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Document Title:	Fifth Amendment to Declaration and Covenants, Easements, Liens, Restrictions and Deed for Stendall Place, Planned Unit Development
Reference Numbers of Related Documents:	198006120461 (Declaration and Covenants, Easements, Liens, Restrictions and Deed for Stendall Place, Planned Unit Development); 198109080644 (First Amendment); 198207080671 (Second Amendment); 198301180619 (Third Amendment); 198910020898 (Fourth Amendment)
Grantor(s):	Stendall Place Homeowners Association
Grantee(s):	Stendall Place Homeowners Association
Legal Description (abbreviated):	Stendall Place, a Planned Unit Development Plat, According to the Plat thereof and including Divisions 1, 2 and 3 Recorded in Volume 115 of Plats, Pages 12 and 13, Volume 119 of Plats, Pages 37 and 38, and Volume 120 of Plats, Pages 76-77 in King County, Washington

**FIFTH AMENDMENT TO DECLARATION AND COVENANTS, EASEMENTS,
LIENS, RESTRICTIONS, AND DEED FOR STENDALL PLACE, PLANNED LOT
DEVELOPMENT**

Whereas a certain Declaration creating Stendall Place, a planned Lot development entitled DECLARATION AND COVENANTS, EASEMENTS, LIENS, RESTRICTIONS, AND DEED FOR STENDALL PLACE, PLANNED LOT DEVELOPMENT (“Declaration”) was recorded was recorded on June 12, 1980, under Recorder’s File No. 198006120461, records of King County, Washington and subsequently amended; and

Whereas the Stendall Place Homeowners Association is a homeowners association subject to the Washington Homeowners Association Act, Laws of 1995, Chapter 283, (RCW 64.38, *et seq.*), as amended; and

Whereas under the provisions of Article 15 of the Declaration it may be amended, and

Whereas, pursuant to Article 15, Section 3 of the Declaration, owners of Lots allocated at least seventy-five percent (75%) of the votes in the Association have voted for this amendment of the Declaration;

Now, therefore, the undersigned do hereby certify that the Declaration has been amended as follows:

A. *New Article VIII, Section 12 is hereby added as follows:*

Section 12. Borrowing. Notwithstanding any other provisions of the Declaration, in the discharge of its duties and the exercise of its powers as set forth in this Declaration, but subject to the limitations set forth in this Declaration including Article 8, Subsection 12(15)(a), the Board may borrow funds on behalf of the Association and to secure the repayment of such funds, assess each Lot (and the Owner thereof) for said Lot’s pro rata share of said borrowed funds and the obligation to pay said pro rata share shall be a lien against said Lot and the undivided interest in the Common Elements appurtenant to such Lot. Provided, that the Owner of a Lot may remove said Lot and the Allocated Interest in the Common Elements appurtenant to such Lot from the lien of such assessment by payment of the Allocated Interest in Common Expense Liability attributable to such Lot. Subsequent to such payment, discharge, or satisfaction, the Lot and the Allocated Interest in the Common Elements appurtenant thereto shall thereafter be free and clear of the liens so paid, satisfied, or discharged. Such partial payment, satisfaction, or discharge shall not prevent the lienor from proceeding to enforce its rights against any Lot and the Allocated Interest in the Common Elements appurtenant thereto not so paid, satisfied, or discharged.

(a) Owners holding at least 67% of the total voting power in Association must vote or provide written approval authorizing the Board to borrow funds for a specific project or projects. Borrowed funds may only be used for those projects for which Owner authorization has been granted.

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

By: _____
President

By: _____
Secretary

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledge it as the President of the Stendall Place Homeowners Association to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Notary Public residing at _____

My appointment expires: _____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledge it as the Secretary of the Stendall Place Homeowners Association to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature)

(Print name)

Notary Public residing at _____

My appointment expires: _____