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BURLEIGH LAW, PLLC
3202 Harborview Drive, Ste 201
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Document Title: **Second Amendment to the Declaration of Protective Covenants, Conditions, Easements & Restrictions of Patrick's Faire**

Reference Numbers of Related Documents: 20011024001610, 20020124002097, 20180118000314

Grantor(s): Patrick's Faire Homeowners Association

Grantee(s): Patrick's Faire Homeowners Association

Legal Description (abbreviated): A PORTION OF THE NE ¼ OF THE NW ¼ AND OF THE NW ¼ OF THE NE ¼ SECTION 22, TOWNSHIP 22 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, CITY OF MAPLE VALLEY, KING COUNTY, WASHINGTON

Assessor's Tax Parcel No. 6679000010 through 6679001580

**SECOND AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, EASEMENTS & RESTRICTIONS OF PATRICK'S FAIRE**

WHEREAS, a certain Declaration entitled DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, EASEMENTS & RESTRICTIONS OF PATRICK'S FAIRE, (the "Declaration"), was recorded on January 24, 2002, under Recorder's File No. 20020124002097, records of King County, Washington, and subsequently amended; and

WHEREAS, said Declaration establishes covenants, conditions and restrictions which run with and bind all parties having or acquiring any right, title or interest in property within the Plat of Patrick's Faire (the "Plat"), recorded on October 24, 2001, under Recorder's File No. 20011024001610, records of King County, Washington; and

WHEREAS, pursuant to the provisions of Section 10.01 of the Declaration it may be amended by a writing approved by the Owners of fifty-one percent (51%) of the Lots; and

WHEREAS, following due notice to all Owners of the proposed amended language Owners representing no less than sixty-seven percent (67%) of the Lots have approved the amendment as set forth herein; and

WHEREAS, following due notice of the proposed amended language no less than fifty-one percent (51%) of all institutional First Mortgagees who have requested notification of amendments (if any) have approved the amendment as set forth herein;

NOW, THEREFORE, the undersigned do hereby certify that the Declaration is amended as follows:

A. *Article One, Paragraph 13 defining "Lot" is hereby deleted and a new definition inserted in its place as follows:*

13 "Lot" shall refer to the Lots located in the Real Property described herein.

B. *Article Three, Sections One and Two, entitled Development Period and Purpose of Development Period, respectively, are hereby deleted in their entirety and all following Sections of Article Three, and references in the Declaration thereto, are revised and renumbered accordingly.*

C. *Article Three, Section Three, entitled Authority of Association After Development Period, is hereby deleted and a new Article Three, Section Three, renumbered as Article Three, Section One is inserted in its place as follows:*

Section One Authority of Association. The Association shall have the authority and obligation to manage and administer the Common Areas and to enforce this Declaration. Such

authority shall include all authority provided for in the Association's Articles, Bylaws, rules and regulations and this Declaration. The Association shall also have the authority and obligation to manage and administer the activities of the ACC in its responsibilities as described in Article Ten, Section Five.

D. Article Three, Section Four, entitled Delegation of Authority, is hereby deleted and a new Article Three, Section Four, renumbered as Article Three, Section Two is inserted in its place as follows:

Section Two Delegation of Authority. The Board of Directors may delegate any of its managerial duties, powers, or functions to any person, firm or corporation. The Board shall not be liable for any breach of duty, negligence, omission, intentional act or improper exercise by a person who is delegated any duty, power or function by the Board of Directors.

E. Article Five, entitled Voting Rights, is hereby deleted and a new Article Five inserted in its place as follows:

Members shall be entitled to one vote for each Lot owned. NO more than one vote may be cast with respect to any Lot. The voting rights of any Member may be suspended as provided in the Declaration, or the Articles or Bylaws of the Association. Members' votes shall be solicited and tabulated as set forth in the Bylaws.

F. Article Eight, Section One, entitled Initial Contribution, Annual Assessments, is hereby deleted and a new Article Eight, Section One inserted in its place as follows:

Section One Association Budget. The Association shall prepare, or cause to be prepared, an operating budget for the Association at least annually, in accordance with generally accepted accounting principles. The operating budget shall set forth all sums required by the Association, as estimated by the Association, to meet its annual costs and expenses, including but in no way limited to all management and administration costs, operating and maintenance expenses of the Common Area, the cost of liability and other insurance on the Common Areas, and any charges for any services furnished by or to the Association, and the cost of funding all reserves established by the Association. The funds required to meet the Association's annual costs and expenses shall be raised by Association action to levy a general assessment against each Owner and Lot as provided hereafter. The amount of each Owner's assessment obligation shall be the Association's ratified budget total divided by the sum of the number of Lots in the Association.

G. Article Eight, Section Three, entitled Determination of Amount, is hereby deleted and a new Article Eight, Section Three, inserted in its place as follows:

Section Three Budget Ratification. Within thirty (30) days after adoption of any proposed budget for the Association, the Board must provide a copy of the budget to all Lot Owners and set a date for a meeting of the Lot Owners to consider ratification of the budget not less than fourteen

(14) nor more than fifty (50) days after providing the budget. Unless at that meeting the Owners of Lots to which a majority of the votes in the Association are allocated reject the budget, the budget and assessments against the Lots included in the budget are ratified, whether or not a quorum is present. If the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Lot Owners continues until the Lot Owners ratify a subsequent budget proposed by the Board. The budget must include:

- (a) The projected income to the association by category;
- (b) The projected common expenses and those specially allocated expenses that are subject to being budgeted, both by category;
- (c) The amount of the assessments per Lot and the date the assessments are due;
- (d) The current amount of regular assessments budgeted for contribution to the reserve account;
- (e) A statement of whether the association has a reserve study that meets statutory requirements and, if so, the extent to which the budget meets or deviates from the recommendations of that reserve study; and
- (f) The current deficiency or surplus in reserve funding expressed on a per Lot basis.

H. *Article Eight, Section Five, entitled Special Assessments, is hereby deleted and a new Article Eight, Section Five, renumbered as Article Eight, Section Four is inserted in its place as follows:*

Section Five Special Assessments. In addition to the annual assessments authorized by this Article, the Association, by and through its Board of Directors may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of facilities in the Common Areas, including the necessary fixtures and personal property related thereto, or the provision of any necessary Common services. Assessments may be made based upon the estimated cost of such work prior to the work's commencement, provided such estimate has been provided by a licensed contractor retained by the Board or ACC for the purpose of such estimate. Such assessment is effective only if the Board follows the procedures for ratification of a budget described in Article Eight, Section Three and the Lot Owners do not reject the proposed budget. The Board may provide that the special assessment may be due and payable in installments over any period it determines and may provide a discount for early payment.

I. *Article Nine, Section Four, entitled Commencement of Assessments, is hereby deleted in its entirety and all following Sections of Article Nine, and references in the Declaration thereto, are revised and renumbered accordingly.*

J. *Article Ten, Section Five, entitled Approval by ACC Required, is hereby deleted and a new Article Ten, Section Five inserted in its place as follows:*

Section Five Approval by ACC Required. No construction activity of any type including clearing and grading, cutting or transplanting of natural vegetation may begin on a Lot or Common

Area and no building, structure, fence or other improvement shall be erected, placed or altered on any Lot or Common Area until at a minimum, the building plans, specifications and plot plans showing the nature, kind, shape, height, materials, exterior color and location of such building, structure or other improvements have been submitted and approved in writing by the ACC or its authorized representative as to harmony of exterior design and location in relation to and its effect upon surrounding structures and topography. Further, no fences, hedges or walls shall be erected or altered and no exterior changes of any kind shall be made to any building including, but not limited to, exterior color changes, additions or alterations until such approval shall have been obtained.

[Paragraphs (1) through (9) remain unaltered except as set forth herein].

K. Article Ten, Section Five, Paragraph 6, entitled Appeals, is hereby deleted and a new Article Ten, Section Five, Paragraph 6 inserted in its place as follows:

6 Appeals. The Board shall serve as an appellate panel to review decisions of the ACC upon request of the party aggrieved by the ACC's decision. The Board shall provide, through rules and regulations, a procedure by which decisions of the ACC may be appealed to the Board. The Board may choose, in its discretion, to limit the scope of such appeals and provide time limitations for appeals to be made to the Board.

L. Article Ten, Section Nine, entitled Limitation on Signs, is hereby deleted and a new Article Ten, Section Nine inserted in its place as follows:

Section Nine Limitation on Signs. No sign of any kind shall be displayed to public view on any Lot, except one sign, not to exceed 24 inches by 24 inches, advertising the Lot (where posted) for sale or rent by the Owner or the Owner's authorized agent. Additionally, political signs may be displayed up to thirty (30) days before any primary or general election and must be removed within two (2) days after the election. All other signs except as described above shall be displayed to public view after written approval of the ACC.

M. Article Ten, Section Ten, entitled Completion of Construction Projects, is hereby deleted and a new Article Ten, Section Ten inserted in its place as follows:

Section Ten Completion of Construction Projects. The work of construction of all building and structures shall be pursued diligently and continuously from commencement of construction until the structures are fully completed and painted. All structures shall be completed as to external appearance, including finish painting, within eight months of the date of commencement of construction. Front yard landscaping must be completed within 90 days of completion of a Housing Unit, and rear yard landscaping must be completed within one year of completion of a Housing Unit. Except with the approval of the ACC, no person shall reside on the premises of any lot until such time as the improvements to be erected thereon in accordance with the plans and specifications approved by the Board have been completed.

N. Article Ten, Section Sixteen, entitled Residential Use Only, Home Businesses Limited, is hereby deleted and a new Article Ten, Section Sixteen inserted in its place as follows:

Section Sixteen Residential Use Only, Home Businesses Limited. No Lot shall be used for other than one detached single-family dwelling with driveway parking for not more than three cars. A trade, craft business, commercial or business or commercial activity (“Home Business”) may be conducted or carried on within any building located on a Lot, provided that any goods, materials or supplies used in connection with any trade, service or business, wherever the same may be conducted, be kept or stored inside any building on any Lot and that they not be visible from the exterior of the home, nor shall any goods, used for private purposes and not for trade or business be kept or stored outside any building on any Lot. The provisions of this Section shall permit such Home Businesses to the extent permitted by applicable zoning laws and other governmental laws, regulations, rules and ordinances. Nothing in this Section shall permit (1) the use of a Lot for a purpose which violates law, regulations, rules or applicable zoning codes, or (2) Home Business activities that cause a significant increase in neighborhood traffic, or (3) modification of the exterior of the home. The Association may, from time to time, promulgate rules restricting the activities of Home Businesses located on the Properties pursuant to the authority granted to the Association under these Covenants, the Bylaws, and RCW Chapter 64.38.

O. Article Ten, Section Nineteen, entitled Enforcement, is hereby deleted and a new Article Ten, Section Nineteen inserted in its place as follows:

Section Nineteen Enforcement. The Association may, but is not required to, take any action to enforce the provisions of the Declaration available to it under law, including but not limited to, imposition of fines as authorized by RCW Chapter 64.38, specific performance, injunctive relief, and damages. Any Member may also enforce the terms of this Article (although a Member may not impose a fine as authorized by RCW Chapter 64.38), but the Member must first obtain an order from a court of competent jurisdiction entitle the Member to relief. In the event that Member takes action to enforce the terms of the Article, the Association shall not be in any way obligated to join in such action, or pay any of the attorney’s fees, costs and expenses incurred in such action.

P. Article Eleven, Section Four, entitled Easement for Developer, is hereby deleted in its entirety.

Q. Article Thirteen, entitled Management Contracts, is hereby deleted and a new Article Thirteen inserted in its place as follows:

Each Member hereby agrees that the Association and the ACC may enter into agreements for the performance of any or all of the functions of the Association and the ACC with such persons or entities as the Association deems appropriate, however any agreement for professional

management of the Properties must provide for termination by either party without cause after reasonable notice.

R. Article Fourteen, Section One, entitled Coverage, is hereby deleted and a new Article Fourteen, Section One inserted in its place as follows:

Section One Coverage. The Association may purchase as a Common Area Expense and shall have authority to and may obtain insurance for the Common Areas against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement value in the event of damage or destruction. It may also obtain a comprehensive public liability policy cover the Common Areas. The comprehensive public liability coverage shall be in an amount to be determined by the Association. It may also obtain insurance to cover the Board, the ACC, its agents and employees from any action brought against them arising out of actions taken in furtherance of the Association's duties under this Declaration.

All such insurance coverage shall be written in the name of the Association as trustee for each of the Members of the Association. The Association shall review the adequacy of the Association's insurance coverage at least annually. All policies shall include a standard mortgagee's clause and shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days prior written notice to any and all insurance named therein, including Owners and Institutional First Mortgagees that have requested notice.

S. Article Sixteen, Section One, entitled Remedies Not Limited, is hereby deleted and a new Article Sixteen, Section One inserted in its place as follows:

Section One Remedies Not Limited. The remedies provided herein, including those for collection of any assessment or other charge or claim against any Member, for and on behalf of the Association or the ACC are in addition to, and not in limitation of, any other remedies provided by law.

T. Article Sixteen, Section Two, entitled No Waiver, is hereby deleted and a new Article Sixteen, Section Two inserted in its place as follows:

Section Two No Waiver. The failure of the Association, the ACC or of any of their duly authorized agents or any of the Owners to insist upon the strict performance of or compliance with the Declaration or any of the Articles, Bylaws, or rules or regulations of the Association, or to exercise any right or option contained therein, or to serve any notice or to institute any action or summary proceedings, shall not be construed as a waiver or relinquishment of such right for the future, but such right to enforce any of the provisions of the Declaration or of the Articles, Bylaws, or rules or regulations of the Association shall continue and remain in full force and effect. No waiver of any provision of the Declaration or of the Articles, Bylaws rules or regulations of the Association shall be deemed to have been made, either expressly or implied, unless such waiver

shall be in writing and signed by the Board of Directors of the Association pursuant to authority contained in a resolution of the Board of Directors.

U. Article Seventeen, Section Six, entitled Method of Notice, is hereby deleted and a new Article Seventeen, Section Six inserted in its place as follows:

Section Six Form and Delivery of Notice. All notices given under the provisions of this Declaration or the Bylaws or rules or regulations of the Association shall be in writing and may be delivered to the recipient by (a) personal delivery, (b) public or private mail or delivery service, (c) or by electronic transmission as provided in applicable statutes and the Bylaws. If delivery is made by personal delivery, the notice shall be deemed to have been delivered as of the date of delivery. Notice provided by deposit with a carrier shall be deemed to have been delivered upon being deposited with the carrier, postage paid, addressed to the person entitled to such notice at the most recent address known to the Board. Notice via electronic transmission is effective as of the date it is electronically transmitted to an address, location or system designated by the recipient for that purpose or has been posted on an electronic network and separate notice of the posting has been sent to the recipient containing instructions regarding how to obtain access to the posting on the electronic network. Notice to the Owner of any Unit shall be sufficient if mailed to the Unit if no other mailing address has been given to the Board. Mailing addresses may be changed by notice in writing to the Board. Notices to the Association or Board shall be addressed to the Association's registered agent at its registered office, or to an address provided by the Association to the Lot Owners. The ineffectiveness of a good faith effort to deliver notice by an authorized means does not invalidate action taken at or without a meeting.

V. Article Seventeen, Section Seven, entitled Enforcement of Declaration, is hereby deleted and a new Article Seventeen, Section Seven inserted in its place as follows:

Section Seven Enforcement of Declaration. This Declaration may be enforced by the Association or the Owner of any Lot. Such enforcement may include the institution of legal proceedings to enforce compliance with or specific performance of any of the covenants or restrictions contained in this Declaration, rules and regulations adopted by the Association, or the provisions of the Articles or Bylaws of the Association.

W. Article Eighteen, Section Two, entitled Amendment by Developer, is hereby deleted in its entirety and the provisions that follow, and all references in the Declaration to the same, are renumbered accordingly.

X. Article Eighteen, Section Five, entitled Protection of Developer, is hereby deleted in its entirety.

Y. Exhibit B to the Declaration is hereby deleted and added to the Declaration as Article Ten, Section Twenty providing as follows:

Section Twenty Limitation on Storage of Vehicles – Temporary Permits for RV’s.

Except as hereinafter expressly provided, the Lots, Common Areas and/or streets located on the Properties shall not be used for the storage and/or overnight parking of any vehicle other than private family automobiles, trucks, motorcycles and commercial vehicles operated by a person residing at the Lot (provided that such commercial vehicles contain a single rear axle). Boats, boat trailers, house trailers, campers, trucks, trucks with a camper, or other recreational vehicles or similar objects may not be stored and/or parked overnight on any part of the Properties, except as specified herein. No inoperable vehicles of any kind shall be parked, stored, maintained, or constructed on any Lot or street unless stored in a garage.

Notwithstanding the foregoing, Lot Owners who have guests visiting them intending to stay in a camper, trailer, or other form of recreational vehicle, may secure written permission from the ACC for guests to park a vehicle upon the Lot or the public street adjacent to a Lot for a period of up to 72 hours, and not to exceed two weeks in any calendar year. The privilege shall only exist, however, after written permission has been obtained from the ACC or its authorized representative. A Lot Owner that stores a recreation vehicle off-site may park the vehicle on the driveway, other unscreened area or on the street for 48 hours for the purpose of preparing for departure or upon return, to facilitate preparation and return from travel.

Z. 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 remain in full force and effect.

Dated this _____ day of _____, 2023.

PATRICK’S FAIRE HOMEOWNERS ASSOCIATION

By: _____
President

ATTEST: The above amendment was properly adopted.

By: _____
Secretary

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 **President of PATRICK’S FAIRE 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: _____

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 PATRICK’S FAIRE 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: _____