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KING COUNTY, WA

AUDITOR'S INDEXING FORM

DOCUMENT TITLE:	NOTICE OF AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR THE LAKE AT WINTERWOOD COMMUNITY ORGANIZATION
GRANTOR:	THE LAKE AT WINTERWOOD COMMUNITY ORGANIZATION
GRANTEE:	THE LAKE AT WINTERWOOD COMMUNITY ORGANIZATION
LEGAL DESCRIPTION: Abbreviated form (lot, block, plat name, section-township-range)	
ASSESSOR'S PROPERTY TAX PARCEL NUMBERS:	
REFERENCE NUMBERS OF DOCUMENTS ASSIGNED OR RELEASED OR RELATED DOCUMENTS:	8809140037

Filed at the Request of:

Gregory F. Cromwell
Attorneys at Law
Hanis Irvine Prothero PLLC
6703 S. 234th St., Suite 300
Kent, WA. 98032

**NOTICE OF AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS FOR
THE LAKE AT WINTERWOOD COMMUNITY ORGANIZATION**

THIS AMENDMENT pertains to and amends the above-named Declaration of Protective Covenants for the Lake at Winterwood Community Organization, a Washington non-profit corporation (the "Association"), dated September 9th, 1988, and which was recorded on September 14th, 1988, under King County, Washington Auditor's File No. 8809140037 (the "Declaration"), and all supplements and amendments thereto. The within Declaration amendment was adopted, approved, and accomplished in accordance with the provisions of Article I, Section 1 of the Declaration.

NOW, THEREFORE, based on the above, the Declaration is hereby amended pursuant to this instrument, effective immediately upon recording of this Amendment.

The Declaration and this Amendment pertain to the real property legally described in the Exhibit A attached to the recorded Declaration, which is hereby fully incorporated herein by this reference, all of which property is located in King County, State of Washington.

A. *In the preamble of the Declaration, the name "Schneider Homes Inc." is deleted and in its place inserted the name "The Lake at Winterwood." All other provisions in the preamble shall remain the same.*

B. *In Article B, Section 1, subsection (c) of the Declaration, the last sentence therein, "No structure may be placed or erected on a Lot except by a person or firm holding a valid contractor's license." is here by deleted. All other provisions in Article B, Section subsection (c) shall remain the same.*

C. *In Article B, Section 1, subsection (h) of the Declaration, the following shall be added thereto:*

" except what is allowed by FCC regulation or RCW."

All other provisions in Article B, Section 1, subsection (h) shall remain the same.

D. *In Article B, Section 2, titled "Animals", the following is added to the end of that Section 2:*

"Animals must be controlled by their owners in such a manner that they not be a nuisance to their neighbors and/or those using the common areas. Dogs must be on a leash or under other control at all times. Animal owners must be responsible for waste of their pets. Owners must keep dogs from barking needlessly and excessively."

All other provisions in Article B, Section 2 shall remain the same.

E. *Article B, Section 3, titled "Signs" is hereby deleted in its entirety and the following substituted in its place:*

Section 3. Signs. No sign of any kind shall be displayed to the public view on any Lot except entry signs identifying the neighborhood, one sign of not more than five (5) square feet advertising the property for sale or rent, and signs used by the Declarant or builder of a residence on the Lot to advertise and identify the property during the period of construction. Political signs are allowed 30 days before and 7 days after a primary or general election. Special event signs announcing weddings, births and similar events shall be allowed for the day of the event."

D. *Article B, Section 5, titled "Businesses" is hereby deleted in its entirety and the following substituted in its place:*

Section 5. Businesses. No trade, craft, business, profession, daycare/school, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any Lot or within any building

located in the Subdivision except home office/virtual commuting business or work-from-home venture that are incidental and secondary to the use of the property with no on-site employees or increased traffic."

E. *In Article B, Section 6, titled "Storage," the following is added at the end of that Section 6:*

"No inoperable or unlicensed vehicles of any kind shall be parked, stored, maintained, or constructed on any Lot or Street unless stored in a garage."

All other provisions in Article B, Section 6 shall remain the same.

F. *In Article B, a new Section 9 shall be added as follows:*

"Section 9. Rental. No more than 10%, or 11 homes within the subdivision may be used as rental properties at any given time. Prior to placing property up for rent, property owners must petition the HOA Board of Directors for approval to do so in order for the Board to be able to monitor the number of such properties. Any owner who desires to rent their home shall submit an Application for Rental Occupancy to the Board of Directors. Approval by the Board is subject to maintaining a 90% Owner Occupancy Ratio. Applications shall apply on a first-come, first served basis. The Board will maintain an up to date written record of rental homes to substantiate the Owner Occupant Ratio and also a waiting list of owners interested (in order of application) in renting their property as necessary. Request to the Board will be responded to in writing within 21 days. Failure to respond constitutes approval of the application.

Owners must include the requirement that the tenant conform to the CC&Rs of The Lake at Winterwood and that failure to do so would be cause for eviction. Owners are required to take corrective action against a tenant, up to and including eviction, in the case of a violation. Owners are required to provide their tenants copies of the CC&Rs prior to renting. the statement "Tenant has received copies of, read and understood The Lake at Winterwood CC&Rs" must be included in the Rental Agreement.

If an Owner fails to submit the required Application, rents the property after the Board has denied an Application, fails to provide the tenant with The Lake at Winterwood CC&Rs, or fails to include the required language in the Rental Agreement, the Board may assess a fine against the Owner until the rental is terminated.

This policy may also be enforced in a court of law by any homeowner or the Homeowner Association and either shall be entitled to recover attorney fees and costs incurred, whether or not litigation has been commenced. The Homeowner Association may recoup attorneys' fees and costs through an assessment levied against the owner and/or lien, if necessary.

Appeals must be received in writing by the Board of Directors within 7 days of the written notice to the owner. Once an appeal is received, the Board will schedule a hearing no later than 14 days following receipt to review the matter with the owner. No further legal action will take place pending the outcome of the appeal. If the Board does not schedule a meeting within 14 days as required, the matter may be considered dropped. The Board's decision on the appeal is final. If the appeal is rejected, the violation notice becomes effective three (3) days following written notification to the owner."

G. *In Article B, a new Section 10 shall be added as follows:*

"Section 10. General Appearance and Landscaping of Property. Homeowners shall be responsible for the general appearance of their property consistent with the standards established by the neighborhood."

H. *Article C, Section 2, titled "Submission of Plans," is hereby deleted in its entirety and the following substituted in its place:*

"Section 2. Submission of Plans. All plans and specifications or information required to be submitted to the Committee for approvals shall be submitted in duplicate to a Board member, 30 days before work is to begin, shall be in writing, shall contain a written request for approval and the name and address of the person submitting the same and the Lot involved and shall set forth the following with respect to a proposed structure: the location of the structure upon the Lot,

the elevation of the structure with reference to the existing and finished lot grade, the general design, the interior layout, the exterior finish materials and color including roof materials, the landscape plan, proposed location and design of the exterior detached light required under Section 3 of Article F, and such other information as may be required to determine whether such structure on conforms with these restrictions."

I. *Article C, Section 3, titled "Standards" is hereby deleted in its entirety and the following substituted in its place:*

"Section 3. Standards. The Committee shall have the authority to determine and establish standards involving aesthetic considerations of harmony of construction and color which it determines to be in the best interest of providing for attractive development of the Subdivision, which authority shall include but not be limited to the height, configuration, design and appearance of the dwelling, roofs, and fences, walls, outbuildings, pools, and other structures and improvements appurtenant to the use of a dwelling. Such determinations may be amended and shall be binding on all persons."

J. *In Article D, Section 1, titled "Open Space," the first sentence stating "Declarant shall cause Tracts A, B and C of the Plat of The Lake at Winterwood to be quitclaimed and conveyed to the Community Organization." is hereby deleted. All other provisions in Article D, Section 1 shall remain the same.*

K. *Article F, Section 1, subsection (d) shall be deleted in its entirety and the following substituted in its place:*

"Trails, playground equipment, walkways, bridges, dock and other recreational facilities, and landscaped and natural growth areas."

All other provisions in Article F, Section 1 shall remain the same.

L. *In Article G, Section 3, titled "Enforcement," the following is added at the end of that Section 3:*

"The Community Organization shall adopt a schedule of reasonable fines for violations of the bylaws, rules, and regulations of the Association."

All other provisions in Article G, Section 3 shall remain the same.

M. Article H is hereby deleted in its entirety.

N. Article I is hereby and hereafter renumbered as Article "H."

THE LAKE AT WINTERWOOD COMMUNITY ORGANIZATION:

ATTESTATION OF OFFICERS

The undersigned, as President and Secretary of the Association, certify, state and attest to the fact that the amendments to the Declaration set forth in this instrument were properly consented to by the requisite consent of the owners pursuant to Article I, Section 1 of the Declaration, that this instrument accurately states the amendments so approved, and that the amendments so adopted are fully effective as of the date of recording of this instrument in King County.

Dated: November 21, 2010.

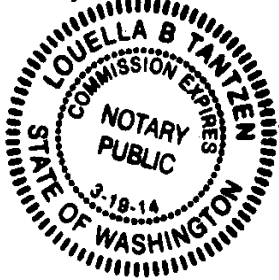
Doug Bredow
DOUG BREDOW, President

Jodie Smith
JODIE SMITH, Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 21st day of November, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DOUG BREDOW, to me known to be the President of The Lake at Winterwood Community Organization, the non-profit corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated he/she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.



Louella B. Tantzén
Print Name: Louella B. Tantzén
NOTARY PUBLIC in and for the State of Washington.
My Commission Expires: 3-19-14

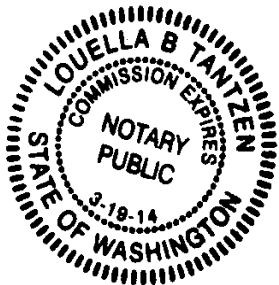
STATE OF WASHINGTON

COUNTY OF KING

) ss.

On this 21st day of November, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JODIE SMITH, to me known to be the Secretary of The Lake at Winterwood Community Organization, the non-profit corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated he/she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.



Louella B. Tantzén
Print Name: Louella B. Tantzén
NOTARY PUBLIC in and for the State of Washington.
My Commission Expires: 3-19-14