

Return Address:

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**SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS**

WEST CAMPUS DIVISIONS 4 AND 5

(Westridge aka Westridge Homeowners Association, Divisions 4 and 5)

The Declaration of Protective Covenants, Conditions and Restrictions for West Campus Divisions 4 and 5 (Westridge), recorded in King County Number 8408311315 and 8607241188, and amended under King County Recording Number 199009281450, together with any other amendments thereto, as applicable to West Campus Divisions 4 and 5, consisting of lots 1-99 as recorded in Volume 113 of Plats, pages 89-91, inclusive, and lots 1-116, as recorded in Volume 117 of Plats, pages 39-41, inclusive, records of King County, Washington, are hereby amended as follows, to wit:

Article I, section 3 is amended to:

3. Architectural Control Committee: The Architectural Control Committee ("ACC") shall consist of three (3) members who shall be appointed initially by Declarant and remain in office until such time as ninety percent (90%) of the Lots subject to this Declaration and any Supplemental Declarations have been built upon and conveyed from the home builder to a buyer; but in no event longer than June 30, 1988. From and after such time the ACC shall be composed of three (3) or more representatives elected annually by the Board of Directors.

Article III, section 2 is amended to:

2. Construction Approval. No building or other structure shall be commenced, erected or altered upon any Lot, nor shall any exterior addition be made until the construction plans and specifications and a plot plan showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the ACC as to harmony of exterior design and location in relation to and its effects upon, surrounding structures and topography. If the ACC fails to approve or disapprove such design and location within thirty (3) days after such plans and specification have been received by it, approval will not be required, and this Article will be deemed to have been fully complied with. All plans, specifications and plot plans are to be submitted to the Committee at the following address: Westridge Architectural Control Committee, Westridge Homeowners Association, c/o CM&M Property Management Co., 1911 SW Campus Dr., #454, Federal Way, WA 98023

Article III, section 7 is amended to:

7. Fences. No fence, wall or hedge shall be erected or placed on any lot nearer to any street than the minimum building setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two feet above the finish grade at the back of said wall. All fences shall be of unstained cedar or redwood, not to exceed six feet in height, with finished side outside. Only fences bordering the greenbelt may optionally be of black chain link. No chain link fencing shall be visible from any street. All other options must be requested in writing to the ACC and approved by the ACC prior to installation.

Article IV, section 1 is amended to:

1. Business and Commercial Use: Except for builder's temporary sales offices and model homes, no Lot shall be used for other than one detached single family dwelling with parking for not more than four cars, and no trade, craft, business, profession, 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 on a Lot; nor shall any goods, materials or supplies used in connection within any trade, service or business, wherever the same may be conducted, be kept or stored, outside any building on any Lot; nor shall any goods, used for private purposes and not for trade or business be kept or stored outside any building on any Lot.

Article IV, section 2 is amended to:

2. Maintenance of Structure and Landscape. All structures upon a Lot shall at all times be maintained in good condition and repair and be properly painted. Paint colors must be pre-approved by the ACC. All trees, hedges, shrubs, flowers and lawns shall be maintained and cultivated so that the Lot is not detrimental to the neighborhood as a whole. Slope banks upon any Lot shall be properly watered and maintained by the owner thereof.

Article IV, section 3, is amended to:

3. Vehicles. No business or commercial vehicles or recreational vehicles, including but not limited to boats, campers and trailers- whether operable or not- of any kind shall be parked, stored, maintained or constructed on any Lot or street in such a manner as to be visible from the street or neighboring Lots.

Article IV, section 4 is amended to add a comma on the 3rd line between dogs, cats:

4. Pets. No animals or fowls shall be raised, kept or permitted on any Lot excepting only domestic dogs or cats and excepting caged birds kept within the dwelling unit, provided such dogs, cats and pet birds are not permitted to run at large and are not kept, bred or raised for commercial purposes or in unreasonable numbers. No such household pet which is or becomes and annoyance or nuisance to the neighborhood shall thereafter be kept on any lot.

Article IV, section 5 is amended to:

5. Garbage and Trash: No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers properly screened and shielded from adjacent properties and from view from the street. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, refuse pile, vehicles, underbrush, compost pile or other unsightly growth or objects shall be allowed to group, accumulate or remain on any Lot so as to be a detriment to the neighborhood or become a fire hazard.

Article IV, section 4.14, is amended to:

4.14 Satellite Dishes and Antennas. Except as regulated by Federal Communications Commission, it shall be prohibited to erect, construct or maintain on any property a satellite dish,

ham radio antenna, television antenna or other such similar dish or antenna in such a manner as to be visible from the street or neighboring Lot.

In Witness Whereof, the president of Westridge Homeowners Association, Divisions 4 and 5, in his corporate capacity, states that the above amendments have been approved by the affirmative vote of the owners of not less than seventy five percent (75%) of the Lots of Westridge as required by Article V, Amendment, of the Covenants, Conditions and Restrictions. Except as specifically amended herein, all other Covenants, Conditions and Restrictions of the Association remain in full force and effect.

By: _____
Print Name: Jim Cieslak, President
Westridge Homeowners Association, Divisions 4 and 5,
a Washington non-profit corporation

STATE OF WASHINGTON

ss.

COUNTY OF KING

I certify that I know or have satisfactory evidence that Jim Cieslak is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledge it as the President of the Westridge Homeowners Association, Divisions 4 and 5, a Washington non-profit corporation, to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: _____

Notary name printed or typed: _____
Notary Public in and for the State of: _____
Residing at: _____
My appointment expires: _____