community Club and Island County building Codes and Regulations.
6. Building Size Limitations. No dwelling shall be permitted on any lot wherein the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 600 square feet of living space. No dwelling shall exceed a maximum height of fifteen (15) feet from the original grade without written approval of the Board of Trustees, except as follows:

Dwellings may exceed the fifteen (15) feet height restrictions for those lots located in Blocks 7, 8, 9, 10, Division 3; Blocks 11, 12, 13, 14, 15, 16, 17, Division 4; Blocks 18, 19, Division 5.
7. Setbacks. Placement of structures shall be in accordance with the provisions of Island County Building Code.
8. Temporary Structures. No structure of a temporary character, such as a, tent, shack, garage, or any other outbuilding shall be used on any lot at any time as a residence, except under a temporary written permit which may be granted, with specific time limitations of such use, by the direction of the Board of Trustees.
9. Recreational Vehicles and Mobile Homes. Recreational vehicles such as motor homes, travel/camping trailers, etc., are allowed for recreational purposes within the Bon Air Community Club on a seasonal basis (approximately May through September) and may not be used as permanent residences. Recreational vehicles are not to be left through the remaining months (approximately October through April). In special situations, permits may be approved for extended periods, provided that arrangements

have been approved in advance with the Bon Air Community Club's caretaker. State and county laws require sanitary provisions for recreational vehicles on the lots. The dumping of sewage or the emptying of holding tanks (black or gray water), on lots or alongside roadways in the Bon Air Community Club is illegal and is subject to arrest and prosecution by the appropriate enforcement agencies of the county and the State.

Mobile homes are not considered as recreational vehicles, and may not be used as permanent housing. A concrete pad with a trailer set upon blocks, with wheels and/or tongue removed does not constitute a permanent foundation. Modular, prefab, stick build construction set upon a permanent concrete or block foundation is considered as permanent.

10. Trees, Shrubbery and Plantings. Landscaping is encouraged in the Bon Air Community Club; however, it is not the right of any lot owner to deprive other lot owners of the right to an unobstructed view due to placement of trees, shrubbery, and plantings. No trees, shrubbery or plantings of any kind whatsoever in excess of six feet in height shall be placed, planted, or maintained on any of the said property, nor shall any such tree, shrub, or planting be allowed to grow in excess of such height without the written permission of the Board of Trustees. Old growth trees would be excluded from this restriction. Lot owners shall have the right to remove any or all growth from their property, whether it is old growth or not.
11. Livestock. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any property, except dogs, cats and other household pets, provided they are not kept, bred or maintained for any commercial purpose. Dogs shall be kept on a leash or within a penned area, so as not to allow them to roam free. If kept outside, a covered area should be provided for protection from inclement weather. The area shall be kept neat and clean, with feces properly disposed of.
12. Unkempt Lots. Bon Air Community Club shall have the right at all times to enter upon any lot of the said property that is vacant, or then unoccupied, and after reasonable written notice to the owner thereof, do whatever is reasonably necessary to return and maintain the appearance thereof to a condition consistent with that of the other lots within the said property, at the expense of the property owner. All costs incurred shall be specially assessed to such owner. The action taken may include, but not be limited to, the removal of trees, brush, over grown grasses, etc. No vehicles or refuse may be placed on any unoccupied lot except in accordance with County regulations. Every effort shall be given to the property owner to clear the deficiency, prior to any action by Bon Air Community Club.
13. Refuse. No lot shall be used as a dumping ground for rubbish, refuse or garbage. Garbage or other waste shall be kept in sanitary containers, removed from the property on a regular basis, and disposed of in accordance with Island County and State requirements. Incinerators or other equipment for the disposal or storage of such matters shall be kept in a clean and sanitary condition.
14. Nuisances. No noxious or offensive activity shall be carried out on any of the said property, nor shall anything be done thereon which may be or become an annoyance or nuisance or public health problem.
15. Signs. No sign larger than four square feet shall be displayed to the public view on any lot, without written approval of the Board of Trustees.

16. Oil or Gas Drilling, Mining. Oil or gas drilling, oil development operations, refining, mining operations of any kind, or quarrying, shall not be permitted upon any of the lots, nor shall oil wells, exposed oil or gas tanks, tunnels, mineral excavations or shafts be permitted upon or allowed on any of the lots.

### ARTICLE III

#### Bon Air Community Club, Inc.

1. Membership. The owner of each lot of the said property shall be a member of Bon Air Community Club, Inc. Each member shall be entitled to one vote only, regardless of the number of lots owned or held under contract of sale to the member, and no more than one vote per member shall be cast regardless of the number of owners of the property to which it is appurtenant.
2. Water Connections. The owner of each lot of the said property shall have water connections as described below:
  - a. Permanent water connections are those obtained through the approval of a WATER PERMIT form, issued by the Island County health Department within the number as authorized by the State of Washington. Permanent water connections, WHEN AVAILABLE, shall be issued in a fair and equitable manner as follows:
    - 1) Water permit requests shall be submitted in writing on Island County Health Department forms, to the Bon Air Community Club, Board of Trustees. The water connection fee as noted under paragraph 3b must accompany the request.
    - 2) The Board of Trustees will review a request for a water permit no later than 30 days after receipt of the request by the Board. The Board shall provide to the applicant prior notice of the date, time and place of the meeting during which the applicant's request for a water permit will be considered. Approval of the request for the water permit shall be by majority vote of the Board of Trustees.
  - b. Approval will be contingent upon the following:
    - 1) A septic permit has been applied for AND approved by the Island County Health Department. The lot must be percable.
    - 2) Applicant has available for inspection, completed building plans which meet Bon Air building covenants and restrictions as outlined under Article II. Plans must be ready to submit to the Island County Building Department for their review and approval.
    - 3) Bon Air Community Club shall not be responsible for the filing or any follow-up of the permits submitted to Island County by the lot owner. After sign off of the water permit form by Bon Air Community Club, it is the responsibility of the applicant to follow through to completion of the required approvals for construction.
    - 4) Actual dwelling construction shall commence within 180 days from the date of the original water permit approval by Bon Air Community Club.
  - c. Should the above steps not be fulfilled within the 180 days, the permit will be rescinded with 30 days written notice by the Board of Trustees, Bon Air Community Club.

d. An applicant shall have the right to petition the Board of Trustees to reconsider its decision to rescind a water permit by delivering to the Board of Trustees a written request for reconsideration within 30 days after the applicant receives notice from the Board of Trustees that the water permit has been rescinded. Upon the filing of a written request for reconsideration within the time limit provided herein, the Board shall place the request for reconsideration on the agenda at the next regularly scheduled Board meeting and shall notify the applicant of the date, time and place of the meeting and of the applicant's right to attend that meeting. After considering the applicant's request for reconsideration and any additional information the applicant may provide to the Board, the Board may either extend or permanently deny the water permit. The decision by the Board on the applicant's request for reconsideration shall be considered as final. At that time, the applicant may reapply for a water permit as provided for in paragraphs 2a and 2b, including payment of required fees.

3. Budget and Assessments.

- a. The Bon Air Community Club Board of Trustees shall prepare, or cause the preparation of, an operating budget for the Bon Air Community Club at least annually, in accordance with generally accepted accounting principles. The operating budget shall set forth all sums required by the Bon Air Community Club, as estimated by the Bon Air Community Club Board of Trustees, to meet its annual costs and expenses, including but in no way limited to purpose of financing the activities of the club, including maintaining, repairing and improving common areas, maintaining and operating a domestic water supply and distribution system, and making provisions for future Capital Improvements and repairs to the water system. The funds required to meet the Bon Air Community Club's annual expenses shall be raised from a general assessment against each lot owner, home owner, and water user as provided hereafter.
- b. Within thirty days after adoption by the Board of Trustees of any proposed regular or special budget of the Bon Air Community Club, the Board shall set a date for a meeting of the members to consider ratification of the budget not less than fourteen nor more than sixty days after mailing of the summary. Unless at that meeting the members of a majority of the votes in the Bon Air Community Club are allocated or any larger percentage specified in the governing documents reject the budget, in person or by proxy, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the members shall be continued until such time as the members ratify a subsequent budget proposed by the Board of Trustees.
- c. As part of the summary of the budget provided to all members, the Board of Trustees shall disclose to the members:
- i. The current amount of regular assessments budgeted for contribution to the reserve account, the recommended contribution rate from the reserve study, and the funding plan upon which the recommended contribution rate is based;
  - ii. If additional regular or special assessments are scheduled to be imposed, the date the assessments are due, the amount of the assessments per each owner per month or year, and the purpose of the assessments;
  - iii. Based upon the most recent reserve study and other information, whether currently projected reserve account balances will be sufficient at the end of each year to meet the Bon Air Community Club's obligation for major maintenance, repair, or replacement of reserve components during the next thirty years;

- iv. If reserve account balances are not projected to be sufficient, what additional assessments may be necessary to ensure that sufficient reserve account funds will be available each year during the next thirty years, the approximate dates assessments may be due, and the amount of the assessments per owner per month or year;
  - v. The estimated amount recommended in the reserve account at the end of the current fiscal year based on the most recent reserve study, the projected reserve account cash balance at the end of the current fiscal year, and the percent funded at the date of the latest reserve study;
  - vi. The estimated amount recommended in the reserve account based upon the most recent reserve study at the end of each of the next five budget years, the projected reserve account cash balance in each of those years, and the projected percent funded for each of those years; and
  - vii. If the funding plan approved by the Bon Air Community Club is implemented, the projected reserve account cash balance in each of the next five budget years and the percent funded for each of those years.
- d. Notice of the general assessment shall thereupon be sent to each lot owner, home owner, and water user; provided, however, that notification to a lot owner, home owner, or water user of the amount of an assessment shall not be necessary to the validity thereof. The omission by the Bon Air Community Club, before the expiration of any assessment period, to fix the amount of the general assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any lot owner, home owner, or water user from the obligation to pay the general assessment, or any installment thereof, for that or any subsequent assessment period, but the general assessment fixed for the preceding period shall continue until a new assessment is fixed.
- e. The Bon Air Community Club may revise the operating budget after its preparation at any time and from time to time, as it deems necessary or advisable in order to take into account and defray additional costs and expenses of the Bon Air Community Club. Upon any revision by the Bon Air Community Club of the operating budget during the assessment period for which such budget was prepared, the Bon Air Community Club shall, if necessary, revise the general assessment levied against the lot members, home members, and water users and give notice of the same in the same manner as the initial levy of a general assessment for an assessment period.
- f. No assessment shall be made at any time that may unreasonably discriminate against any particular lot owner, home owner, or water user; provided, however, that the Board may apply different assessments to the lot owners from the water users as provided herein.
3. Dues and Fees. Annual dues and fees shall be assessed to each lot owner and home owner, for the period beginning June 1<sup>st</sup> and running through May 31<sup>st</sup> of the following year, as determined in accordance with the above provisions. Annual dues and fees are due and payable on or before May 31<sup>st</sup> of the coming year. Dues and fees are assessed for the purpose of financing the activities of the club, including maintaining, repairing and improving common areas, and making provisions for future Capital Improvements and repairs
4. Membership Dues. Dues for originally platted lots, and allotted annual dues, shall be assessed in accordance with the dues and fees established by the Board of Trustees from time to time. An affirmation vote of the Board of Trustees for the imposition of annual dues shall not be necessary on a yearly basis if the annual dues remain the same as that of the preceding year. Due and payable on or before May 31<sup>st</sup> of each year.

- a. Water Connection Fees. As a condition of receiving permission to connecting up to the Bon Air Community Club's water distribution system on a permanent basis, the applicant will be assessed a one-time charge as established by the Board of Trustees from time to time. Approval shall be valid for a period of one year from the date of issuance. If the conditions outlined in Article III, paragraph 2, sub paragraph c are not met, a 30 day written notification will be given to the applicant stating intent to withdraw approval by Bon Air Community Club. Upon expiration of the 30 day notice, an administrative fee in an amount to be established by the Board of Trustees from time to time shall be retained by the Bon Air Community Club, and the balance of the water connection fee shall be refunded to the applicant. Upon issuance of the refund, the water connection permit shall be deemed invalid and revoked. Thereafter, reapplication for a new water connection permit will be required and shall be subject to the above described connection fees. In addition to the water connection fees to be paid to the Bon Air Community Club, the applicant shall also be responsible for the actual cost, including labor and materials, in connection to the water distribution system. Due and payable a time of submission of the water permit form to the Bon Air Community Club, Board of Trustees.
- b. Water User Fees. Water user fees shall be assessed against those members who are currently connected to the water distribution system or those how have been granted a permanent water connection as defined under paragraph 2. Water user fees will not be assessed against those lots that do not draw water. Water user fees will be assessed annually at the rate as established by the Board of Trustees from time to time. And shall be due and payable on or before December 31<sup>st</sup> of each year. Water user fees shall be used for the operation, maintenance and improvement of the domestic water distribution system
- c. Membership Dues and Water User Fees are prorated based on a member's time of ownership within the billable one year period. Water connection fees are a one-time charge payable upon approvals as outlined above, and are not prorated.
- d. Failure to Pay. Payment of all dues and fees shall be made on or before May 31<sup>st</sup> for the forthcoming year, except water connection fees which are due and payable upon the application. If said dues and fees are not paid as required, they shall thereafter be considered delinquent and subject to interest at the rate of 12% per annum on the unpaid balance. In the event that any member does not pay the required dues, fees, late interest, Bon Air Community Club may take whatever means that may be available to collect the delinquent payments. The costs of collection shall be borne by the delinquent member. Such action shall include, but not be limited to, the filing of a lien against the real property for the sum due. Said lien may be enforced by the Bon Air Community Club as may any lien on real property under the law; and if said lien is foreclosed, the lot owner shall be liable for the cost and disbursements, including reasonable attorney's fees of Bon Air Community Club, all of which costs, disbursements and fees shall be secured by such lien. Further, in the event of nonpayment of the water connection fees and/or water user fees, Bon Air Community Club shall have the right and option to terminate any water supply to the property of the non-paying member until the delinquency is satisfied. Such notice of termination shall be via certified letter giving 30 days notice of termination. All costs for the disconnection of the water service and future reconnection of the water service shall be paid by the member.



- e. The acceptance of membership in this Club, whether voluntary or involuntary, due to the fact that the membership is a covenant running with the land, together with the acceptance of water services, shall act as a consent by the member to the filing of the aforesaid lien, or other legal means available, against the members real property for non-payment of dues and fees. The amount of said dues and fees, together with all expenses of collection, including but not limited to attorney's fees, court costs, costs of a title search, etc., shall be paid by the member and shall be in lien upon the real property of the member. The lien provided for herein shall be enforceable by foreclosure proceedings in the same manner provided by law for the foreclosure of a mortgage upon real property.
- f. The purchasers of lots within Bon Air Community Club, by acceptance of deeds thereof, whether form declarants or subsequent owners of said property, or by the signing of contracts to purchase the same, shall become personally obligated to pay such dues, including interest, upon lot or lots purchased or agreed to be purchased by them and shall be subject to the enforcement provisions outlined above.

#### ARTICLE IV

##### Definitions

Wherever used in this Restated Declaration, the following terms shall have meaning given them in this Article IV.

1. "Said Property" shall mean all the land encompassed within the plat of Bon Air Estates, Divisions number 1, 2, 3, 4, and 5, Island County, Washington.
2. "Declarants" shall mean those declarants signatory to this Restated Declaration and their successors as trustees.
3. "Club" shall mean Bon Air Community Club, Inc., a Washington non-profit corporation.
4. "Owner" or "Member" shall mean and refer to record owner (whether one or more persons or entities) of a fee interest in any lot, but excluding mortgagees or other persons or entities having such interest merely as security for the performance of any obligation. Purchasers or assignees under recorded real estate contracts shall be deemed Owners as against their respective sellers or assignors.

#### ARTICLE V

##### General Provisions


1. Term. These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming them for a period of 25 years from the date this Restated Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of all lots within the said property has been recorded, agreeing to extinguish said covenants and restrictions.
2. Inspection. Authorized representatives of the club are hereby authorized to inspect any or all of said property at reasonable times for the purpose of aiding in the enforcement of these covenants and restrictions. Any inspection requiring entry into a structure shall be made only during daylight hours and

upon at least 24 hours notice to the owner or occupant thereof, provided such notice shall not be required in the event of emergency to avoid a significant risk to public health and safety.

3. Enforcement. The Club shall have the right to enforce, by any appropriate proceeding at law or in equity, all covenants, conditions, restrictions, reservations, liens, and charges now or hereafter imposed by or pursuant to the provisions of this Restated Declaration, the Bylaws, or the rules and regulations adopted by the Board of Directors. Failure or forbearance by any person or entity so entitled to enforce the provisions of these Bylaws to pursue enforcement shall in no event be deemed a waiver of the right to do so thereafter.
4. Any damages recovered in such enforcement proceedings shall inure to the benefit of the person or persons damaged by the violation involved. The party prevailing in such enforcement attorney's fees as the court may deem reasonable.
5. Severability. Invalidation of any one of these covenants and restrictions or any part thereof by judgment or court order shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.
6. Amendment of Restated Declaration. Except as otherwise prohibited by the Bylaws or by law, this Restated Declaration may be amended at any time by the affirmative vote of the majority of the Board of Trustees; provided, however, that any amendment that terminates the association, changes or determines the qualifications, powers, and duties, or terms of office of members of the board of trustees shall require the affirmative vote of the majority of the members.
7. Insertion in Deeds. The declarants, their heirs, assigns and successors in interest hereby agree to inform any prospective purchaser or lessee of any of the said property of the existence of this Restated Declaration and the covenants and restrictions herein contained; and further agree that in every deed or lease of said property or any portion thereof a clause reasonably identical to the following shall be inserted: "this real property is subjected to terms and conditions of a Restated Declaration of Covenants and Restrictions dated \_\_\_\_\_ 6.18.1965 \_\_\_\_\_, and recorded upon the records of Island County, Washington."

AMENDED AND RESTATED COVENANTS AND RESTRICTIONS  
REVIEWED AND APPROVED BY THE MEMBERS OF THE  
ASSOCIATION ON May 15\_\_, 2016.

The undersigned certifies that this Amended and Restated Declaration of Covenants and Restrictions have been approved by a majority of the Members of Bon Air Community Club, Inc.

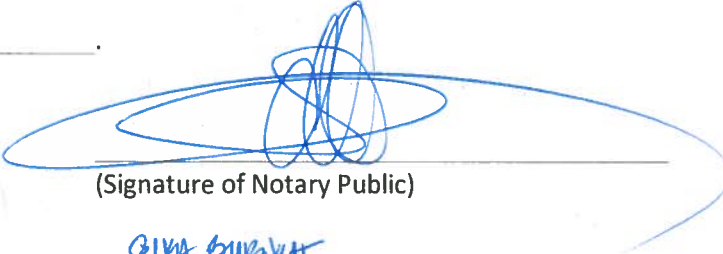
By   
Title \_\_\_\_\_ President \_\_\_\_\_  
Date 19 August 2016

STATE OF WASHINGTON  
COUNTY OF ISLAND

I certify that I know or have satisfactory evidence that Arthur Nowell is the person who appeared before me, and said person acknowledged that ~~he~~ signed this instrument, on oath stated that ~~he~~ was authorized to execute the instrument and acknowledged it as the ~~Secretary~~ <sup>President</sup> of Bon Air Community Club, Inc., a Washington nonprofit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: 8/19/2016



  
\_\_\_\_\_  
(Signature of Notary Public)

ELKA BURNETT  
\_\_\_\_\_  
(Printed Name of Notary Public)

My Appointment expires: 5/2/19