

Filed at the Request of:

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FIRST AMENDMENT TO THE DECLARATION OF
PROTECTIVE COVENANTS FOR WESTVIEW MEADOW COMMUNITY
ORGANIZATION (WITH RESTRICTIONS AND EASEMENTS)

THIS FIRST AMENDMENT pertains to and amends the Declaration for WESTVIEW MEADOW COMMUNITY ORGANIZATION, a Washington non-profit corporation (the "Association"), recorded under King County Recording No. 20170501000253 (hereafter the "Declaration"), as well as any and all supplements and amendments thereto.

Pursuant to ARTICLE H, Section 2 of the Declaration, the Board of Directors submitted the within amendments to the Owners for a vote and at least sixty-seven percent (67%) of the Owners have consented in writing to such amendment. The undersigned President of the Association does hereby certify, and the Secretary attests, that the within Declaration amendments were adopted, approved, and accomplished in accordance with the provisions of ARTICLE H, Section 2 of the Declaration.

The Declaration, and this First Amendment pertain to the real property described in the Declaration, all of which property is located in King County, State of Washington.

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

A. ARTICLE B, Section 6: shall be deleted in its entirety and the following substituted in its place:

"Section 6. Businesses

No trade, craft, business, profession, manufacturing, commercial enterprise or commercial activity of any kind shall be carried on or conducted on an Owner's Lot. Working remotely for an employer is permissible, so long as the Owner is solely using their

home as a remote office to support their employer. In any event, working remotely shall not generate any additional traffic, noisy operations, nor result in the improper storage of goods, materials, supplies, and equipment of the employer (see Article B, Section 7(a)).”

B. ARTICLE B, Section 7: shall be deleted in its entirety and the following substituted in its place:

“Section 7. Storage and Vehicles

(a.) Storage: Unless authorized by the ACC, no goods, materials, supplies, equipment, boats, trucks, motorcycles, busses, motor homes, campers, trailers, or vehicles of any description, shall be kept, stored, dismantled or repaired in any street in the Association or in any part of the Association outside of a permitted structure or, for vehicles, behind a fence that has been specifically approved by the ACC for the purpose of screening such vehicle such that it is out of sight from any other part of the Association.

Vehicles that are not in regular use (including but not limited to, abandoned, derelict, unlicensed, or inoperable vehicles) should be stored in an Owner’s garage. A vehicle is considered to be not in regular use if it has not been driving under its own propulsion or power for a period of three (3) weeks or longer, and/or does not display valid, current license tabs.

(b.) Parking: No automobile or other vehicle owned or regularly used or regularly available for use by an Owner of a Lot shall be regularly parked or stored in a street in the Subdivision, but shall be parked in a garage or on the driveway on the Lot. Owners must use their garage to park/store their vehicles. Once the Owner’s garage has been used to park/store vehicles, the Owner may use their driveway to park additional vehicles that are regularly in use. Owners with a two (2) car garage may park a maximum of two regularly used vehicles in their driveway. Owners with a three (3) car garage may park a maximum of three regularly used vehicles in their driveway.

Owners are prohibited from parking/storing their vehicles on their yard, sidewalk, or grass strips. Owners shall always park their vehicles in accordance with local and state laws.

(c.) Commercial and Recreational Class Vehicles Prohibited: Commercial vehicles and recreational class vehicles are prohibited from being parked/stored on any street or driveway in the Association. With the exception of an employer issued pickup trucks weighing one-ton or less, commercial vehicles include box trucks, tank trucks, flatbed trucks, busses, trailers, or any vehicle that prominently displays the logo of any commercial enterprise. A vehicle may be considered a commercial vehicle under this section even if the vehicle does not have a commercial license plate and/or is not registered as a commercial vehicle. Temporary parking of a commercial vehicle in an Owner’s driveway is permissible only when the Owner is actively moving and such vehicle can be parked for no more than seven (7) days. These restrictions do not apply to brief commercial vehicle deliveries to an

Owner's residence.

(d.) Towing: Should an Owner be found in violation of this Section, a written notice requesting seventy-two (72) hour removal of the vehicle shall be personally delivered by posting on the Owner's door and on the subject vehicle. If the subject vehicle has not been removed within the seventy-two (72) hours after notice has been given, the Association has the right to remove the vehicle without liability, and the expense of the removal shall be the responsibility of the Owner."

F. ARTICLE B, Section 11. Rentals: a new section will be added to ARTICLE B of the Declaration which will read as follows:

"Section 11. Rentals

(a.) Rental Cap: No more than ten (10) percent of all Association Lots may be rented out at a time. Before an Owner pursues a lease of a Lot with a tenant, the Owner must receive written confirmation from the Board that such a lease will not exceed the rental cap of the Association.

(b.) Hardship Exception to Rental Cap: Where, on written application from an Owner, the Board determines that a hardship exists whereby that Owner would suffer serious harm by virtue of the limitation on rentals contained in Section 11(a), the Board may, in its discretion, grant an Owner a waiver of the Rental Cap for a period of time determined by the Board but not to exceed twelve (12) months, with the possibility of renewal upon application by the Owner (the "Hardship Exception"). The total number of rental months under this Hardship Exception shall not exceed thirty-six (36) months for any individual Owner. A Lot leased under a Hardship Exception granted by the Board under this section shall not be counted towards the Association's Rental Cap.

The Board may also grant a Hardship Exception or subsequent renewal if the Board determines that doing so is in the best interests of the Association. The Board, at its discretion, may impose additional restrictions or conditions upon said rental which it deems in its sole discretion reasonable and necessary to protect the best interests of the Association or the Owners.

A hardship is presumed to exist when an Owner has been called, recalled, drafted or otherwise become subject to a legal requirement to enter into active military service in the armed forces of the United States or the National Guard of any State. The Board may require written documentation evidencing said required active military service, including updated written documentation on an annual basis. The Board, at its discretion, may grant a Hardship Exception for the entire duration of the active military service, even if that period of time exceeds the thirty-six (36) month maximum described in the paragraph above.

A hardship is also presumed to exist when an Owner's need for medical care necessitates

an extended absence from his or her Lot. The Board may require written documentation evidencing the need to medical care, including updated written documentation on an annual basis. The Board, at its sole discretion, may grant a Hardship Exception for the entire duration of the expected absence without a renewal request by the Owner, even if that period of time exceeds the thirty-six (36) month period described above.

(c.) Minimum Rental Term: The term of a lease to rent an Owner's Lot must be for a minimum of twelve (12) months. Short terms rentals, including but not limited to, Air BnB, VRBO are prohibited.

(d.) Notice and Acknowledgements: In conjunction with an Owner signing a lease with a tenant, the Owner must provide the tenant with a copy of all the Association's Governing Documents and must have the tenant sign a written acknowledgment that they have received such documents and understand that they are bound by the relevant restrictions. Within five (5) days of the lease being signed, Owner must provide the Board with:

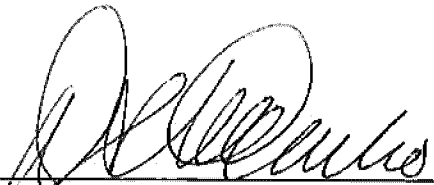
- i. A copy of the lease and Governing Document acknowledgment;
- ii. The full names and contact information (e.g. telephone numbers, email addresses) for all occupants living on the Lot; and
- iii. The current mailing address and contact information (e.g. telephone number, email address) of the Owner.

(e.) Owner Responsibilities During Lease Term: During the term of the lease, Owners are jointly and severally liable for their tenant's violations of the Governing Documents, including without limitation fines imposed for tenant violations of the Governing Documents. Owners are responsible for continued payments of assessments (annual, special, or otherwise) to the Association."

ACKNOWLEDGMENT OF
THE PRESIDENT OF THE ASSOCIATION

The undersigned President of the above named Association hereby acknowledges, certifies, and states that the amendments to the Declaration set forth in this instrument were properly consented, agreed to, and approved by 67% or more of the total owner votes in the Association pursuant to ARTICLE H, Section 2 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: 12/28/2020, 2020.




Dennis Casadoro
President

ATTESTATION OF SECRETARY

The undersigned, as Secretary of the Association, certifies and attests to the fact that the amendment(s) set forth in this instrument were properly adopted pursuant to ARTICLE H, Section 2 of the Declaration and any related covenant or other provisions governing amendments to the Declaration, and such amendment(s) are accurately stated as those so adopted.

Dated: 12/28/2020, 2020.



Marika Rausa
Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 28th day of December, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Dennis Casadoro, to me known to be the President of the above named Association, 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

