

**FILED FOR RECORD BY:**

Lincolnshire Homeowners Association  
6700 204<sup>th</sup> Street SE  
Snohomish, WA 98296



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11/30/2012 3:41pm \$76.00  
SNOHOMISH COUNTY, WASHINGTON

**AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS  
FOR LINCOLNSHIRE**

**Grantor:** LINCOLNSHIRE HOMEOWNERS ASSOCIATION  
**Grantee:** LINCOLNSHIRE HOMEOWNERS ASSOCIATION

**Legal Description:** Lots 1 through 17 and Tracts 991 through 999, Lincolnshire, according to the plat thereof under Snohomish County Auditor's File Number 200711075001 Situate in the County of Snohomish, State of Washington

**Tax Parcel IDs:** 010869-000-001-00 through 010869-000-999-00, inclusive

**Cross Reference:** Recording No 200711070025

WHEREAS, a certain DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS FOR LINCOLNSHIRE (the "Declaration"), was recorded on November 7, 2007, under Auditor's File No 200711070025, in the records of Snohomish County, State of Washington, covering real property subdivided on the plat for Lincolnshire, a Rural Cluster Subdivision, recorded under Recording Auditor's File No. 200711075001, in the records of Snohomish County, State of Washington; and

WHEREAS, pursuant to Section 13.1 of the Declaration, after notice to all of the Lot Owners entitled to vote thereon duly given, not less than a majority of the Lot Owners voting by written consent to amend the Declaration have consented to amend the Declaration as hereafter set forth, and

NOW THEREFORE, the President and the Secretary of Lincolnshire Homeowners Association certify the Declaration to have been amended in the following particulars:

**A. Section 5.4.1 is hereby amended to read as follows:**

Section 5.4.1 All Structures to be constructed, erected, placed or altered within the Property, exterior alterations and repairs (including, but not limited to, re-roofing or repainting) of any Structures on the Property and visible from any street or other Lot, and any significant construction or alteration of landscaping on the Property must be approved by the ACC. Complete plans and specifications of all such proposed Structures, exterior alterations and repairs, or landscaping together with detailed plans showing the nature, kind, shape, height, materials and location on the particular building site of the same, and other data requested by the ACC, shall be submitted to the ACC before construction, alteration or repair is begun pursuant to Section 5.5 herein. Construction, alteration or repair shall not be commenced until approval thereof is given by the ACC pursuant to Section 5.6 herein.

**B. Section 5.5 is hereby amended to read as follows:**

Section 5.5 Preparation and Submission of Plans The Owner shall submit all materials subject to ACC review and approval by mail to the address of the Association, or electronically to the ACC, unless otherwise provided in writing by the ACC. If submitted on paper, the submitted materials shall consist of three complete sets of the required materials printed on 8 1/2-inch by 11-inch paper or using a common architectural drawing size. At least one complete set of the materials shall in each case be permanently left with the ACC. Each set shall be signed by the Lot Owner or his authorized agent and shall set forth (1) the name and address of the Owner, (2) the name and address of the authorized agent, if any, (3) the contact person, firm name, and phone number of the builder, if any, (4) plot plans, floor plans, and/or front and rear elevations if impacted by the proposal, (5) outline specifications, (6) the addresses for each Lot, and (7) such other information as may be required to determine whether such proposed Structure, construction, alteration or repair conforms with the Architectural Guidelines and the covenants, conditions and restrictions herein. The ACC may require that all plans or specifications be prepared by an architect or a competent house designer approved by the ACC. The ACC may require that the Owner furnish the ACC with evidence that all necessary permits have been obtained from the County for any work on a Lot for which ACC approval is required under this Section prior to commencement of the work.

**C. Section 5.6 is moved to be Section 5.6.1.**

**D. The following new Section 5.6.2 is added to Article 6 of the Declaration:**

Section 5.6.2 ACC Appeals If an Owner's application is disapproved by the ACC, the owner has a right to file an appeal with the Board in writing within 7 days. The Board must hold an appeal meeting within 15 days of receiving the appeal. The Board may, by unanimous vote, overturn the decision of the ACC or approve the original request with specified modifications. If a unanimous vote is not reached, the ACC's original decision stands.

**E. Section 6.2 is hereby amended to read as follows:**

Section 6.2 Restrictions on Storage No Owner shall store or allow any occupant or tenant to store any goods, vehicles, trailers, campers, motor homes, recreational vehicles, motorcycles, boats or trucks over two tons or any disabled or inoperable motor vehicle on the Property for more than 48 hours unless any such vehicle is completely enclosed and hidden from view within a garage or within such other enclosure as may be approved in advance by the ACC. However, parking of operable motor vehicles (not including motor homes, recreational vehicles, campers, boats or trucks over two tons) registered to an owner, tenant or guest of the Property on driveway areas adjacent to garages is permitted. Parking of vehicles for more than 24 hours on roadways on the Property is prohibited. The ACC may approve exceptions to this Section to allow parking or storage of vehicles within the driveway of a Lot for a period to exceed 24 hours, provided, however, that such exception shall terminate at the end of the period specified by the ACC. Violations of this Section shall Subject such vehicles to impound by the Association, upon 48 hours' notice to the Lot Owner, at the expense and risk of the owner thereof

**F. Section 6.7 is hereby amended to read as follows:**

Section 6.7 Garbage and Trash Removal No Lot or Common Area shall be used as a dumping ground for rubbish, trash, garbage, litter, junk and other debris. All garbage, trash and yard waste shall be placed in appropriate sanitary containers for regular disposal or recycling, except that a regularly tended compost device shall be permitted. Each Owner shall be responsible for the prompt and regular disposal of all of garbage, trash, junk and yard waste from the Owner's Lot. All containers for garbage, trash and yard waste may be placed in public view only on the designated collection day and after 5:00 pm of the day before

**G. Section 6.8 is hereby amended to read as follows:**

Section 6.8 Animal Restrictions No insects, reptiles, poultry or animals of any kind shall be raised, bred or kept in or on any Home or Lot or on any Common Area, except that domesticated dogs, cats or other usual household pets (hereinafter referred to as "pets") may be kept on the Lots subject to rules and regulations adopted by the Board. No kennels, dog runs or the like may be kept or maintained on any Lot or on the outside of any Home. All pets when outside a Home shall be maintained on an adequate leash or other means of physically controlling the pet, by a person capable of controlling the pet at all times or by a suitable invisible electronic confinement system not dangerous to humans. Pets shall not be allowed to leave excrement on any Lot or on any portion of the Common Area. Any Owner whose pet violates these provisions or who causes any unreasonable noise or damage to persons or property shall be liable to all such harmed Owners and their families, guests and invitees. The Board may, after Notice and Opportunity to be Heard, require the removal of any pet which the Board finds is disturbing other Owners unreasonably, and may exercise this authority for specific pets even though other pets are permitted to remain

**H. Section 6.21 is hereby amended to read as follows:**

Section 6.21 Outdoor Fires Outdoor recreational fires are permitted provided they meet the requirements for recreational burning set by the local Snohomish County Fire District, and occur in a stove, fireplace, chiminea or fire pit designed for wood burning. Any permanently installed outdoor stove, fireplace, chiminea or fire pit must be approved by the ACC.

**I. Section 6.23 is hereby amended to read as follows:**

Section 6.23 Location of Fences, Permissive Use Declarant has constructed certain fences between Homes on adjoining Lots within the Property for privacy purposes. With approval of the ACC, Owners may also construct fences with the permitted styles to be specified by the ACC and in the Architectural Guidelines. The intention of the Declarant is that each fence, when constructed, shall be wholly on one Lot or another and not on the property line between adjoining Lots, as shown on the Plats. For reasons of convenience or topography, Declarant or the Lot Owner may not construct each fence immediately adjacent to the property line between adjoining Lots. Accordingly, the fences are not intended to mark the property line and no fence shall be construed as modifying the property line between the adjoining Lots, as shown on the Plats. The Owner of the Lot upon which a fence is located (the "Fence Owner") shall own the fence and shall have the right to relocate the fence to another position on the Owner's Lot at any time and for any reason, subject to the approval of the ACC. The Owner of the adjoining Lot (the "Adjoining Owner") shall have only a revocable personal license to use the strip of land between the recorded property line and the fence for landscaping and other ordinary yard purposes until revoked by the Fence Owner and any such use of the strip of land by the Adjoining Owner shall be deemed permissive. The Owners shall be responsible for keeping the fencing on their respective Lots in good condition and repair.

**Except as amended hereby, the Declaration shall continue in full force and effect.**

DATED this 28 day of November, 2012

LINCOLNSHIRE HOMEOWNERS ASSOCIATION

By: Jason Mayans  
Jason Mayans, President

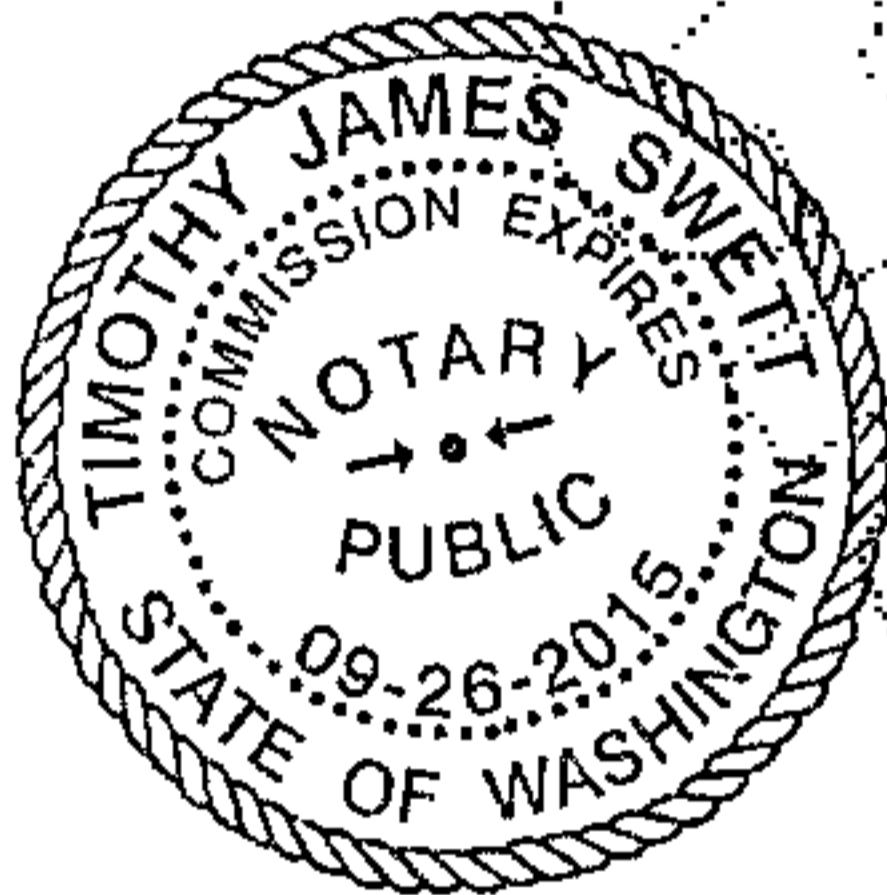
By: Bryon Surace  
Bryon Surace, Secretary

STATE OF WASHINGTON )

COUNTY OF SNOHOMISH )  
KING )ss.

On this 28 day of NOVEMBER, 2012, personally appeared before me, Jason Mayans, personally known or having presented satisfactory evidence to be the President of Lincolnshire Homeowners Association, the non-profit corporation that executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the instrument.

DATED this 28 day of NOVEMBER, 2012



[Signature] (Sign)  
TIMOTHY JAMES SWEET (Print)

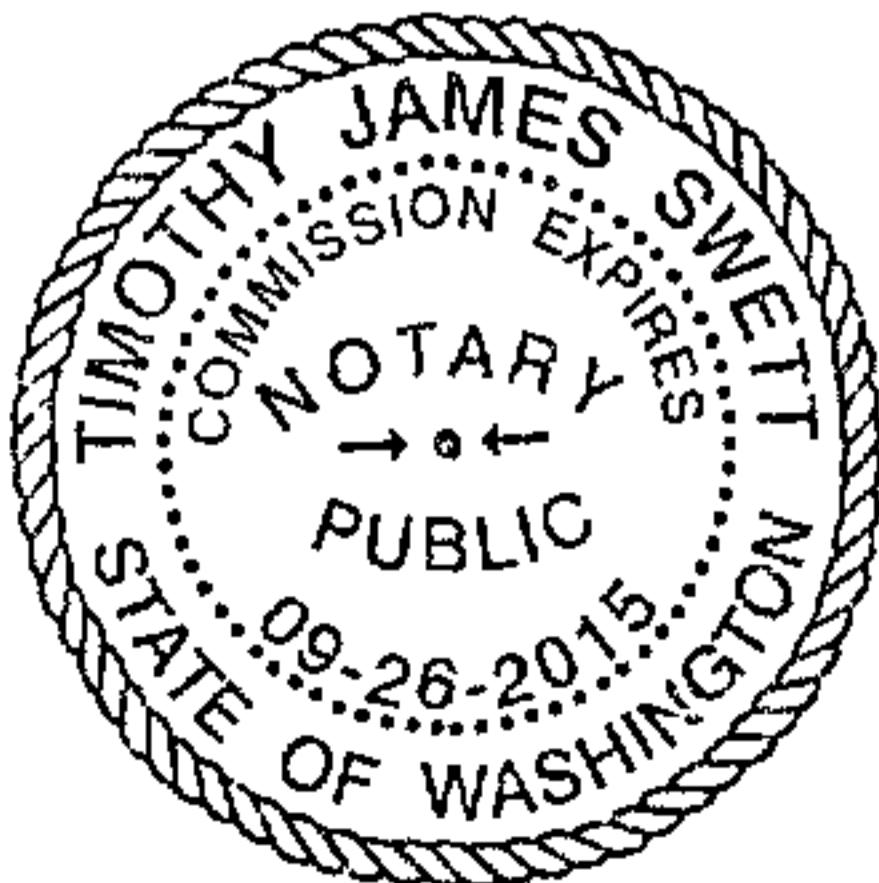
Notary Public in and for the  
State of Washington, residing at  
RENTON, WA  
Expiration Date: 09/26/2015

STATE OF WASHINGTON )

COUNTY OF SNOHOMISH )  
KING )ss.

On this 28 day of NOVEMBER, 2012, personally appeared before me, Bryon Surace, personally known or having presented satisfactory evidence to be the Secretary of Lincolnshire Homeowners Association, the non-profit corporation that executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the instrument.

DATED this 28 day of NOVEMBER, 2012



[Signature] (Sign)  
TIMOTHY JAMES SWEET (Print)

Notary Public in and for the  
State of Washington, residing at  
RENTON, WA  
Expiration Date: 09/26/2015