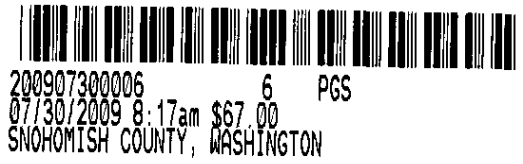


After recording return to:

Robert P. Williamson
bob@millcreeklawyer.com
16300 Mill Creek Blvd. #205
Mill Creek, WA 98012



Recording Cover Sheet

Title of Document submitted for Recording:	Second Amendment to Declaration of Covenants, Conditions & Restrictions for the Amberleigh Homeowners' Association
Prior recording # (if prior document being assigned or reconveyed):	9503305004 9607190027
Grantor(s): (Last name first)	Erickson, Jon (President) Williamson, Robert (Secretary)
Grantee(s): (Last name first)	1. Plat of Amberleigh (Mill Creek) 2. the Public
Legal Description: (Lot, block, section, range)	<input type="checkbox"/> full description on page ___ of document.
Assessor's Property Tax Parcel/Account No.(s):	

The person submitting this document for recordation recognizes that the Auditor/Recorder will rely on the information provided on this form, and that the staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. It is understood that the text of Non-Standard documents may be partially covered-up or obscured by the recording process.

Filing/Recording Fee = \$62 for first page (i.e., this cover page; except DOT page 1 is \$63) plus \$1 for each additional page. Non-Standard filings include extra fee of \$_____.

ORIGINAL

Second Amendment to
DECLARATION of
COVENANTS, CONDITIONS & RESTRICTIONS

For the

AMBERLEIGH HOMEOWNERS' ASSOCIATION

This Second Amendment to the Declaration of Covenants, Conditions & Restrictions for the Amberleigh Homeowners' Association is made as of July 28, 2009 by the Amberleigh Homeowners' Association (the "Association") by its Board of Directors.

Recitals

A. The original Declaration of Covenants, Conditions & Restrictions for Amberleigh Homeowners' Association was filed on March 30, 1995 under Snohomish County Recorder's File No. 9503305004. The original Declaration was subsequently amended by a First Amendment filed under Snohomish County Recorder's File No. 9607190027.

B. At a Special Homeowners meeting duly held on July 18, 2009 the Owners, by an affirmative vote of 95% of all votes received (58 of 61 votes), approved a motion to amend the Declaration by adding new architectural control provisions.

C. This Amendment is made to implement and incorporate the approved amendments into the Declaration.

Amendments

1. Section 13, Property Restrictions. Section 13 of the Declaration shall be revised and amended to read in its entirety as follows:

13. PROPERTY RESTRICTIONS.

13.1 MCCA Restrictions. The Amberleigh neighborhood is located within the geographic boundaries of the Mill Creek Community Association (MCCA). The MCCA's own Declaration of Restrictive Covenants as well as its related rules and regulations, applies to all Lots within Amberleigh. The MCCA restrictions apply to both the uses to which the Lots may be placed and to all new architectural changes and improvements to be made on the Lots and the homes on each lot. The MCCA has power to enforce compliance with its own rules and restrictions.

13.2 Amberleigh Architectural Restrictions. Amberleigh also has certain restrictions that apply concurrently with the MCCA's restrictions. In Amberleigh, no (i)

exterior addition, or (ii) structural alteration, or (iii) significant exterior alteration (including repairs and replacements) may be made on any Lot until plans and specifications showing the nature, kind, shape, height, materials and location of the proposed structure or alteration have been submitted to and approved, in writing, by the Amberleigh ACC. Before any Amberleigh resident may commence any such improvement, he or she must obtain the express approval of both the MCCA's ACC and the Amberleigh ACC, The Amberleigh Association has power to enforce its own rules and regulations, See Article 16 below.

13.3 Roof Replacements. Amberleigh is a unique single family development of one and two story attached and unattached homes located on small private lots. The architectural style is traditional with Cape Cod, Tudor or Craftsman facades. The overall appearance is somewhat like that of a village of similarly styled homes further united by the use of uniform roofing materials, siding materials, paint colors, hard surface design, and landscaping design. It is desirable that the general appearance of the community remain intact, therefore, variations to the architectural style or landscaping theme of the neighborhood are strongly disfavored. Because the harmony of roof appearances is so integral to maintaining the neighborhood's uniform appearance, only Approved Roofing Materials may be used for replacement of roofs or for significant repairs of roofs. Approved Roofing Materials will be specified by the Board, and the list of Approved Roofing Materials will include only those materials which will, in the determination of the Board, aesthetically blend well with (or closely match) the materials originally used; namely, medium cedar shakes aligned in horizontal rows. Homeowner requests for approval of replacement or repair plans must be submitted to the ACC for review and approval or disapproval, as described within Article 16 below.

2. Section 16, Architectural Control. A new Section is added to read in its entirety as follows:

16. ARCHITECTURAL CONTROL.

16.1 Architectural Control Committee ("ACC"). The ACC shall consist of not less than three and not more than five members. The ACC shall be designated by the Board. An election to fill either a newly created position on the ACC or a vacancy on the ACC requires the vote of the majority of the entire Board. However, the board is not obliged to fill a vacancy on the ACC unless the membership of the ACC numbers less than three persons. ACC decisions shall be determined by a majority vote by the members of the ACC. No member of the ACC shall be entitled to any compensation for services performed on behalf of the ACC. ACC members shall have no financial liability resulting from ACC actions. The address of the ACC shall be at the registered office address of the Association.

16.2 Jurisdiction and Purpose. The ACC shall review proposed plans and specifications for additions or exterior alterations to residences in the neighborhood,

accessory structures (e.g., garden sheds, tool sheds, doll houses, and playground equipment), fences, walls, appurtenant recreational facilities (e.g., hot tubs, spas, basketball hoops) or other exterior structures to be placed upon the Lots. No (i) exterior addition, or (ii) structural alteration, or (iii) significant exterior alteration (including repairs and replacements) may be made on any Lot until plans and specifications showing the nature, kind, shape, height, materials and location of the proposed structure or alteration have been submitted to and approved, in writing, by the ACC. The ACC shall also review proposals to change the exterior color of homes in the Plat. The ACC shall determine whether the proposed color change harmonizes with the (1) surrounding structures, (2) surrounding natural and built up environment, and (3) aesthetic character of other homes in the Plat.

16.3 Concurrent Jurisdiction of MCCA. Both the MCCA and the Amberleigh ACC have responsibility and jurisdiction over certain improvements proposed to be made within the Amberleigh neighborhood. It is possible that the MCCA's restrictions and rules may differ from those created by and for Amberleigh, and the two authorities are not obliged to conform their standards and conditions for approvals of proposals. Nonetheless, the Amberleigh ACC will apply its best efforts to coordinate its review procedures with those of the MCCA in order to minimize applicants' inconveniences and to coordinate its activities with its counterpart ACC within the MCCA.

16.4 Submission of Plans. All plans and specifications required to be submitted to the ACC shall be submitted by mail to the address of the Amberleigh ACC in duplicate. The written submission shall contain the name and address of the owner submitting the plans and specifications, identify the Lot involved, and the following information about the proposed structure:

- (a) The location of the structure upon the Lot;
- (b) The elevation of the structure with reference to the existing and finished Lot grade;
- (c) The general design;
- (d) The interior layout;
- (e) The exterior finish materials and color, including roof materials;
- (f) The landscape plan including front and back yards; and
- (g) Other information which may be required in order to determine whether the structure conforms to the standards articulated in this Declaration and the standards employed by the committee in evaluating development proposals.

16.5 Evaluating Development Proposals. The ACC shall have the authority to establish aesthetic standards for review of proposals, and it shall determine whether the external design, color, building materials, appearance, height, configuration, and landscaping of the proposal harmonize with (1) the various features of the natural and built environment, (2) the aesthetic character of the other homes in Amberleigh, and (3) any other factors which affect the desirability or suitability of the proposal. The ACC may decline to approve any proposal which (1)

fails to meet the above recited standards and any other aesthetic standards promulgated by the ACC, (2) impacts adversely on nearby Lots and Common Areas, or (3) is of a temporary or non-permanent nature. ACC determinations may be amended by a majority vote of ACC members.

16.6 Approval Procedure. Prior to submitting plans to the ACC, the Owner must give written notice, by certified mail, to all adjacent owners giving a description and location of his proposal. Upon submission of plans the owner must give the ACC an affidavit that he has given the proper notice and the date of notice. Objecting Owner(s) must file a written statement of objection(s) with the ACC within fourteen (14) days of receipt of said notice. The ACC may approve or disapprove the proposal within twenty-one (21) days after the receipt of the proposal. The committee may decline to approve any proposal which, in its opinion, does not conform to restrictions articulated in this Declaration or to its aesthetic standards. The ACC shall indicate its approval or disapproval on one of the copies of the proposal provided by the applicant and shall return the proposal to the address shown on the proposal. In any judicial action to enforce a determination of the ACC, the losing party shall pay the prevailing party's attorneys' fees, expert witness fees and other costs incurred in connection with such a legal action or appeal.

16.7 Compliance with Codes. In all cases, ultimate responsibility for satisfying all local building codes and requirements rests with the Owner. The ACC has no responsibility for ensuring that plans and specifications which it reviews comply with local building codes and requirements. The ACC shall be held harmless in the event that a structure which it authorizes fails to comply with relevant building and zoning requirements. No person on the ACC or acting on behalf of the ACC shall be held responsible for any defect in any proposals which are approved by the ACC nor shall any member of the ACC or any person acting on behalf of the ACC be held responsible for any defect in a structure which was built pursuant to plans and specifications approved by the ACC.

16.8 Variations. The ACC shall have the authority to approve proposals which do not conform to these restrictions in order to (1) overcome practical difficulties or (2) prevent undue hardship from being imposed on an Owner as a result of applying these restrictions. However, such variations may only be approved in the event that the variation will not have a detrimental impact on the overall appearance of the neighborhood or adversely affect the character of nearby Lots or Common Areas. Granting such a variation shall not constitute a waiver of the restrictions articulated in this Declaration or the ACC rules. Variations shall only be granted if the ACC determines that the variation would further the purposes and intent of these restrictions. Variations shall only be granted in extraordinary circumstances.

3. Other Provisions. All other provisions of the original Declaration are confirmed and unchanged.

IN WITNESS WHEREOF, the undersigned Directors and Officers have signed this Second Amendment as of the date first written above.

Amberleigh Homeowners' Association, by

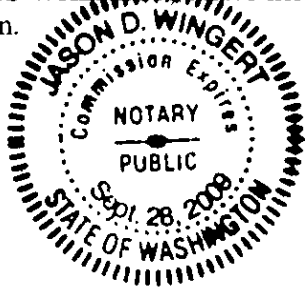
Jon Erickson
Jon Erickson, Director – President

Robert F. Williamson
Robert Williamson, Director – Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this 28th day of January, 2009, before me personally appeared Jon Erickson, to me known to be the President of Amberleigh Homeowners' Association, who executed the within and foregoing instrument, and he acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

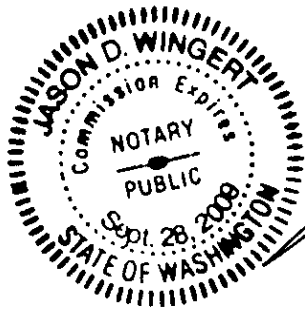


Jason D. Wingert
NOTARY PUBLIC in and for the
State of Washington,
residing at: Snohomish CO.
My Commission expires: 9/28/09.

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this 28th day of January, 2009, before me personally appeared Robert Williamson, to me known to be the Secretary of Amberleigh Homeowners' Association, who executed the within and foregoing instrument, and he acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Jason D. Wingert
NOTARY PUBLIC in and for the
State of Washington,
residing at: Snohomish CO.
My Commission expires: 9/28/09.