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TAMARACK ACOV 30.00
 PAGE 001 OF 012
 04/08/2003 13:47
 KING COUNTY, WA

Jeffrey E Hamilton
 Tamarack 133, LLC
 7947 - 159th Pl NE, Suite 100
 Redmond, WA 98052

(Space above this line for recorder's use only)

DOCUMENT TITLE:	Second Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions of Tamarack
REFERENCE NUMBER(S) OF RELATED DOCUMENTS:	20010412001137 and 20020924000822
Additional reference numbers on page(s) <u>N/A</u> of document	
GRANTOR:	Tamarack Homeowners' Association
GRANTEE:	Plat of Tamarack
ABBREVIATED LEGAL DESCRIPTION:	Ptn NE ¼ of SE ¼ of Sec. 23, T 22 N, R 5 E, W M
Additional legal on page <u>8</u> of document	
ASSESSOR'S TAX PARCEL NO(S).	<u>856289-0010 through 856289-1360</u>

**SECOND AMENDMENT TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
OF
TAMARACK

KING COUNTY, WASHINGTON**

THIS SECOND AMENDMENT ("Amendment") is made as of the ____ day of March, 2003, and amends that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions of Tamarack recorded under King County Recording Number 20010412001137 (the "Declaration") and affecting the Plat of Tamarack, located in the City of Covington, King County, Washington, and legally described in attached Exhibit A. All capitalized terms not otherwise defined in this Amendment shall have the meaning given such term in the Declaration.

- A. WHEREAS, the Association desires to amend the Declaration to alter Article 7 Section 7.20 as provided in Section 14.1 of the Declaration; and
- B. WHEREAS, more than seventy-five percent (75%) of all the Owners have consented in writing to this Amendment, and
- C. WHEREAS, the undersigned Declarant consents to the Amendment; and
- D. WHEREAS, the undersigned President and Secretary certify that this Amendment was properly adopted,

NOW, THEREFORE, in consideration of the above recitals, the Association hereby amends the Declaration as follows.

- 1 Section 7.20 Fencing. No fences or site-screening improvements shall be erected without the prior written approval of the ACC. Fences may only be placed along the rear property line (except any area within a Native Growth Protection Area/Easement), along the front building line, and from the front building line to the rear Lot line (except any area within a Native Growth Protection Area/Easement), cannot exceed six (6) feet in height above the ground, under no circumstances may obstruct view from any other Lot, must be constructed of wood ~~or other material~~

~~approved by the ACC~~, and shall be constructed, maintained, repaired and replaced in accordance with the Common Fence Design Standards contained in either the attached Exhibit B, Exhibit C or Exhibit D, except that on Lots 8-25 and 115-128 (the alley-load lots) fences must be constructed of wood, and shall be constructed, maintained, repaired and replaced in accordance with the Common Fence Design Standards contained in the attached Exhibit E; provided that the foregoing height limitation shall not apply to site screening approved by the ACC pursuant to Section 7.15. Fences shall either be natural wood or if painted shall only be painted with Cabot Semi-Solid Stain Color "New Cedar" No. 0116 or similar color.

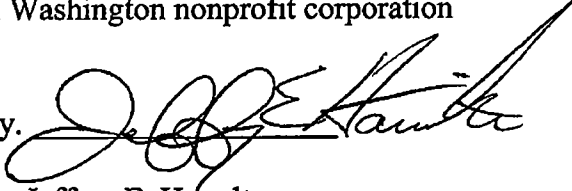
As of March 7, 2003 all existing fences and their existing colors are hereby approved, although they may not exactly conform to Exhibits B through E, except that vinyl fencing is not and will not be approved. All future fences and colors must be submitted to the ACC for approval. If plans are submitted in advance, and if constructed of wood, future non-conforming fences may be approved by the ACC in its sole discretion. Hedges or other solid screen planting may be used as Lot line barriers subject to the same height restrictions as fences. No chain-link fences shall be permitted on a Lot. No fence, wall or hedge shall be permitted on a Lot any nearer to any street than a building is permitted under Section 7.7, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than three (3) feet above the finished grade at the back of said retaining wall.

2. All other provisions of the Declaration remain unchanged.

IN WITNESS WHEREOF, the Association and the Declarant have executed this Declaration the day and year first hereinabove written.

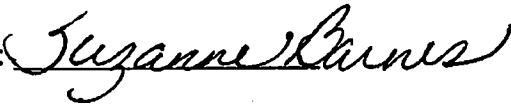
ASSOCIATION:

TAMARACK HOMEOWNERS' ASSOCIATION,
A Washington nonprofit corporation

By: 

Jeffrey E. Hamilton
Its: President

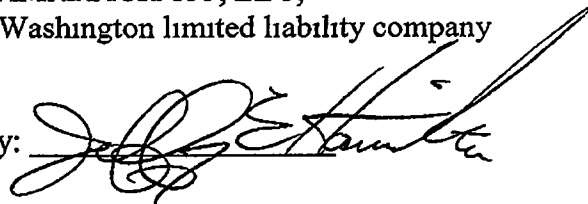
ATTEST:

By: 

Suzanne Barnes
Its: Secretary

DECLARANT:

TAMARACK 133, LLC,
a Washington limited liability company

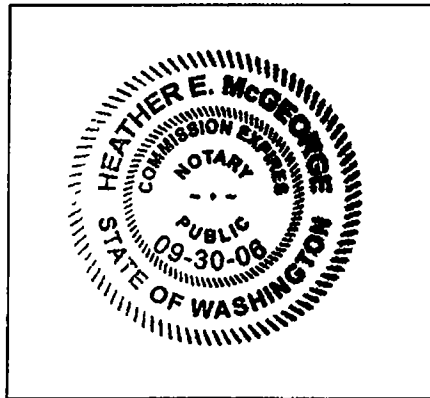
By: 

Jeffrey E. Hamilton
Its: Chief Financial Officer

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Jeffrey E. Hamilton is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the Chief Financial Officer of TAMARACK 133, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: March 5, 2003.



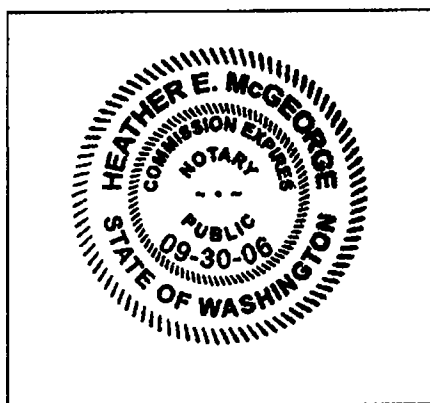
(Use this space for notarial stamp/seal)

Heather McGeorge
Print Name: Heather McGeorge
NOTARY PUBLIC in and for the State of
Washington, residing at Kirkland
My Appointment expires: 9/30/06

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Jeffrey E. Hamilton is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the President of TAMARACK HOMEOWNERS' ASSOCIATION, a Washington nonprofit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED. March 5, 2003



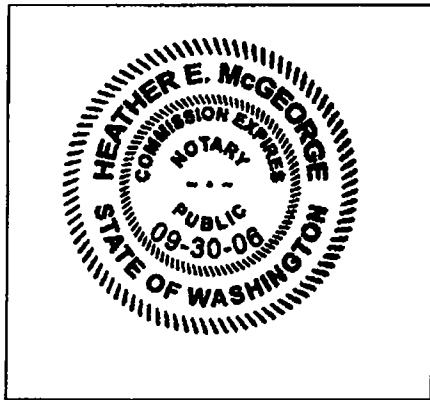
(Use this space for notarial stamp/seal)

Heather McGeorge
Print Name. Heather McGeorge
NOTARY PUBLIC in and for the State of
Washington, residing at Kirkland
My Appointment expires: 9/30/06

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Suzanne Barnes is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute this instrument and acknowledged it as the Secretary of TAMARACK HOMEOWNERS' ASSOCIATION, a Washington nonprofit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: March 5, 2003.



(Use this space for notarial stamp/seal)

Heather McGeorge
Print Name: Heather McGeorge
NOTARY PUBLIC in and for the State of
Washington, residing at Kirkland
My Appointment expires: 9/30/08

Exhibit "A"

Legal Description of Tamarack

ALL LOTS AND TRACTS, TAMARACK, ACCORDING TO THE PLAT THEREOF, RECORDED
IN VOLUME 197 OF PLATS, PAGES 31 THROUGH 38, IN KING COUNTY, WASHINGTON

Exhibit "B"

Six Foot "Estate" Style Cedar Fence

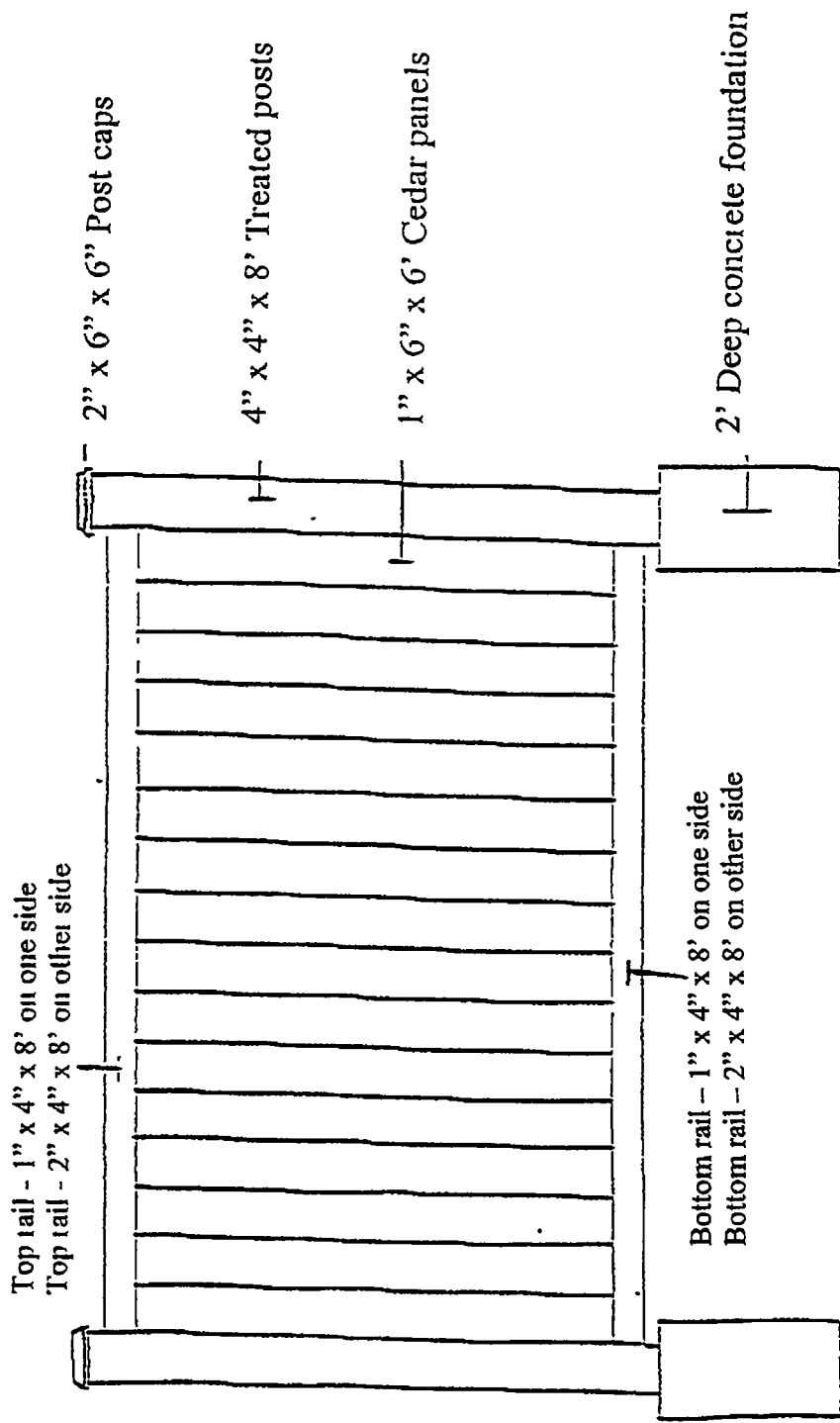
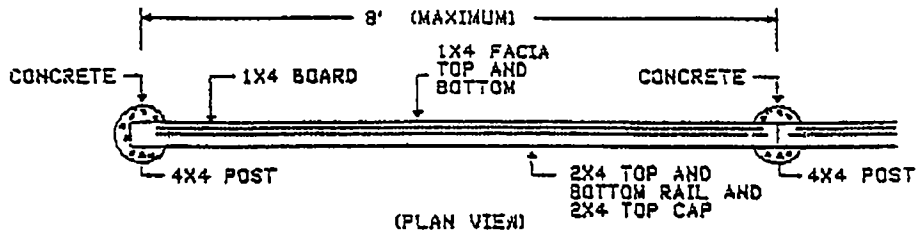


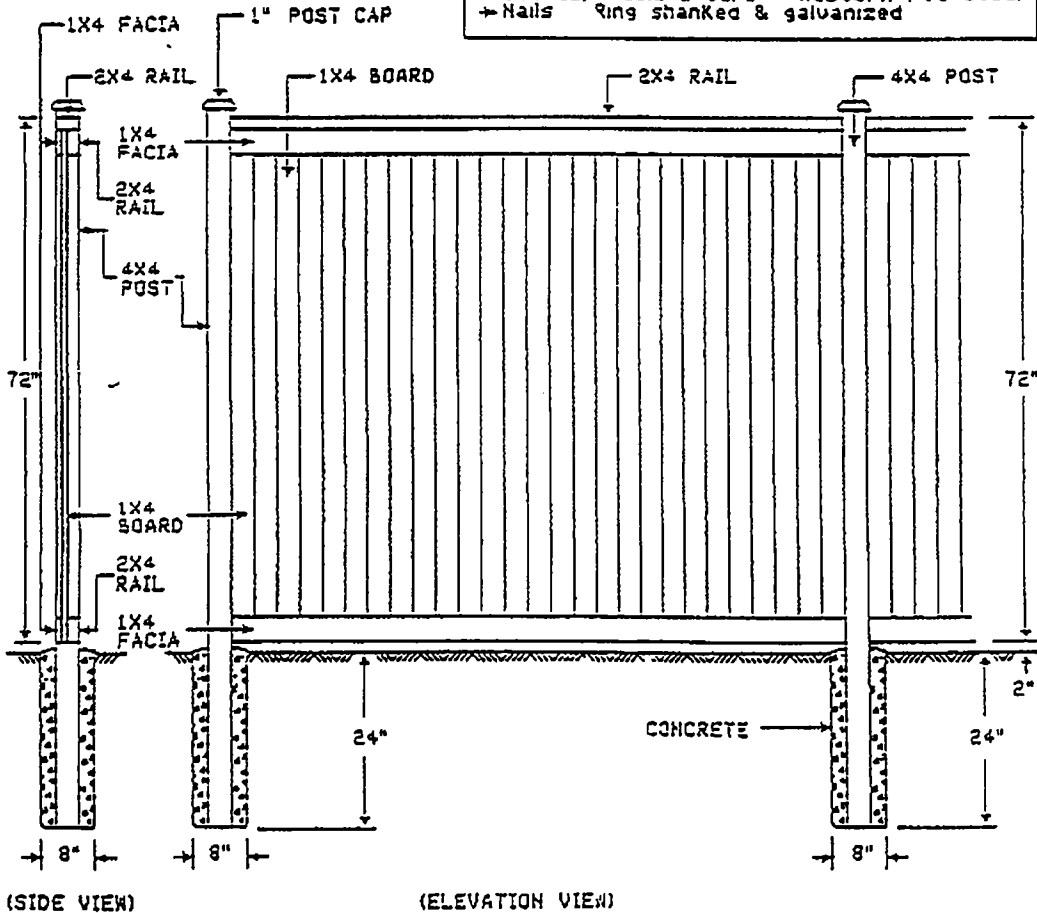
Exhibit "C"

Six Foot "Full Panel" Style Cedar Fence

1X4 "FULL PANEL" STYLE CEDAR FENCE



- Posts. pressure treated 4x4
- Boards, facia & caps. Western red cedar
- Nails ring shanked & galvanized



ECONOMY FENCE CENTER, INC.
 13325 Lake Road
 Lynnwood, WA 98037-1619
 347-1355 / 881-0884 \ 447-1536

1X4 "FULL PANEL" STYLE CEDAR FENCE
 (6' HIGH)

DRAWING JMD 07-06-1994	SCALE NONE	PAGE
REVISED SCS 10 26-2000	FILE FPI1426	1 OF 1

Exhibit "D"

Six Foot "Estate" Style Cedar Fence

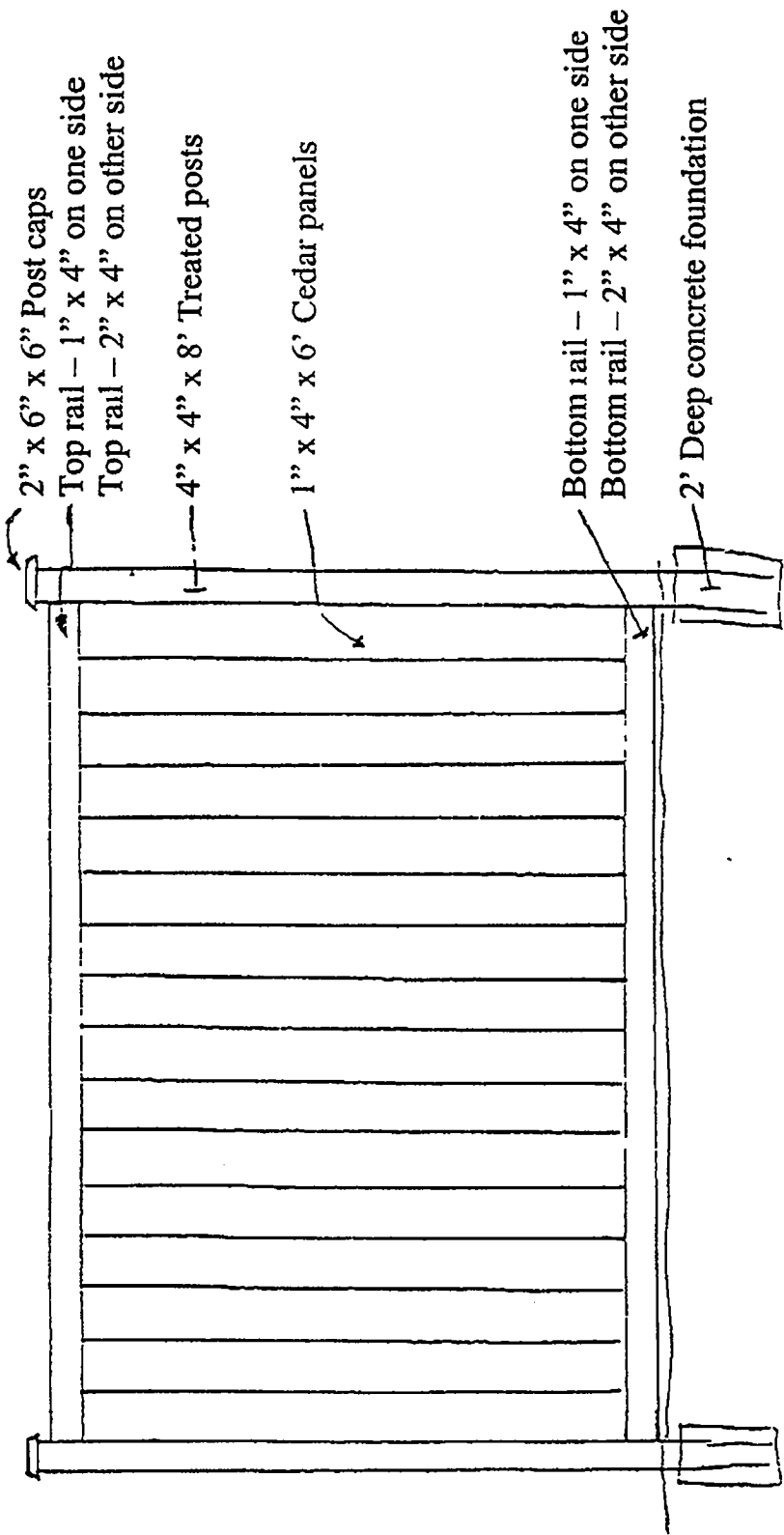
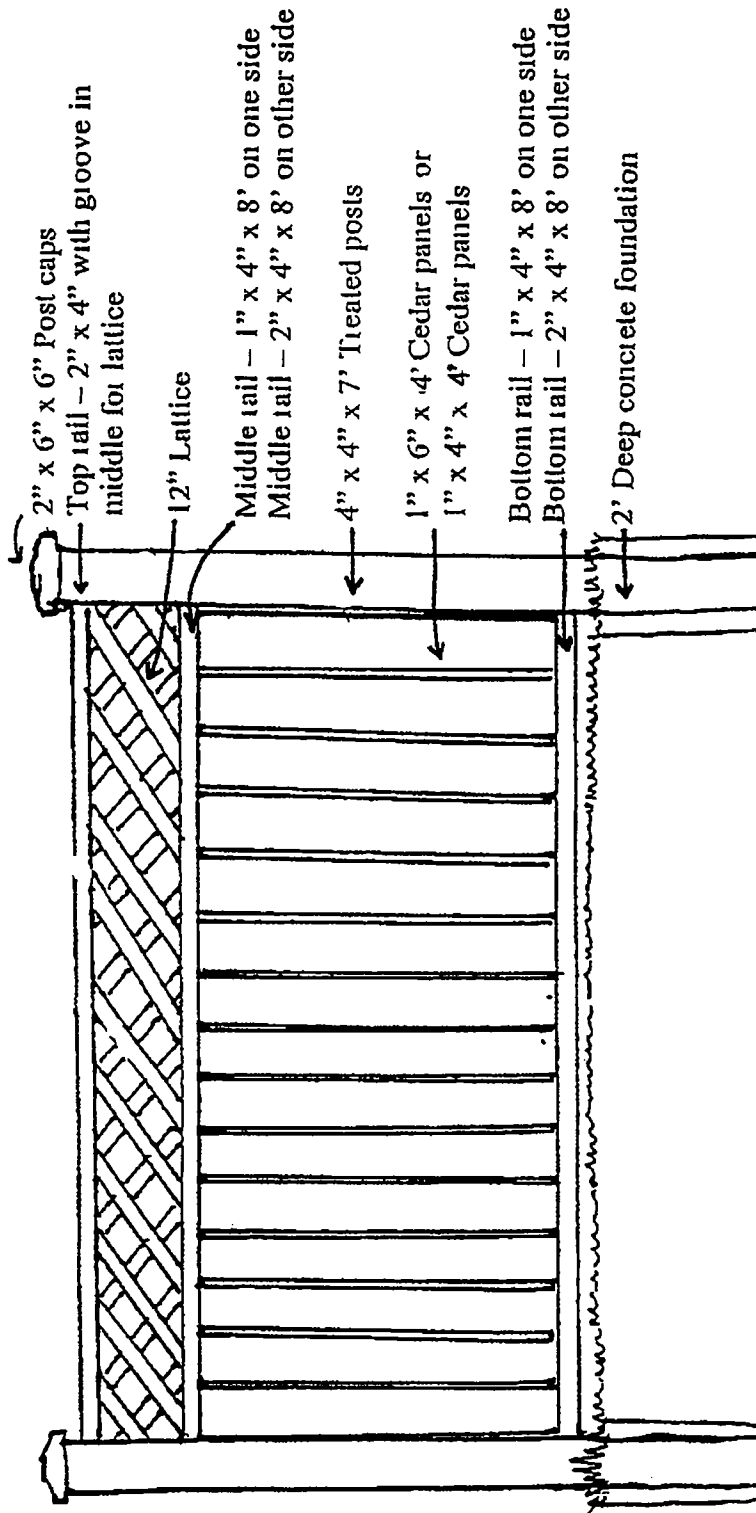


Exhibit "E"

Five Foot "Estate" Style Cedar Fence with 12" Lattice



Note. Spacing between pickets may vary from 0-4 inches if 4" pickets are used and 0-6 inches if 6" pickets are used (depending on site's need for visibility).