



**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
RESERVATIONS FOR THE PLAT OF BOULEVARD PARK**

This declaration, made this 19<sup>th</sup> of February 2003 by Deering & Nelson, Inc., a Washington corporation, hereinafter called the "Developer".

**BOULEVARD PARK HOMEOWNERS ASSOCIATION**

WITNESSETH;

WHEREAS, Developer is the owner of the real property described in Article II of this declaration and desires to create thereon a residential community with permanent landscaped common areas and other residential amenities for the benefit of said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities of said community and for the maintenance of said landscaped areas, open spaces, and other common facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated or assigned the powers of maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer will incorporate under the laws of the State of Washington, a non-profit corporation, the Boulevard Park Homeowners Association, for the purpose of exercising the functions aforesaid;

NOW THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

**ARTICLE I  
DEFINITIONS**

A. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

1. "Association" shall mean and refer to the Boulevard Park Homeowners Association.
2. "The properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.
3. "Common Maintenance Areas" shall mean and refer to those areas of land shown on any recorded subdivision plat of the properties that are maintained by the association for the common use and enjoyment of the owners of the properties. "Common Maintenance Areas" shall include: All landscaping and fencing of Tracts A,B,C,D,E and F, all water retention ponds and sidewalks



in Tracts A,B,C,D,E and F, all street and decorative trees within Tracts A,B,C,D,E and F, all mailboxes, stands, and enclosures within the boundaries of Boulevard Park and all street lighting and storm water facilities belonging to the Thurston County within the plat.

4. "Lot Owner" shall mean and refer to the record owners, whether one or more persons or entities of the fee simple title to any lot, notwithstanding any applicable theory or the mortgage. It shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

5. "Member" shall mean and refer to all those owners who are members of the Association as provided in Article V, Section A, hereof.

## ARTICLE II RESIDENTIAL AREA COVENANTS

### A. LAND USE AND BUILDING TYPES

All building sites on "the properties" shall be known and described as residential building sites. No structures shall be erected, altered, placed, or permitted to remain on any building site other than on a detached single family dwelling not to exceed two (2) stories in height, a private garage for no less than two (2) vehicles, guest house and other outbuildings incidental to residential use of the premises.

### B. BUILDING LOCATION

No building shall be located nearer than 5 feet to an interior lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Any regulation of the governing jurisdiction requiring a larger setback than these covenants shall take precedence.

### C. EASEMENTS

Easements for installation and maintenance of utilities, landscaping and drainage facilities are reserved as shown on the recorded plat of Boulevard Park. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

### D. NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

### E. TEMPORARY STURCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or any other outbuilding shall be used on any lot at any time as a residence.



#### F. CONSTRUCTION PERIOD

Any dwelling or structure erected on any lot in this subdivision shall be completed as to external appearance, including finish painting, within nine (9) months from date of start of construction except for reasons beyond control in which case a longer period may be permitted, if authorized by the Architectural Control Committee.

#### G. SIGNS

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or signs used by a builder to advertise the property during the construction and sales period. Political signs of not more than five (5) square feet are allowed.

#### H. ANIMALS AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose and are not allowed to roam unattended.

#### I. GARBAGE

No lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage or other waste shall not be kept except in sanitary containers, out of view from the front or sides of the house except for those collection days when the disposal service picks up and then for no more than twelve (12) hours at any one time can the garbage containers remain in view from the street. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

#### J. FENCES

Fencing in Boulevard Park shall be constructed of cedar panels, 2 x 4 trim and 4 x 4 posts that are pressure treated. The design shall be the same as used in the Sequoia Park subdivision including the top decorative piece. In all cases, fences must conform to proceeding design and County standards. No fence, wall or hedge shall be permitted to extend nearer any street than the minimum setback line. Exception to this paragraph may be granted by the procedure specified in Article IV (Architectural Control Committee).

#### K. ROOFING MATERIALS

Roofing materials shall consist of cedar shakes, 20 year composition shingles, concrete/brick tile or equal approved by the Architectural Control Committee.

#### L. CAMPERS, TRAILERS AND RECREATION VEHICLES

The keeping of a boat, boat trailer, camper, mobile home, automobile, recreational vehicle or travel trailer, or similar objects, either with or without wheels, on any parcel of property covered by these covenants is prohibited unless written permission is granted by the procedure specified in Article IV (Architectural Control Committee) providing for storage to be no less than 20 feet to the front property line or to any side street line; provided, however, that such personal property or vehicle shall be adequately screened and/or within a structure which has been architecturally approved by provision or Article IV.



**M. ANTENNAS**

There shall be no exposed antennas on roof and no satellite dishes permitted, on or off the roof, with a diameter over 2 feet.

**N. LANDSCAPING**

All lots shall be landscaped including sod or seeding lawn for at least 70% of available front and side areas of the residence. Front and side shall be totally landscaped with shrubs at owners discretion and shall be completed before occupancy permit is applied for. Any street trees in common areas shall be maintained (water, fertilizer, pruning, etc.) by the Boulevard Park Homeowners Association. If any trees die, the Homeowners Association shall be responsible for replacing said tree(s) with a comparable species of similar size and quality.

**O. GARAGE AND GARAGE DOORS**

No garage shall be less than a two-car garage. No garage door facing the street shall be less than eight (8) feet wide. Garage doors facing the street shall remain closed at all times except when necessary for those times when the home owner is entering or leaving garage or working out front.

**P. SIDING**

T1-11 siding is not acceptable on the front of a residence. Lap siding or greater must be use on the front of all residences.

**Q. MAILBOXES**

All mailboxes shall be of the same color and style.

**R. WINDOWS**

Windows facing the street shall be gridded or have prior approval of the Architectural Control Committee.

**S. COLOR**

All exterior house colors shall be approved by the Architectural Control Committee.

**T. SQUARE FOOTAGE**

The minimum square footage for a one-story rambler shall be 1300 square feet, not including garage. Two-story homes shall be at least 1450 square feet, unless otherwise approved by the Architectural Control Committee.

**U. TREE MAINTENANCE AND REMOVAL**

No tree within the plat of Boulevard Park, whether original or planted, shall be removed or cut down without the approval of the Homeowners Association. The Homeowners Association shall be responsible for preserving and maintaining all trees identified for preservation, for water and maintaining trees planted in all common areas so as to ensure their growth and survival, and for pruning, vine removal and other cultural practices to trees identified for preservation.



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**ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS**

- A. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.
- B. The Association shall have one class of voting membership, Class A, which shall include all owners, with the exception of the Developer, and member shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be executed as they determine, but in no event shall more than one vote be cast with respect to any lot.
- C. The Association shall have the right to suspend the voting rights of any owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

**ARTICLE IV  
MEETINGS OF MEMBERS**

- A. ANNUAL MEETINGS. The first meeting of the members shall be held in January, 2004. Fifteen (15) days written notice will be given to members prior all annual meetings. Subsequent annual meetings will be held each January thereafter at a date to be determined by the board of directors.
- B. SPECIAL MEETING. Special meetings of the members may be called at any time by the request of the President or by the Board of Directors, or upon written request of (1/4) of the members of the Association.
- C. NOTICE OF MEETING. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary. At least (15) days notice will be given to each member on title to vote at a meeting. Such notice will specify the place, day and time of the meeting, and, in the case of a special meeting, the purpose of the meeting.
- D. QUORUM. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation or this document. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, and in the case of a special meeting, the purpose of the meeting.

**ARTICLE V  
BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE**

- A. NUMBER. The affairs of this Association shall be managed by a board of seven (7) directors, who need not be members of the Association.
- B. TERM OF OFFICES. At the first annual meeting the members shall elect two directors to serve a term of one year, three directors to serve a term of two years, and two directors to serve a term of three years. At each succeeding annual meeting, directors will be elected to replace each director whose term is expiring.



C. REMOVAL. Any director may be removed from the board, with or without cause, by a majority vote of the members of the Association. In the event of his death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of the removed director.

D. COMPENSATION. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duty.

E. ACTION TAKEN WITHOUT A MEETING. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## **ARTICLE VI NOMINATION AND ELECTION OF DIRECTORS**

A. NOMINATION. Nomination for election to the board of directors shall be by the members at the annual meeting.

B. ELECTION. Election to the Board of Directors will be by secret ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

## **ARTICLE VII MEETINGS OF DIRECTORS**

A. REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

B. SPECIAL MEETING. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

## **ARTICLE VIII COVENANT FOR MAINTENANCE ASSESSMENTS AND RELATED DUTIES OF BOARD OF DIRECTORS**

### **A. TYPES OF ASSESSMENTS**

1. Annual Assessments or charges
2. Special Assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.



**B. PURPOSE OF ASSESSMENTS.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the properties and in particular for the improvements and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Maintenance Areas, including but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

**C. BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS.** The initial annual assessment shall be \$180.00 per year per lot from and after the 24<sup>th</sup> day of JUNE 2003. The Developer shall not be subject to payment of annual assessments. The annual assessment may be increased or decreased by a two-thirds (2/3) majority vote of the members, as hereinafter provided, for the next succeeding three (3) years and at the end of each such period for each succeeding period of (3) years starting January 1, 2006.

**D. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS.** In addition to the annual assessments authorized by Section C above, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any purpose of defraying, in which 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 two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

**E. CHANGE IN BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS.** Subject to Section C hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section C hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes of voting members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitation of Section C hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section B (1) hereof.

**F. QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS D AND E.** The quorum required for action authorized by Sections D and E herein shall be as follows:

At a meeting called, the presence at the meeting of members or proxies entitled to cast fifty (50) percent Of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections D and E and required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the proceeding meeting, but not less than three (3) votes, provided that no such subsequent meeting shall be held more than sixty (60) days following the proceeding meeting.

**G. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENT: DUE DATES.** The annual assessments provided for herein shall commence on the closing of each lot. The assessments for any year, after the first year, shall become due and payable on the first day of January of said year. The due date of any special assessment under Section D hereof shall be fixed in the resolution authorizing such assessments.



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**H. DUTIES OF BOARD OF DIRECTORS.** The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be open to inspection by any owner.

Written notice of assessments shall thereupon be sent to every owner subject thereto.

The Association shall provide a receipt to each owner upon payment of assessment, setting forth whether said assessments have been paid. Such receipt shall be conclusive evidence of payment of any assessment therein stated to have been paid. The cost of preparing such a statement may be charged to the owner receiving it.

**I. EFFECT OF NON-PAYMENT OF ASSESSMENT: THE PERSONAL OBLIGATION OF THE OWNER: REMEDIES OF ASSOCIATION.** If the assessments are not paid on the date when they become due (being the dates specified in Section G hereof), then such assessment shall become delinquent and shall, together with such interest thereupon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, their heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessments, however, shall remain his personal obligation until paid in full.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten(10) percent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint a reasonable attorney's fee to be fixed by the court together with the cost of the action.

**J. SUBORDINATION OF THE LIEN TO MORTGAGES.** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties and shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceedings in lieu of foreclosure. Such sale or transfer shall not relieve such property owner of liability for any assessments thereafter becoming due, not from lien of any such subsequent assessment.

**K. EXEMPT PROPERTY.** The following property subject to this declaration shall be exempt from the assessment charge and lien created herein:

1. All properties to the extent of any easement or other interest therein dedicated and accepted by all local public authority and devoted to the public use; and
2. All properties exempted from taxation by the laws of the State of Washington, upon the terms and to the extent of such legal exemption.

Notwithstanding any provision herein, no land or improvement devoted to dwelling use shall be exempt from said assessments, charges or liens.

## **ARTICLE IX OFFICERS AND THEIR DUTIES**

**A. ENUMERATION OF OFFICERS.** The officers of the Association shall be the President, the Vice-President and the Secretary/Treasurer. All three members of the Board of Directors shall be officers.

**B. DUTIES.** The duties of the officers are as follows;

1. **PRESIDENT.** The President shall preside at all meetings of the Board of Directors and all general membership meetings; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.



2. **VICE-PRESIDENT.** The Vice-President shall act in the place and stand of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
3. **SECRETARY/TREASURER.** The secretary/treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate records showing the members of the Association together with their address; receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenses to be presented to the membership at its regular annual meeting.

## ARTICLE X ARCHITECTURAL CONTROL COMMITTEE

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee composed of two (2) or more representatives appointed by the Board of Directors of the Association.

The initial Architectural Control Committee shall be composed of the following: Ronald E Deering and Thomas A Deering.

Notwithstanding any of the above provisions to the contrary, it is intended that the initial Architectural Control Committee shall remain in office until at least January 1, 2005.

After this date the authority of the Architectural Control Committee shall automatically transfer to the Boulevard Park Homeowners Association, a non-profit corporation, for the designation of such new committee members as provided herein above by the Board of Directors of said corporation.

The Architectural Control Committee shall have the primary responsibility of interpreting and enforcing the rules and regulations of building and improvements subject to the procedures hereinafter set forth. The Architectural Control Committee shall adopt such reasonable and uniform rules of architectural control as the Board of Directors may prescribe, including, but not necessarily limited to the following:

- A. No outbuilding or structure of any kind may be started on a platted residential lot before construction of a permanent residence.
- B. No construction of a dwelling may be started on a platted residential lot without first obtaining:

\*Written approval from the Board of Directors of the Association or the Architectural Control Committee designated by it pursuant to these covenants.

\*Each single family residence on a platted residential lot shall contain a minimum floor area of 1300 square feet for one story, exclusive of open decks (covered or uncovered), garages, covered carports, sheds or outbuildings and 1450 square feet for two stores, unless otherwise approved by the Architectural Control Committee.



The majority of the Architectural Control Committee may designate a representative to act for it. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore it to any of its powers and duties.

The committee's approval or disapproval as required in these covenants shall be in writing. The Board of Directors of the Association or the Architectural Control Committee designated by it shall determine whether any given use of a platted residential lot unreasonably interferes with an abutting owner's use of his property, and such determination shall be conclusive. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted, approval will automatically be granted. Approval by the Architectural Control Committee does not constitute authorization to proceed with any activities that may require conformance with Thurston County procedures and regulations.

The Association will hold the committee members harmless from any actions taken (or actions not taken) under any section of this declaration. By purchasing a lot in Boulevard Park, the owners agree that, to the extent permitted by law, no member of the committee shall have any liability to the owners for any actions taken or any actions not taken while acting as the Architectural Control Committee under this declaration.

## **ARTICLE XI MAINTENANCE OF LANDSCAPED EASEMENTS AND LANDSCAPED AREAS INCLUDING STORM WATER TRACTS AND EASEMENTS WITHIN THE PLAT OF BOULEVARD PARK**

**A. RESPONSIBILITY FOR COMMON MAINTENANCE AREAS.** It shall be the responsibility of the Association to maintain landscaped areas and storm drainage control areas within the plat of Boulevard Park herein described as Common Maintenance Area. The Association shall be responsible for the maintenance of Tracts C and E in accordance with the storm water maintenance agreement executed and on file with Thurston County.

## **ARTICLE XII GENERAL PROVISIONS**

**A. DURATION.** The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owners of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, unless an instrument signed by the then owners of two-thirds (2/3) of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement to change shall be effective unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of an action taken. There will be one instance in which this duration and voting power will be null and void. That is in regard to the covenants, conditions, restrictions, and reservations for the plat of Mirasett; it is hereby noted that the Boulevard Park Homeowners Association does not have the voting authority to rid themselves of the obligation to maintain the storm water system including the water retention ponds as well as pedestrian walks.

**B. NOTICES.** Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a member or owner on the records of the Association at the time of such mailing.



**C. ENFORCEMENT.** Enforcement of these covenants and restrictions shall be by any proceeding at law or inequity against any person or persons who violate any covenant or restriction, either to restrain violation or to recover damages, and against any land to enforce any lien created by these covenants; and failure by the Association or owner to enforce any covenant or restriction herein contained shall in no event be deemed as wave of the right to do so thereafter.

**D. SEVERABILITY.** Invalidation of any one of these covenants, or restriction by judgment or Court Order shall in no way effect any other provisions which shall remain in full force and effect.



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