

AFTER RECORDING RETURN TO:  
**PERYEA SILVER TAYLOR**  
1200 Fifth Avenue, Suite 1550  
Seattle, WA 98101

**DRAFT FOR BOARD REVIEW – DO NOT FORWARD OR CIRCULATE  
BEYOND BOARD/MANAGEMENT**

**AMENDMENT TO DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS, EASEMENTS & RESTRICTIONS FOR  
SHAWNEE RIDGE**

GRANTORS:	SHAWNEE RIDGE HOMEOWNERS ASSOCIATION, a Washington non-profit corporation
GRANTEES:	SHAWNEE RIDGE; SHAWNEE RIDGE HOMEOWNERS ASSOCIATION, a Washington non-profit corporation; THE PUBLIC
LEGAL DESCRIPTION(S):	LOTS 1 THROUGH 67 OF THE PLAT OF SHAWNEE RIDGE RECORDED UNDER PIERCE COUNTY AUDITOR'S RECORDING NO. 201105125001
TAX PARCEL ID NOS.:	602630-0000 (Master Parcel) 602630-0010 through 602630-0720 (Inclusive)
DOCUMENT REFERENCE NOS.:	201105120218; 201105125001

**AMENDMENT TO DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS, EASEMENTS & RESTRICTIONS FOR  
SHAWNEE RIDGE**

**RECITALS**

WHEREAS, certain real estate was conveyed subject to that Declaration of Protective Covenants, Conditions, Easements & Restrictions for Shawnee Ridge at Pierce County Auditor's ("PCA") No. 201105120218 (as amended, the "Declaration") together with the Plat Map for Shawnee Ridge under PCA No. 201105125001. The Declaration has been amended by instrument recorded at PCA No. 201204050274. The Survey Map and Plans have not been amended.

WHEREAS, consistent with the requirements of the Homeowners' Associations Act and pursuant to Article Eighteen, Section Five of the Declaration, a majority of the members of the Board of Directors ("Board") of the Shawnee Ridge Homeowners Association a ("Association") approved this Amendment for submission to owners for consideration and approval. After notice duly provided to owners, not less than sixty-seven percent (67%) of the owners in the Association consented to this Amendment.

WHEREAS, consistent with the requirements of Article Eighteen, Section Five of the Declaration, an amendment shall be approved by the insuring agency for any lot or building that has a loan thereon that is insured through the Federal Housing Administration or the Department of Veterans Affairs or other programs sponsored by either such agency, at the time of the notice of this proposed Amendment, no such approval is required.

NOW, THEREFORE, the undersigned President or other designated officer of the Association certifies the Declaration to have been amended in the following particulars:

[Where indicated, single-strikethrough indicates deletions, double-underline indicates insertions]

**AMENDMENT**

**A. Declaration Article Nine, Section Five is hereby amended as follows:**

Section Five: Time Limits. ~~If the~~ ACC or its authorized representative shall endeavor fail to notify the owner of its action for a period of thirty (30) days following the date of the submission of the required information to the ACC, or its authorized representative, if the ACC or its authorized representative fails to notify the owner of its decision for a period of sixty (60) days following the date of submission of the required information to the ACC, or its

authorized representative, the owner may proceed with the proposed work notwithstanding the lack of written approval by the ACC or its authorized representative. The automatic approval of a request under this provision does not waive the owner's obligation to comply with the Declaration, Bylaws, rules and regulations, or any applicable laws and ordinances. Automatic approval is not granted if the delay in the ACC's or its authorized representative's notice of decision is the result of a reasonable request for additional information. In this case, the review period will be extended until the requested information is received. The required information shall be considered submitted to the ACC upon personal delivery of a complete set of all required information to the person designated to receive such items by the ACC or by mail three days after deposit in the U.S. Mail, postage prepaid, certified, return receipt requested, to the ACC in care of the Board of Directors of the Association at the address designated in the most recent notice of assessment by the Board, or at such other address as is designated by the Board by written notice to the Members. The Board may elect to allow electronic submission by Board resolution.

**B. Declaration Article 9, Section Twenty-One is hereby amended as follows:**

Section Twenty-One: [Reserved as Placeholder to Preserve Section Numbering].~~Tree Height. No tree or vegetation shall be allowed to grow to a height of more than 10' above the adjacent ground unless the ACC determines that the increased height would not have a material adverse effect on the view from other lots. The Association shall specifically have the right to trim trees which are in violation of this provision at the owner's expense after reasonable notice.~~

**C. Declaration Article 9, Section Twenty-Eight is hereby deleted and replaced in its entirety by the following:**

Section Twenty-Eight: Vehicle Parking, Storage, and Screening. A vehicle may only be parked on a designated and approved hard-surfaced driveway or parking area, or within a garage (collectively, "Approved Location").

A "Passenger Vehicle" may park in an Approved Location for an unlimited amount of time. A "Passenger Vehicle" is defined as a currently licensed, operable vehicle that is primarily designed to carry people on highways and streets. The exception is that a Passenger Vehicle not regularly used must be stored in a garage or adequately screened from view of any adjacent right of way, streets, and lots ("Adequately Screened"). The term "Adequately Screened" means screening approved by the ACC that ensures the vehicle or item is not visible to any degree from any location outside the lot on which the vehicle or item is located. The term "Screening" means any material or structure that shields a vehicle or other item from being visible to any degree from any location outside the lot on which that vehicle or other item is located. The ACC shall determine whether a vehicle or item is Adequately Screened in its reasonable discretion.

A "Non-Passenger Vehicle" may not be parked or stored on any lot unless it is Adequately Screened. A "Non-Passenger Vehicle" is defined as a boat, trailer, Sprinter-type van, multi-axle truck, camper, recreational vehicle or other equipment or device other than a Passenger Vehicle. One exception is that a Non-Passenger Vehicle may park in a driveway or parking area for up to twenty-four (24) hours at a time for active cleaning, loading, and unloading. The second exception is that guests may park a Non-Passenger Vehicle on a driveway or parking area with prior, written permission from the Board for a duration provided by the Board.

Upon forty-eight (48) hours' notice to the owner of an improperly parked or stored vehicle or item, the Board has the authority to tow the vehicle or remove the item from the lot at the owner's expense. A second notice is not required after an initial notice is provided and a violation recurs. The Association is granted an easement to enter a lot and restore or confirm compliance with this Section. Such entry shall not be deemed a trespass.

The Association may adopt rules and regulations and policies to expand upon and clarify the language of this Section. This may include the adoption of screening-approval procedures and compliance procedures, including procedures for vehicle removal.

Specific Non-Passenger vehicles whose Screening has already been approved by the ACC or its authorized representative shall not be subject to a need for further Screening approval under this Section. The ACC's decision with respect to any specific vehicle or item under this Section does not have any bearing on future decisions so long as its decision-making is not arbitrary or capricious.

***D. Declaration Article 9, Section Thirty-Four is hereby amended as follows:***

Section Thirty-Four. Garbage and Refuse. No garbage, refuse, rubbish, cuttings or debris of any kind shall be deposited on or left upon any lot unless placed in an attractive container suitably located and adequately screened from public view. "Adequately screened" means the container is not visible to any degree from any location outside the lot on which it is located, as further described in the rules and regulations or Board policies. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

***E. Declaration Article 9, Section Thirty-Five is hereby amended as follows:***

Section Thirty-Five: Tanks, Etc. No elevated tanks of any kind shall be erected, placed, or permitted on any part of such premises. Any tanks for use in connection with any residence

constructed on such premises, including tanks for the storage of fuels, must be buried, ~~or walled in, or otherwise adequately screened from public view sufficiently to conceal them from the view from neighboring Lots, streets, or streets.~~ All clothes lines, ~~garbage cans,~~ equipment, coolers, wood piles, or storage piles shall be walled in or otherwise ~~adequately suitably~~ screened ~~from public view to conceal them from the view of neighboring Lots, common areas, streets or streets.~~ "Adequately screened" means the tanks, clothes lines, ~~garbage cans, equipment, coolers, wood piles, or storage piles~~ are not visible to any degree from any location outside the lot on which it is located, as further described in the rules and regulations. The screening of such items must have approval of the ACC. ~~Plans for all enclosures of this nature must be approved by the ACC prior to construction.~~

**F. Declaration Article 9, Section Forty-Eight is hereby amended as follows:**

Section Forty-Eight: Trimming of Trees and Vegetation. ~~No tree or vegetation shall be allowed to grow to a height of more than 10' from the base of the tree unless the ACC or its authorized representative determines that the increased height would not have a material adverse effect on the view from other lots. Notwithstanding the foregoing, [n]~~ No lot owner shall permit any tree, ~~shrub~~ or vegetation to exceed twenty-five (25') feet in height as measured from the base of the tree, ~~shrub~~ or vegetation and in the event said twenty-five (25') foot height limitation is exceeded, the lot owner shall immediately take such action as is necessary to trim the top or remove that portion of the tree, ~~shrub~~ or vegetation that exceeds twenty-five (25') feet at the sole cost and expense of that lot owner. If the lot owner fails or refuses to abide by this provision, then in that event, after notice, the Association shall have the right to enter upon the lot of said lot owner and take such action as is necessary to trim, cut or remove the tree, ~~shrub~~ or vegetation which exceeds the ~~twenty-five (25') foot~~ height limitations as set forth herein. If the Association is required to take such action, then the cost of the same shall be assessed against the lot owner and collected according to the assessment provisions of this Declaration.

**G. This Amendment shall take effect upon recording. The terms of this Amendment shall control over and implicitly amend any inconsistent provision of the Declaration and Bylaws of the Association. Except as amended by this instrument, the Declaration shall remain in full force and effect.**

***The undersigned president or designated officer of the Association certifies and attests that this Amendment was properly adopted:***

**SHAWNEE RIDGE HOMEOWNERS ASSOCIATION**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_ (officer title)

STATE OF WASHINGTON                    )  
  )ss.  
COUNTY OF PIERCE                    )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ (**officer title**) of **SHAWNEE RIDGE HOMEOWNERS ASSOCIATION**, as the free and voluntary act of such party, for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Washington.  
My Appointment expires \_\_\_\_\_  
Print/type name \_\_\_\_\_