

RECORDED BY SNOHOMISH COUNTY: BOB TERWILLIGER, AUDITOR

AFTER RECORDING MAIL TO:
WM. BUCHAN INC.
11555 NORTHUP WAY
BELLEVUE, WA 98004
ATTN: ARON

10-

CT 22369

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE AMBERLEIGH
HOMEOWNERS' ASSOCIATION**

THIS FIRST AMENDMENT to the Covenants running with the land made this 16 day of July 1996 by the Declarant, William E. Buchan, Inc., who is the owner of certain land situated in the state of Washington, County of Snohomish.

WHEREAS; William E. Buchan, Inc., ("Declarant"), filed a Declaration of Covenants, Conditions and Restrictions for the Amberleigh Homeowners' Association on March 30, 1995 under Snohomish County Recording No. 9503305004. The Declaration imposes various conditions and restrictions on property in Amberleigh.

WHEREAS; Article I, Section 4 of the Declaration defines "Common Maintenance Areas."

WHEREAS; Article VI of the Declaration defines and provides for use of the Areas of the Plat.

WHEREAS; Article VII of the Declaration provides for Maintenance and Management of Common Areas.

WHEREAS, the Development Period has not yet expired.

WHEREAS; Article XVII, Section 2, provides that this Declaration can be amended if the owners of 51% of the lots approve the amendment. On this date, the Declarant owns more than 51% of the lots in this subdivision.

WHEREAS; Declarant finds it necessary to amend the Declaration to provide for landscape maintenance, the maintenance of fences and the maintenance of mailbox stands in Amberleigh.

WHEREAS; Declarant amends the Declaration as follows:

WHEREAS ARTICLE I, SECTION 4, ENTITLED "COMMON MAINTENANCE AREAS" IS AMENDED AS FOLLOWS:

NUMBER 7 IS REPLACED TO READ AS FOLLOWS:

7. Lawn areas, plantings and landscaping between the street and edge of the building and outside the private courtyards.

NUMBER 11 IS ADDED TO READ AS FOLLOWS:

11. Mailbox stands within the plat of Amberleigh.

CHICAGO TITLE INSURANCE COMPANY HAS PLACED THIS DOCUMENT OF RECORD AS A CUSTOMER COURTESY AND ACCEPTS NO LIABILITY FOR THE ACCURACY OR VALIDITY OF THE DOCUMENT.

Chicago Title Ins. Co.

2200612096

RECORDED BY SNOHOMISH COUNTY: BOB TERWILLIGER, AUDITOR

WHEREAS, ARTICLE VI, SECTION 5, ENTITLED "FENCES" IS ADDED TO READ AS FOLLOWS:

Section 5 Fences

a. Party Fences: There are some houses with shared party fences which are fences located on property lines between lots and shared by lots. If it becomes necessary to repair or maintain party fences, the owners who share the fence shall make repairs and shall each bear an equal share of the repair expense unless the repair is due to damage caused by one of the owners, in which case that owner shall be responsible for the repair. If homeowner(s) fail to make timely repairs to fences, the Board will determine if the repairs are necessary, give the owner(s) 30 days notice of the need to make repairs, and make such repairs and assess the property owner(s) for repair costs.

b. Common Fences: There are common fences throughout the plat of Amberleigh which are located on common areas and tracts and not shared by individual lots. The Maintenance and repair of common fences is the responsibility of the Amberleigh Homeowners' Association.


c. Private Fences: There are private fences in the plat of Amberleigh which are on individual lots, not shared by lots, but which may be located on a lot line between a lot and common area or tract. If it becomes necessary to repair or maintain private fences, the property owner of said lot shall make the repairs. If the homeowner fails to make timely repairs to fences, the Board will determine if the repairs are necessary, give the owner 30 days notice of the need to make repairs, and make such repairs and assess the property owner for repair or maintenance costs.

WHEREAS ARTICLE VII, SECTION 5, ENTITLED "LAWN MAINTENANCE," IS REPLACED TO READ AS FOLLOWS:

Section 5 Lawn Maintenance All lawn areas, plantings and landscaping between the street and edge of the building and outside the private courtyards shall be maintained by the Association. No changes may be made to the landscaping in these areas without written approval from the Board.

IN WITNESS WHEREOF the undersigned Declarant has affixed his signature.

WILLIAM E. BUCHAN, INC

By: 
W. Carl Buchan, President

RECORDED BY SNOHOMISH COUNTY: BOB TERWILLIGER, AUDITOR

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 16 day of July, 1996, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared W. CARL BUCHAN, to me know to be the individual described in and who executed the within foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed on the day and year first above written.

Aron Golden
NOTARY PUBLIC in and for
the State of Washington,
residing at Seattle
My appointment expires 5/24/00



96 JUL 19 AM 9:34
AUDITOR
SNOHOMISH COUNTY, WASH.
DEPUTY _____

RECORDED

9607190027

VOL. 3187 PAGE 2548

00000000