

**Return Address:**

Schneider Homes, Inc.  
6510 Southcenter Blvd., Suite 1  
Tukwila, WA 98188



**20100107000164**

SCHNEIDER HOME AMND 65.00  
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01/07/2010 10:44  
KING COUNTY, WA

Document Title:

**Second Amendment to the Declaration of Protective Covenants  
for The Highlands at Woodbrook**

Grantor(s):

1. Schneider Homes, Inc.

Grantee(s):

1. The Highlands at Woodbrook 2
2. The Public

Legal Description:

1. Abbreviated form: Plat of The Highlands at Woodbrook 2

Assessor's Property Tax Parcel Account Numbers:

353204-9036, 353204-9037 and 353204-9106

Ref# 20050603000369

## **Second Amendment to the Declaration of Protective Covenants for The Highlands at Woodbrook**

Whereas: Schneider Homes, Inc, a Washington corporation, (herein referred to as Declarant) is the owner of, and has subdivided all of the real property encompassed within the plat of The Highlands at Woodbrook 2, as recorded in King County, Washington, which plat is herein referred to as the Division 2 plat; Declarant has caused a certain Declaration of Protective Covenants for The Highlands at Woodbrook (herein referred to as the Declaration) to be recorded under recording no. 20050603000369 in King County, Washington; the Declaration has been amended by instrument recorded under recording no. 20060331000116 in King County, Washington; under paragraph 1, Section 1, Article A of the Declaration; and Declarant has the right to amend the Declaration for the purpose of subjecting the Division 2 Plat to the Declaration.

Now therefore, in order to subject the Division 2 Plat to the Declaration as a part of a plan of subdivision, Declarant hereby amends the Declaration as follows:

**First: Article A: Definitions. Paragraph 1, Section 1 of the Declaration, as heretofore amended in its entirety to read as follows:**

1. The word "Plat" shall refer to the plat of The Highlands at Woodbrook, recorded under recording no. 20050524000228 at volume 228 of plats, pages 035 to 038, and King County Boundary Line Adjustment No. L05L0072, recorded under No. 2006020290001 inclusive; and the plat of The Highlands at Woodbrook 2, recorded under recording no. 20091110000986 at Vol.251 of Plats, pages 051 to 053, inclusive, records of King County, Washington, and any other plat or plats which may hereafter be designated from time to time in written amendment or amendments to be subject to this instrument. That amendment shall be executed and recorded by Declarant or its' successors or assigns, expressly refer to this instrument, as amended, and express the intent to include such other plat or plats within this definition of "Plat". Such amendment may contain further dedications, covenants, restrictions and easements affecting lands or Tracts described in such other plat or plats and may amend the provisions of this instrument but only insofar as those other lands are concerned. Declarant or its successors or assigns shall not have any other power to amend this instrument except as provided in Article H.

**Second: Article B: Building and Land Use Restrictions, the following section shall be added to the Declaration of Covenants which shall apply to the Div. 2 Plat:**

**Section 11. Fire Lane Parking Restriction.** No on-street parking is allowed at any time on the south side of S. 285<sup>th</sup> St. from lots 12 to 18, as required by the King County Fire Marshall's office. The purpose of this restriction is to provide adequate road width for the access of emergency vehicles.

**11.1 Sign Maintenance:** Until the homes in Div. 2 are constructed and occupied, the Developer shall be responsible for maintenance of the signs. After the homes are occupied, The Highlands at Woodbrook Community Organization shall be responsible for the maintenance of and replacement of any and all signage marking the designated Fire Lane - No Parking restricted area including but not limited to no parking fire lane signs, towing notices and/or striping.

**11.2 Metal NO PARKING - FIRE LANE signs** are required to be placed facing the roadway at the common lot lines between lots 12, 13, 14, 15, 16, 17 & 18 at least 2 feet from the back of the curb in the right-of-way. A permanent metal sticker with contact name and phone number to call for sign maintenance, or replacement is required on the back of the sign.

**11.3** On the same post just below the no parking fire lane sign, a metal tow-away sign (#R7-201a per MUTCO) showing an illustration of a vehicle being towed shall be installed. A permanent metal sticker with a contact name and phone number for the towing company is required to be attached to the back of the signs.

**Third: Article D. Landscaping. The first sentence of Section 1. Initial Landscaping, is heretofore amended to read as follows:**

Prior to occupancy of any residential building on a Lot, the front yard of the Lot shall be landscaped and, the rear yard, if not landscaped, shall be hydroseeded, except that the rear yard of any Lot in the plat of The Highlands at Woodbrook 2 shall not be required to be landscaped or hydroseeded prior to occupancy.

**Fourth: Article D. Landscaping; Section 2. Landscape Maintenance is heretofore amended to read as follows:**

The owners of each Lot shall maintain the landscaping on the Lot in a neat and presentable condition at all times and shall not permit the Lot to become overgrown or allow weeds and other noxious plants to proliferate on the lot. The street trees within the plat of The Highlands at Woodbrook 2 shall be owned and maintained by

the abutting lot owners and the landscaping on the parking strip located between the curb and sidewalk shall also be maintained by the abutting lot owners. .

In all other respects and as heretofore and hereby amended, the Declaration of Protective Covenants for The Highlands at Woodbrook is hereby ratified, confirmed and approved.

Dated: 1-5, 2010

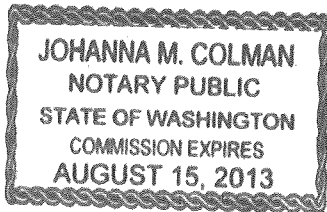
Schneider Homes, Inc.

By Harry J. Schneider  
Harry J. Schneider, President

State of Washington  
County of King

I certify that I know or have satisfactory evidence that Harry J. Schneider 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 the instrument and acknowledged it as the President of Schneider Homes, Inc., a corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: Jan 5, 2010.



Johanna M. Colman

Johanna M. Colman

Notary Public.

Residing in King County

My appointment expires 8/15/2013