

After recording return document to:

**The Ridge at Fairwood
Homeowners Association
c/o Christian Lindemann
16060 160th PI SE
Renton, WA 98058**

Document Title: Amendment to Declaration and Covenants, Conditions, Restrictions, and Reservations for Valley Faire II

Reference Number of Related Document: 8507220488

Grantor(s): Valley Faire II Association of Lot Owners nka The Ridge at Fairwood Homeowner's Association

Grantee(s): Valley Faire II Association of Lot Owners nka The Ridge at Fairwood Homeowner's Association

Abbreviated Legal Description: Valley Faire II, vol. 131 plats, p 39 - 43, KC, WA

Additional Legal Description: Valley Faire II, addition to King County according to the Plat recording number 8506250842 in Vol. 131 of plats, pages 39 through 43, records of KC, WA

Assessor's Tax Parcel Numbers: 885690-0270, 885690-0280, 885690-0290, 885690-0300, 885690-0310, 885690-0320, 885690-0330, 885690-0340, 885690-0350, 885690-0360, 885690-0370, 885690-0010, 885690-0020, 885690-0030, 885690-0040, 885690-0050, 885690-0060, 885690-0070, 885690-0080, 885690-0090, 885690-0100, 885690-0110, 885690-0120, 885690-0130, 885690-0140, 885690-0150, 885690-0160, 885690-0170, 885690-0180, 885690-0190, 885690-0200, 885690-0210, 885690-0220, 885690-0230, 885690-0240, 885690-0250, 885690-0260

**AMENDMENT TO DECLARATION AND COVENANTS, CONDITIONS,
RESTRICTIONS, AND RESERVATIONS FOR VALLEY FAIRE II**

The Valley Faire II Association of Lot Owners nka The Ridge at Fairwood Homeowner's Association (the "Association") has approved the following amendments to the Declaration and Covenants, Conditions, Restrictions, and Reservations for Valley Faire II, King County recording number 8507220488 (the "Declaration") by approval of at least 60% of the Lot Owners:

1. Section 5.3.1a, 5.3.1b, 5.3.2, 5.3.11, 5.3.13, 5.3.14, and 5.3.18 of Article 5., Construction on Lots and Use of Lots, are amended to provide as follows:

5.3.1a Roofs. Roofs on all buildings are to be finished with cedar shakes or tile. Said roofs may be repaired or replaced in-kind with no further action or approval by the Architectural Control Committee. Repair/replacement cedar shakes must have at least the same thickness and quality as the original cedar shakes. Alternative materials that have the appearance of cedar shakes or tile may be substituted for cedar shakes with the approval of the Architectural Control Committee.

5.3.1b House Siding and Windows. Cedar siding and/or brick are approved materials. Wood windows, anodized bronze or painted anodized aluminum windows, and vinyl double pane windows are approved.

5.3.11 No Lot shall be used or maintained as a dumping ground for solid waste; no Owner shall keep solid waste on any Lot or public right-of-way adjacent thereto except in sanitary containers except materials of a biodegradable nature may be left on a Lot if it is not visible from streets or adjacent Lots. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

5.3.13 The following items of personal property shall not be parked or stored on any Lot whereas said property shall be visible from streets or adjacent Lots. Said personal property shall consist of but not be limited to: boats, trailers, motor coaches except vans, trucks greater than 9000 pounds gross weight, construction equipment and vehicles in a state of disrepair. However, in the case of boats, trailers or motor coaches, they may be parked on any Lot for a period not to exceed 10 days per calendar year, visible for the purposes of maintenance or provisioning. In addition, in the case of trailers and motor coaches, such vehicles of out of town guests may be parked on any Lot in a visible state up to a maximum period of 15 days per calendar year.

5.3.14 No fences shall be constructed within the screening easements. Fences constructed outside the screening easements shall be of wood only and shall not exceed six (6) feet in height, except between the house line and any street no fence shall exceed four (4) feet in height and be maintained in good repair. No side fence shall extend closer to the front property line than closest point of residence structure to the front property line.

5.3.18 Front yard landscaping shall be installed within thirty (30) days of occupancy of any house or within thirty (30) days of closing if non-owner occupied, weather permitting. If landscaping is delayed by weather, it shall be completed within thirty (30) days of such time as the weather would allow. Landscaping shall be considered to include the following: Lawns as to color,

height of grass and neatness of edges; planting areas relative to content and elimination of weeds; and sidewalks adjacent to each Lot in terms of accumulation of debris. Overall maintenance of landscaping is deemed necessary to the protection of all property values and the enjoyment of the area by all Lot Owners. Authority and responsibility for the maintenance of reasonable standards shall rest with the Architectural Control Committee or a sub-committee thereof. Should any notice of non-compliance be made to a Lot Owner by said Committee, the Lot Owner shall have 30 days to achieve the minimum standard established by said Committee. If said compliance is not done within 30 days the Association through its designated Committee shall contract for such services to bring the Lot Owner within minimum compliance. Lot Owner will be billed contract services plus a 10% Association servicing fee. If not paid within 30 days said bill will become a lien against the Lot in accordance with Section 12 and sub-section thereof. Certain landscaping materials such as bark, soil, and etc. may be stored in a visible state on Lots for a period of time not to exceed 30 days. Thereafter, said materials may not be visible from streets or adjacent Lots in accordance with the provisions of Section 5.3.13.

2. Section 5.3.20, 5.3.21, and 5.3.22 have been added to Article 5., Construction on Lots and Use of Lots, as follows:

5.3.20 Painting. The Architectural Control Committee, or a sub-committee thereof, shall have the authority and responsibility that exterior painted surfaces are maintained to a standard that does not offend the reasonable sensibilities of the members of the Association. The Committee shall also approve all color changes in advance. Such approval shall not be unreasonably withheld.

5.3.21 Antennas. No visible exterior antennas of any type shall be allowed on any Lot.

5.3.22 Garage Sales. There shall be no garage or yard sales conducted on any Lot.

3. Section 7.9 of Article 7., Homeowner' Association, is amended to provide as follows:

7.9 Audits. At the annual meeting there shall be presented an audit, prepared within 60 days following the end of the preceding fiscal year by an audit Committee, appointed by the Board, that shall consist of three members of

good standing who are not officers of the Association. Said report shall verify all receipts and expenditures for the preceding year. The preparation of the current year budget is not a part of the audit Committee's responsibility. The Board at any time, or persons having 35% of the voting power of the Association, may require that an audit of the Association and management books be presented at any special meeting. A Lot Owner, at his expense, may at any reasonable time conduct an audit of the books of the Board and Association.

4. Section 8.1 of Article 8., Notices for all purposes, is amended to provide as follows:

Section 8.1 Form and Delivery of Notice. All notices given under the provisions of the Declaration or the Bylaws or rules or regulations of the Association shall be in writing and may be delivered either personally, by electronic mail (commonly referred to as e-mail), or by the United States Postal Service (USPS) mail. If delivery is made by E-mail, the notice shall be deemed to have been delivered when the addressee replies to the originator confirming receipt of the notice (notification by personal contact or USPS mail must be made if no reply is received within five business days after the notice is transmitted.) If delivery is made by mail, the notice shall be deemed to have been delivered on the third day of regular mail delivery after a copy has been deposited in the United States mail, first class, postage paid, addressed to the Person entitled to such notice at the most recent address known to the Board. Notice to the Owner of any Lot shall be sufficient if mailed to the Lot if no other mailing address has been given to the Board. Notices to the Board shall be given to the Declarant until the Transition Date and thereafter shall be given to the President or Secretary of the Association.

5. Section 10.6 and 10.7 of Article 10., Authority of the Board, are amended to provide as follows:

Section 10.6 Borrowing Power of Board. In the discharge of its duties and the exercise of its powers as set forth in this Declaration, but subject to the limitations set forth therein, the Board may borrow funds on behalf of the Association and to secure the repayment thereof, encumber, subject to the limitations set forth in this Declaration the Common Areas and Common Areas Facilities and Association's funds, and the undivided interest of each Lot Owner therein. Provided, that the Owner of each Lot may remove said Lot and the percentage of undivided interest in the Common Areas appurtenant to such Lot from the lien of such encumbrance or from any other lien by payment of the 1/85th amount thereon attributable to such Lot. Subsequent to any such

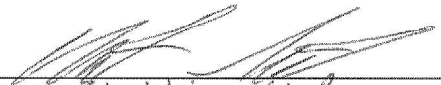
payment, discharge, or satisfaction, the Lot and the percentage of undivided interest in the Common Areas and Common Areas Facilities appurtenant thereto shall thereafter be free and clear of the liens so paid, satisfied, or discharged. Such partial payment, satisfaction, or discharge shall not prevent the lienor from proceeding to enforce his rights against any Common Areas and Facilities appurtenant thereto not so paid, satisfied, or discharged. The Board shall not borrow funds in any amount except upon majority vote of the Lot Owners in the manner specified in Section 10.5. Nothing in this Section is intended to otherwise limit the powers of the Board otherwise set forth in the Declaration.

Section 10.7 Other Board Powers. The Board may, from common funds of the Association, acquire and hold in the name of the Association, for the benefit of the Lot Owners, tangible and intangible personal property and real property and interests therein, and may dispose of the same by sale or otherwise; and the beneficial interest in such Property shall be owned by the Owners in the same proportion as their respective interest in the Common Areas, and such Property shall thereafter be held, sold, leased, rented, mortgaged or otherwise dealt with for the benefit of the common fund of the Association as the Board may direct. The Board shall not, in any case acquire by lease or purchase real or personal property valued in excess of Two Thousand Dollars (\$2,000) except upon a majority vote of Lot Owners, in the manner specified in Section 10.5. Nothing in this Section is intended to otherwise limit the powers of the Board otherwise set forth in this Declaration.

This Amendment to the Declaration has been approved in accordance with the provisions of the Declaration and is executed by the appropriate officers of the Association. All the remaining terms and provisions of the Declaration shall remain in full force and effect except as expressly amended or modified herein.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed this 16th day of June, 2021.

The Ridge at Fairwood Homeowner's Association



Print: Christian Lindemann
Its: President

The Ridge at Fairwood Homeowner's Association

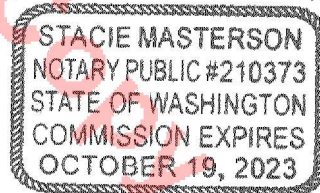
Rosalee Rourke
Print: Rosalee Rourke
Its: Secretary

STATE OF WASHINGTON)
COUNTY OF KING)

On this day personally appeared before me Rosalee Rourke, to be known to be the individual(s) described herein and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act for the purposes and use herein mentioned.

GIVEN under my hand and official seal this 16th day of June, 2021.

Stacie Masterson
Print Name: Stacie Masterson
NOTARY PUBLIC in and for the State of Washington, residing in Kent, WA
My Commission Expires: 10/19/2023



STATE OF WASHINGTON)
COUNTY OF KING)

On this day personally appeared before me Christian Lindeman, to be known to be the individual(s) described herein and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act for the purposes and use herein mentioned.

GIVEN under my hand and official seal this 16th day of June, 2021.

Stacie Masterson
Print Name: Stacie Masterson
NOTARY PUBLIC in and for the State of Washington, residing in Kent, WA
My Commission Expires: 10/19/2023

