

**Filed for Record at Request of:**

Pinnacle Real Estate Law Group, PLLC  
Attn: Craig Jones  
600 Winslow Way E, Suite L-22  
Bainbridge Island, WA 98110

PINNACLE REAL ESTATE LAW CORP  
Amended Covenants Rec Fee: \$ 111.00  
05/09/2019 01:58 PM  
Paul Andrews, Kitsap Co Auditor

201905090155  
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*Fourth*  
**SECOND AMENDMENT TO  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
HANSVILLE HEIGHTS**

**Grantor:** HANSVILLE HEIGHTS HOME OWNERS ASSOCIATION, a  
Washington non-profit corporation

**Grantee:** HANSVILLE HEIGHTS HOMEOWNERS ASSOCIATION, a  
Washington non-profit corporation

**Legal Description:** *20140731 0252*  
*200708150056 & 200708150057*  
**Abbreviated:** Ptn. of Plat of Sterling Highlands, according to the plat recorded in  
Volume 32 of Plats, pages 118-128 (inclusive).

**Full:** Lots 1 – 43 and Tracts A, C, D and E of The Plat of Sterling Highlands,  
recorded in Book 32 of Plats, Pages 118-128 (inclusive), under Kitsap County  
Auditor's File No. 200708150056, records of Kitsap County, Washington

**Tax Parcel Nos.**

5536-000-001-0001	5536-000-016-0004	5536-000-031-0005
5536-000-002-0000	5536-000-017-0003	5536-000-032-0004
5536-000-003-0009	5536-000-018-0002	5536-000-033-0003
5536-000-004-0008	5536-000-019-0001	5536-000-034-0002
5536-000-005-0007	5536-000-020-0008	5536-000-035-0001
5536-000-006-0006	5536-000-021-0007	5536-000-036-0000
5536-000-007-0005	5536-000-022-0006	5536-000-037-0009
5536-000-008-0004	5536-000-023-0005	5536-000-038-0008
5536-000-009-0003	5536-000-024-0004	5536-000-039-0007
5536-000-010-0000	5536-000-025-0003	5536-000-040-0004
5536-000-011-0009	5536-000-026-0002	5536-000-041-0003
5536-000-012-0008	5536-000-027-0001	5536-000-042-0002

5536-000-013-0007    5536-000-028-0000    5536-000-043-0001  
5536-000-014-0006    5536-000-029-0009  
5536-000-015-0005    5536-000-030-0006

Reference Nos. of Related Documents: 200708150056, 200708150057, 201407310252, and  
201704060096

**SECOND AMENDMENT TO  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
HANSVILLE HEIGHTS**

A Declaration of Covenants, Conditions and Restrictions, Easements and Reservations of Sterling Highlands (n/k/a Hansville Heights) was recorded under Kitsap County Auditor's File No. 200708150057 ("Declaration"); subsequently amended by Amended and Restated Declaration of Covenants, Conditions and Restrictions for Hansville Heights, recorded under Kitsap County Auditor's File No. 201407310252 ("Amended Declaration"); and subsequently amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for Hansville Heights recorded under Kitsap County File No. 201704060096 ("First Amendment") (collectively, the Declaration, Amended Declaration and First Amendment may be referred to herein as the "Covenants, Conditions and Restrictions").

The Lot Owners, who are also Members of the Hansville Heights Home Owners Association, a Washington non-profit corporation ("Association"), have by requisite vote at a Meeting duly called, approved amendment of the Covenants, Conditions and Restrictions and hereby approve and adopt this Second Amendment to the Covenants, Conditions and Restrictions ("Second Amendment").

**RECITALS**

**WHEREAS**, the Plat of Sterling Highlands was originally approved by Kitsap County in 2007 (the "Plat"), and the development was initially named "Sterling Highlands".

**WHEREAS**, since 2007 there have been three different development/building companies that have owned the Lots within the Plat, purchased for construction of single-family residences and related infrastructure and improvements. The name of the development, but not the Plat, was changed from Sterling Highlands to "Hansville Heights", which is also now referred to as the "Ridge at Buck Lake".

**WHEREAS**, Disney & Associates, Inc. ("Disney") currently owns approximately thirty-one (31) Lots in Hansville Heights.

**WHEREAS**, this Second Amendment is deemed desirable, primarily to address certain land uses, building requirements and restrictions, and Association matters. References to Sections being amended are those contained in the Amended Declaration unless otherwise specified.

**NOW, THEREFORE**, the designated Sections of the Covenants, Conditions and Restrictions are hereby amended as follows:



1. Section 1.1 is hereby deleted in its entirety and replaced with the following:

1.1 Organization of Association. The Hansville Heights Homeowners Association is a Washington non-profit corporation (“Association”).

2. Section 1.5 is hereby deleted in its entirety and replaced with the following:

1.5 Classes of Membership; Voting Requirements. The Association shall have one class of voting membership. Each Lot Owner will have one vote and voting procedures shall be set forth in the Articles and/or Bylaws adopted by the Association; provided, however, that no action of the Members shall be taken without a quorum of Members participating, in person or by proxy. A quorum shall be defined in the Bylaws as not less than twenty-five percent (25%) of the Owners.

3. Section 1.6 is hereby deleted in its entirety and replaced as follows:

1.6 Membership Meetings. Regular and special meetings of the Members of the Association shall be held with the frequency, at the time and place, and in accordance with the provisions set forth in the Bylaws. Special meetings may be called by the President or by the Board, or upon written request of Members whose votes equal or exceed ten percent (10%) of the total votes of the membership in the Association.

4. Section 1.7 is hereby deleted in its entirety and replaced with the following:

1.7 Board of Directors. The affairs of the Association shall be managed by a Board of Directors (“Board”), which shall be established and which shall conduct regular and special meetings according to the provisions set forth in the Bylaws. Declarant retains the right to appoint and/or terminate the Board, or any Director, of the Association during any period in which the Declarant owns at least one Lot; provided, each member of the Board shall be a Lot Owner, or member, shareholder, partner or employee of a Lot Owner.

5. Section 1.9 is hereby deleted in its entirety and replaced with the following:

1.9 Architectural Review Committee. The Declarant shall form an Architectural Review Committee (“ARC”). The ARC shall consist of three (3) members. The initial members shall be designated by the Declarant and shall serve at the sole discretion of Declarant during the time that Declarant owns one or more Lots in the Plat. Thereafter, the members of the ARC shall be appointed by the Board to serve at the sole discretion of the Board for such term or terms as the Board shall determine appropriate. Declarant retains the right to appoint and/or terminate any and all members of the ARC during any period in which the Declarant owns one or more Lots in the Plat; and the Board retains the right to appoint and/or terminate any and all members of the ARC thereafter. Each member of the ARC shall be a Lot Owner or member, shareholder, partner or employee of a Lot Owner.

6. Section 2.1(c) is hereby deleted in its entirety and replaced with the following:

(c) Retaining Walls. If retaining walls are necessary, and are visible from the public streets or other Lots, the following shall apply. All retaining walls shall be built of natural stone or concrete that has been cast with a natural, rough, unfinished, and nonsymmetrical design. The tops and ends of the retaining walls shall blend with natural contours and shall not end abruptly. Vegetation may be planted at the top and bottom of all retaining walls to soften the visual impact on the surrounding landscape.

7. Section 2.1(d) is hereby deleted in its entirety and replaced with the following:

(d) Driveways. One driveway entrance per Lot shall be permitted to the public streets; provided, however a circular driveway shall be permitted if constructed by Declarant or approved by the ARC. Driveways shall be ditched and include a culvert where necessary to prevent any sediment deposit onto the public streets.

8. Section 2.1(e) is hereby deleted in its entirety and replaced with the following:

(e) Garages. All Lots are to provide a minimum of two enclosed parking spaces within a garage, unless otherwise approved by the ARC.

9. Section 2.1(f), and the First Amendment, are hereby deleted in their entirety and replaced with the following:

(f) Roof. All roofs and roof materials shall be fire retardant and as approved by applicable governmental authorities. Subject to governmental approval, the following roof materials are permitted: Metal (non-reflective), tile, slate, or architectural composition (Elk Presitque Plus 30-year comparable) shingles, and comparable roofing materials. Cedar shakes or shingles shall not be permitted. Roof coverings placed on all new buildings and on all buildings being re-roofed shall be of fire resistant/retardant materials with no less than a "Class A" rating as defined by the International Building Code Standard No. 1505.5, or as otherwise approved in writing with supporting reasons by the Kitsap County Fire Marshall.

10. Section 2.1(h) is hereby deleted in its entirety and replaced with the following:

(h) Exterior Materials. Exterior wall materials shall be natural wood, refined or natural logs, native stone, and faux stone with a native appearance, or suitable synthetics such as hardiboard or masonry. Reflective materials shall not be used. Un-textured concrete is not permitted. Wood walls shall have vertical, board and batten or shingle, ship lap, or horizontal siding. A minimum of two wall materials are to be used and one shall be dominant. When accent material is used, such as rock, brick, or stone, it shall be used for a minimum of 15% of the exterior surface area visible from the public streets. Stone walls are to appear structural and not veneered.



11. Section 2.1(i) is hereby deleted in its entirety and replaced with the following:

(i) **Windows and Doors.** Windows and doors shall be fitted with a minimum of 3½” of trim both vertical and horizontal. Windows and doors shall be wood, vinyl, or metal clad with a natural finish. Windows and doors shall be white, black, moderate color/value and/or earth tones and shall be approved by the ARC.

12. Section 2.1(j) is hereby deleted in its entirety and replaced with the following:

(j) **Antennae and Satellite Dishes.** No antenna, satellite dish or other device for transmission or reception of radio, television, satellite signals or other form of signal transmission or reception of any sort shall be visible from public streets or materially impair views from other Lots as determined and approved by the ARC at its sole discretion.

13. Section 2.1(k) is hereby deleted in its entirety and replaced with the following:

(k) **Fencing.** All fencing is subject to review and approval by the ARC; providing, however, that Declarant is not subject to ARC review and approval. Fencing shall not materially impair views from other Lots or from the open spaces, view corridors or public streets. Except as otherwise provided in this Section 2.1(k), all fences and fencing materials shall be primarily of wood or give the appearance of natural wood, shall be cedar tones, natural or weathered, and shall be wood rail, such as three rail or split rails, or similar open styles. No closed board fencing or 4x4 High Five fencing shall be approved closer to the County right of way than the midline of the sides of a residence, unless the Lot or residence is configured in a way that warrants special consideration by the ARC. If the ARC determines that special consideration is warranted, then the ARC shall review, approve, approve with conditions, or deny the fencing at its sole discretion. No barbed wire or concrete block fencing may be used on any Lot perimeter or closer to the County right of way than the midline of the sides of a residence. Unless otherwise confined by buffers, setbacks or other constraints including, without limitation, the requirement that no closed board fencing or 4x4 High Five fencing shall be closer to the County right of way than the midline of the sides of a residence, perimeter fencing may be up to six feet (6') maximum height closed board fencing or 4x4 High Five fencing as long as the fences do not materially impair views from other Lots, open spaces or public streets as determined and approved by the ARC at its sole discretion. Low stone walls are permitted to a maximum height of three feet (3') above ground elevation. No fencing on a Lot shall exceed a maximum of six feet (6') above ground elevation. The ARC may elect to specify a more limited variety of fencing between the County right of way and the midline of the sides of a residence.

14. Section 2.1(l) is hereby deleted in its entirety and replaced with the following:

(l) **Sport, Basketball, Tennis and Pickle Ball Courts, Pools and Play Areas.** No sport, tennis, basketball or pickle ball courts, pools, play areas or similar recreational improvements (“recreational improvements”) shall be located within fifteen feet (15') of a County right of way and shall be located behind the residence and not visible from public streets to the extent

reasonably feasible as determined by the ARC. The colors and style of any such recreational improvements are to be the same or complementary to the residence/garage and shall be of natural, forest or earth colors. All recreational improvements are subject to the review and approval of the ARC.

15. Section 2.1(m) is hereby deleted in its entirety and replaced with the following:

(m) **Outbuildings.** No outbuildings including, without limitation, detached garages, sheds and similar structures, shall be located within fifteen feet (15') of a County right of way. Sheds and similar outbuildings shall be located behind the residence and not visible from public streets to the extent reasonably feasible as determined by the ARC. The height of sheds and similar outbuildings shall be limited to a wall height of eight feet (8') and must meet all Kitsap County regulatory requirements. The colors and style of any outdoor structures are to be the same or complementary to the residence in roofing and siding, material, color, trim application and design. Rectangular masses are not allowed. No carports or similar structures shall be permitted on any Lot. All outbuildings are subject to the review and approval of the ARC.

16. Section 2.1(o) is hereby deleted in its entirety and replaced with the following:

(o) **Exterior Lighting.** All exterior lighting shall be arranged so that the light is shaded and otherwise directed away from adjoining Lots and so that no more than one foot candle of illumination leaves the boundaries of a Lot. No flood lighting shall be permitted, except behind the residence and then only as approved by the ARC. Subtle up-lighting for vegetation and residence accent shall be approved if the impact on neighboring Lots is not materially significant, fixtures do not emit stray light, and the lighting complies with Kitsap County regulations. All outdoor lighting is subject to the review and approval of the ARC.

17. Section 2.2 is hereby deleted in its entirety and replaced with the following:

2.2 **Vehicle Parking on County Right of Ways.** To the extent permitted by law, no vehicles including, but not limited to, cars, trucks, motorcycles or recreational vehicles (boats, ATVs, off road vehicles, trailers, campers, motor homes and similar vehicles) shall be parked within the County right of ways for a period of time exceeding eight (8) hours in any consecutive seven (7) day period. All guests staying more than eight (8) hours in any consecutive seven (7) day period shall park their vehicles on Lots or other private property.

18. Section 2.7 is hereby deleted in its entirety.

19. Section 2.8 is hereby deleted in its entirety and replaced with the following:

2.8 **Vehicle & Equipment Storage.** All inoperable, stored, or occasional use vehicles, recreational vehicles (boats, ATVs, off road vehicles, trailers, campers, motor homes and similar vehicles), motorcycles and commercial vehicles, shall be stored inside of an enclosed building in a location not directly visible from any other residence or County rights of way; provided, however, that the ARC may permit outdoor storage of recreational vehicles on Lots with an existing residence/garage subject to the following restrictions: (1) The recreational vehicle does not exceed forty feet (40') in length; (2) the recreational vehicle must be licensed for daily use on public streets without requiring a special permit; (3) no recreational vehicle may



be stored outdoors on any Lot closer to the County right of ways than the front of the garage facing the County right of ways; (4) recreational vehicles shall be stored behind the residence and not visible from public streets to the extent reasonably feasible as determined by the ARC; provided, however, that if the ARC determines it is not reasonably feasible to store a recreational vehicle outdoors behind the residence, then the ARC may approve storing the recreational vehicle adjacent to the side of the garage as long as the remaining restrictions in this Section 2.8 are satisfied; (5) no outdoor storage of recreational vehicles shall materially impair views from other Lots to the open spaces, view corridors or public streets; (6) all recreational vehicles stored outdoors must be operable, like new condition, fully licensed and registered, and be no more than ten (10) years old; and (7) all recreational vehicles must be stored entirely on a concrete, asphalt or other hardscape surface.

20. Section 2.9 is hereby deleted in its entirety and replaced with the following:

2.9 Outdoor Storage. Except as otherwise provided in Section 2.8 relating to outdoor storage of recreational vehicles, no outdoor storage of vehicles, building or other materials (except firewood for personal use), machinery and/or equipment shall be permitted on any Lot; provided, however, the ARC may approve temporary outdoor storage, but only in conjunction with construction of a structure or other improvements being undertaken pursuant to an approved Kitsap County building, clearing or grading permit and subject to a reasonable period of time as determined by the ARC.

21. Section 2.10 is hereby deleted in its entirety and replaced with the following:

2.10 Outdoor Fires. No incinerators or other open waste burning fires shall be permitted. Materials that are permitted to be burned are limited to those allowed by Kitsap County or the North Kitsap County Fire Department. All outdoor fires are subject to temporary or permanent burning bans imposed by Kitsap County or any other governmental entity with jurisdiction in Kitsap County. The Board, at its sole discretion, may impose a ban on any and all outdoor burning for a temporary period based on extreme fire danger.

22. Section 2.12 is hereby deleted in its entirety.

23. Section 2.13 is hereby deleted in its entirety and replaced with the following:

2.13 Vacation Provisions. No vacant Lot may be used for vacation purposes, such as overnight camping and similar activities.

24. Section 2.16 is hereby deleted and replaced by the following:

2.13 Temporary Structures, Mobile Homes and Manufactured Homes. No structure of a temporary character, basement only, tent, shack, garage, barn, prefabricated structure, other outbuildings, camper, trailer, motor home or other recreational vehicle, shall be used as a residence, except on a temporary basis in conjunction with construction of a primary residence pursuant to an approved Kitsap County building permit and subject to a reasonable



period of time as determined by the ARC, but in no event longer than twelve (12) months. No mobile or manufactured homes shall be permitted on any Lot.

25. Section 2.21 is hereby deleted in its entirety and replaced with the following:

2.21 Garbage and Refuse Material. No Lot shall be used or maintained as a dumping ground for discarded equipment, rubbish, trash, garbage, or similar material. After initial construction of a residence on a Lot, all garbage and trash shall be kept in covered containers. No garbage cans or similar garbage or trash containers shall be visible from neighboring Lots or the public streets until 6 PM the evening before the designated day for refuse pick up. All containers must be removed from view by 10 PM the day of the refuse pick-up.

26. Section 3.1 is hereby deleted in its entirety and replaced with the following:

3.1 Owners' Maintenance Responsibilities. Each Lot Owner shall have responsibility for maintaining the exterior of their residence and garage, all other buildings and improvements, and landscaping located on their Lot, including the utility and stormwater easements located thereon. Each Lot shall be maintained in a clean, and well-kept condition at all times and shall be kept free of litter, junk, trash, rubbish, garbage, debris, and excess building materials.

27. Section 3.2 is hereby deleted in its entirety and replaced with the following:

3.2 Repair and Maintenance Rights and Duties of the Association. The Association shall maintain and repair any improvements within the Common Areas, including entry areas, signage, and any trail(s) within Tracts A, C, D and E and the critical area buffers; provided, however that the Association shall not be responsible for maintenance of the utility and stormwater drainage easements over any Lot, which shall be maintained by the Owner of the Lot(s) over which the easements are extended as provided in Section 3.1. The Association shall have the right to contract with third-parties for Association maintenance, repairs and replacement.

28. Section 3.3 is hereby deleted in its entirety and replaced with the following:

3.3 Access Easement. For the purpose of performing any maintenance or repair as authorized by this Article, or for purposes of making emergency repairs necessary to prevent damage to a portion of Hansville Heights including, without limitation, Tracts A, C, D and E, or for any other purpose reasonably related to the performance by the Board of its responsibilities under this Declaration, the Association (and its agents, employees and contractors) shall have an irrevocable easement over and onto all utility and stormwater easements located on any Lot and Tracts A, C, D and E and shall also have the irrevocable right after reasonable notice to the Owner, and at reasonable hours, to enter onto any Lot.

29. Section 4.2 is hereby deleted in its entirety and replaced with the following:

4.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the maintenance, repair and replacement of the Association responsibilities set forth in Section 3.2, Association operations, insurance and other expenditures approved by the Board for the betterment of Hansville Heights. The normal maintenance necessary or desirable for the areas of Association responsibility shall be determined by a majority vote of the Board based on the nature and condition of the amenities and the total amount of Regular Assessments that are anticipated based upon the budget. Owners shall contribute a pro rata share per Lot of the budgeted expenses of the Association, which will be paid as Regular Assessments. The Board, from time to time, shall consider whether to obtain a reserve study. If a reserve study is obtained, then the Board shall consider whether a reserve fund should be established for maintenance, repair or replacement of improvements for which the Association has responsibility. The amount to be paid by each Owner into any reserve fund established by the Board shall be included in the annual budget and paid by each Owner on a pro rata share per Lot as part of the Regular Assessments.

30. Section 4.6 is hereby deleted in its entirety and replaced with the following:

Date of Commencement of Assessments; Due Dates. The Regular Assessments provided for herein shall commence as to all Lots on a date determined by the Board. Due dates of Regular Assessments shall be the first day of every new quarter, being the first day of January, April, July and October.

31. Section 5.1 is hereby deleted in its entirety and replaced with the following:

5.1 Common Areas. "Common Areas" shall consist of Tracts A, C, D and E and utilities and stormwater easements within Hansville Heights.

32. Following Section 5.5, the remaining Sections in Article 5 were numbered incorrectly as Sections 5.2, 5.3 and 5.4. These Sections should have been Sections 5.6, 5.7 and 5.8. Any inaccurate references to the incorrectly numbered Sections shall now refer to Sections 5.6, 5.7 and 5.8 below. In addition, additional amendments to these Sections are warranted. Accordingly, the incorrectly numbered Sections are hereby deleted in their entirety and replaced as follows:

Section 5.6 Owners' Rights, Duties, Rules and Regulations with Respect to Trails and Common Areas:

5.6.1 The trails and Common Areas are for day use only. No night time use or overnight camping is allowed. No personal property may be left in said areas overnight.

5.6.2 Lot Owners using the trails and Common Areas shall haul all trash out.

5.6.3 Children under the age of 10 must be accompanied by an adult.



5.6.4 Domestic pets must be on leashes or otherwise restrained.

5.6.5 The Association shall secure a comprehensive general liability insurance policy providing coverage for bodily injury and property damage for any single occurrence, in an amount of not less than One Million Dollars; provided, however, that the Association is not required to obtain the insurance until such time as there are adequate Regular Assessment funds available to pay the insurance premiums. The policy or policies shall name the Association, Board and the Lot Owners as insureds.

5.6.6 Property Taxes on Common Areas, Trails and Open Space Tracts. Tracts A, C, D and E are not currently assessed a property tax by Kitsap County. In the event that in the future these Tracts are ever assessed a property tax by Kitsap County, then the Lot Owners shall pay a pro rata share, per Lot, of the assessed property taxes. Said property taxes may be included in the Regular Assessments made under the provisions of Article 4 or, in the alternative, in the form of an Extraordinary Assessment levied against the Lots in an amount equal to said property taxes (regardless of any limitation otherwise applicable to Extraordinary Assessments set forth in Paragraph 4.4 above), to be paid in two semi-annual installments, thirty (30) days prior to the due date of each property tax installment.

5.7 The obligation of the Association to maintain Tracts A, C, D and E, together with the amenities thereon, and the provisions of Subparagraphs 5.6.1 through 5.6.6 of this Declaration may not be materially modified or removed from this Declaration without the express written consent of the Declarant and/or Declarant's designee while Declarant or Designee owns at least one Lot. Thereafter, without the prior written consent of the Board.

5.8 Owners' Rights and Duties with Respect to Utilities. The rights and duties of the Owners of Lots within the Property with respect to utilities shall be as follows:

5.8.1 Whenever sanitary sewer, water, electric, gas, television receiving, or telephone lines or connections are located or installed within the utility and stormwater drainage easements, which connections, or any portion thereof, lie in or upon or beneath Lots other than the Lot served by said connections, the Owner of any Lot served by said connections shall have the right, and is hereby granted an easement to the full extent necessary therefore, to enter upon the other Lots or to have the utility companies enter upon the other Lots in or upon or below which said connections, or any portion thereof lie, to repair, replace and generally maintain said connections as and when necessary; provided, however, that upon completion of the repair, maintenance or replacement, the surface of the Lot(s) entered onto shall be restored as close as possible to the condition existing immediately prior to commencement of the work at the sole cost and expense of the Owner seeking access.

5.8.2 In the event of a dispute among the Lot Owners with respect to the repair, maintenance or replacement of any utility connections, or with respect to the sharing of the cost thereof, then upon written request of one of such Lot Owner addressed to the Association, the matter shall be submitted to the Board, which shall decide the dispute, and the decision of the Board shall be final and binding on the affected Lot Owners.

32. Section 6.1(b) is deleted in its entirety and replaced as follows:

(b) **Liability Insurance.** A comprehensive general liability insurance policy covering Tracts A, C, D and E, and any improvements located thereon, shall provide coverage for bodily injury and property damage for any single occurrence, covering bodily injury and property damage resulting from the operation, maintenance, repair or use of the Tracts A, C, D and E in such amounts as the Board may determine.

HANSVILLE HEIGHTS HOME OWNERS ASSOCIATION, a  
Washington non-profit corporation

By: Robert Dixon Disney May 3, 2019.  
Robert Dixon Disney  
President

By: Heyjin Jung Disney May 3, 2019  
Heyjin Jung Disney  
Secretary

#### CERTIFICATION

The undersigned Secretary represents that this Second Amendment was duly approved by the requisite vote of Members at a Meeting of Members on Monday, April 29, 2019.

By: Heyjin Jung Disney May 3, 2019.  
Heyjin Jung Disney  
Secretary



STATE OF WASHINGTON )  
 ) ss.  
County of Kitsap )

I certify that I know or have satisfactory evidence that Robert Dixson Disney is the person who appeared before me, acknowledged that he is the President of Hansville Heights Home Owners Association, a Washington non-profit corporation, executing this instrument, and acknowledging that he signed this instrument and acknowledged it to be the free and voluntary act of Hansville Heights Home Owners Association, for the uses and purposes mentioned in the instrument.

DATED: 5/3, 2019.



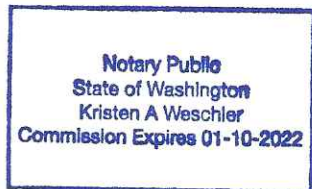
*Kristen A Weschler*

NOTARY PUBLIC, in and for the  
State of Washington,  
Residing at: port orchard  
My Commission expires: 1/10/2022

STATE OF WASHINGTON )  
 ) ss.  
County of Kitsap )

I certify that I know or have satisfactory evidence that Heyjin Jung Disney is the person who appeared before me, acknowledged that she is the Secretary of Hansville Heights Home Owners Association, a Washington non-profit corporation, executing this instrument, and acknowledging that she signed this instrument and acknowledged it to be the free and voluntary act of Hansville Heights Home Owners Association, for the uses and purposes mentioned in the instrument.

DATED: 5/3, 2019.



*Kristen A Weschler*

NOTARY PUBLIC, in and for the  
State of Washington,  
Residing at: port orchard  
My Commission expires: 1/10/2022