

EXHIBIT B

Article VI, Section 5 of By-laws

The "6 1/2 % per annum" is deleted from the fifth line of Article VI, Section 5, of the By-laws and the following inserted in its place:

same rate as the interest on judgments pursuant to RCW 4.56.110,

The rest of Article VI, Section 5 of the By-laws remains the same.

The current interest rate under RCW 4.56.110 is 12%.

RESOLUTION OF OWNERS TO AMEND THE
DECLARATION OF PROTECTIVE COVENANTS,
RESTRICTIONS, EASEMENTS AND AGREEMENTS
WITH RESPECT TO THE PLAT OF COMPTON GREEN

The members of the Compton Green Homeowners Association, Inc. (the "Association") at a duly called meeting held on September 18, 2000, by a vote of _____ to _____, being at least seventy-five percent (75%) of all the members of the Association present at such meeting in person or by proxy, hereby adopt the following resolutions:

BE IT RESOLVED, that Article VI of the Declaration of Protective Covenants, Restrictions, Easements and Agreements with Respect to the Plat of Compton Green, recorded under King County Recording No. 6242180 (the "Declaration"), is hereby stricken in its entirety and a new Article VI is inserted in its place as set forth on Exhibit A, attached hereto and incorporated herein by this reference.

BE IT RESOLVED, that the President and Secretary of the Association are hereby authorized to certify that the foregoing Amendment to the Declaration, has been duly adopted by at least seventy-five percent (75%) of the owners and to record a Certificate so stating.

BE IT RESOLVED, that except as amended hereby, the Declaration shall continue in full force and effect.

Dated: September 18, 2000.

Connie Atteberry, President

Teresa Weitz, Secretary

**EXHIBIT A
TO RESOLUTION OF OWNERS**

**ARTICLE VI
DURATION AND ENFORCEMENT OF COVENANTS**

1. These covenants shall remain in full force and effect for a period of thirty (30) years from the date these covenants are recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of the majority of the lots agreeing to amend or terminate these covenants in whole or in part, is filed or recorded within the one-year period immediately preceding or the thirty-one (31) day period immediately following the date of expiration.
2. These covenants may be amended at any time by the affirmative vote of a 75% majority of all the members of the Association present at any meeting called for that purpose, or by an instrument signed by the owners of a 90% majority of the lots.
3. A violation of any provision of these covenants or the Bylaws of the Association or of any rule or regulation adopted pursuant to these covenants or the Bylaws, or of any decision of the Association or the Architectural Control Committee made pursuant to such documents, including but not limited to failure to pay any fees, dues, fine, regular or special assessment or any other charges for which a member is obligated to the Association, shall give the Association the right, in addition to any other rights set forth in these covenants or the Bylaws, to do any and all of the following:
 - (a) To enjoin, abate, or remedy such thing or condition by appropriate legal proceedings, including but not limited to foreclosure of liens, restraining order or injunction, and/or an action for recovery of damages, including incidental and/or consequential damages and attorney's fees and costs; or
 - (b) To levy reasonable fines.
4. The actions adopted pursuant to subsections 3(a) or 3(b) above shall be effective twenty (20) days after the Board gives written notice of the action to the affected lot owner unless, within ten (10) days following such notice, said lot owner responds orally or in writing and/or requests that the Board of Trustees establish a Review Panel of three (3) members of the Association to review the Board's decision. If the lot owner responds to such notice, but does not request establishment of a Review Panel, then the Board shall consider the substance of the lot owner's response and make a final determination regarding the Association's action. If the lot owner requests that the Board establish a

Review Panel, then within ten (10) days of said request, the affected lot owner shall appoint one (1) of the members of the Review Panel and the Board shall appoint one (1) member, and the two (2) members will appoint a third, unless the affected lot owner fails to timely appoint one (1) of the members, in which case the Board shall appoint all three (3) of the members. The Review Panel shall review the Board's decision and the lot owner's response and shall (i) adopt the Board's decision as the final decision of the Association; or (ii) find in favor of the lot owner; or (iii) identify such element(s) of the Board's decision appropriate for reconsideration and direct that the Board reconsider its decision. The decisions of the Review Panel and the Board shall be made in accordance with all relevant provisions of the covenants, Bylaws and rules and regulations of the Association. The Board of Trustees is hereby authorized and empowered to establish such rules and regulations to implement the review procedures set forth herein, including but not limited to time periods for notices and actions, as it deems necessary and appropriate.

5. In any legal proceeding, including any appeal, petition for review, arbitration or mediation, pertaining to these covenants, the Court determining the matter shall have the right to assess costs of said proceeding, including but not limited to those not taxable by statute and attorney's fees incurred by any party, in such manner as the Court determines to be just and equitable. In addition, the lot owner violating the covenants, Bylaws or written rules adopted by the Board of Trustees shall be liable to the Association for all attorney's fees and expenses incurred by the Association if legal proceedings are not instituted, including all expenses incurred by the Association in remedying the default, damage incurred by the Association or lot owners, or any fine so levied. Such sums shall be assessed against the offending lot as an assessment and enforced as provided herein.
6. No person or entity shall have the right to seek judicial review of any decision of the Architectural Control Committee, the trustees of the Association or the Review Panel, except in the event of fraud or procedural irregularity. A court of competent jurisdiction shall have the authority to enforce the procedures set forth herein and in the Bylaws and rules and regulations.
7. The Association may from time to time adopt reasonable additional provisions in the rules and regulations of the Association as may be necessary or advisable to ensure compliance with or to supplement the foregoing covenants, conditions, easements and agreements and the Bylaws. All lot owners shall comply in all respects therewith.
8. Invalidation of any of these covenants by a judgment or by court order shall not affect any of the other provisions hereof, which shall remain in full force and effect.

9. The failure of the Association, the Board of Trustees, or the Architectural Control Committee to require in any one or more instances a strict performance of or compliance with any of these covenants, the Bylaws, or the Association's rules and regulations, or to serve any notice or to institute any action or proceeding, shall not be construed as a waiver or release thereof, but they shall continue and remain in full force and effect. The receipt by the Association of any sum paid by an owner, with or without the knowledge of the breach of or failure to comply with any such provision, shall not be deemed a waiver thereof. No waiver, express or implied, of any such provision shall be effective unless made in writing pursuant to procedures specified herein or in the Bylaws, or if no such procedures are specified, then in writing and signed by the president of the Association pursuant to the authority contained in a resolution of the Board of Trustees.