

AFTER RECORDING RETURN TO:

WEYERHAEUSER REAL ESTATE COMPANY  
Attn: Peter Constable  
WRE 1-1  
Tacoma, Washington 98477

**SUPPLEMENTARY DECLARATION  
OF  
PROTECTIVE COVENANTS  
FOR  
LICORICE FERN II**

THIS FIRST AMENDMENT is made this 29<sup>th</sup> day of December, 1995 by WEYERHAEUSER REAL ESTATE COMPANY ("Declarant").

**RECITALS**

A. Weyerhaeuser Real Estate Company is the Declarant pursuant to that certain Declaration of Protective Covenants for Licorice Fern II ("Declaration") as recorded under King County Recording No. 9501230633. The Declaration encumbers certain real property legally described on the attached Exhibit A.

B. Subsequent to the recording of the Declaration, Declarant granted King County, a political subdivision of the State of Washington, an option to purchase a portion of the real property legally described in the attached Exhibit B which is subject to the Declaration (the "Option Property"). If King County exercises its option to purchase the Option Property, King County intends to hold the Option Property in open space for park purposes. Notice of such option is evidenced by a Memorandum of Option recorded under King County Recording No. 9512290694 ("Memorandum").

C. In order to provide for acquisition of the Option Property by King County, this Declaration is amended as set forth herein. Capitalized terms not defined herein shall have the meaning defined in Article I of the Declaration, as amended hereby.

D. Declarant intends that the amendments to the Declaration set forth herein shall only become effective upon acquisition of the Option Property by King County.

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## AMENDMENTS

1. Paragraphs (h) and (m) of Article I of the Declaration shall be amended in their entirety as follows:

(h) "Lot" shall mean any plot of land within the Community, whether or not improvements are constructed thereon, which constitutes or will constitute, after the construction of improvements, a single-family dwelling site as shown on a plat recorded in the land records of the county where the Community is located, except those lots in the Community that are single family dwelling sites but are designated as Park Property in Exhibit D, attached hereto and by this reference made a part hereof.

(m) "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot located within the Community, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation. King County, its successors and assigns, shall not be deemed to be an Owner or a member of the Association or entitled to vote as a result of its ownership of any lots held as Park Property.

2. A new Paragraph (q) shall be added to Article I as follows:

(q) "Park Property" shall mean and refer to those certain real properties legally described in Exhibit D so long as such property is owned, held and maintained by King County, its successors and assigns, for park purposes. Any of the lots listed in Exhibit D that are single family dwelling sites may be removed by King County, its successors and assigns, from their designation as Park Property, in which event such lots shall be deemed to be Lots, as defined herein, and shall no longer be Park Property. The record owner of such Lots shall be an Owner and member of the Association and such Lots shall be liable thereafter for assessments and fines and subject to any liens created by this Declaration.

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3. Article XI of the Declaration is hereby amended in its entirety as follows:

ARTICLE XI  
Open Spaces and Park Property

Section 1. Open Spaces. The Open Spaces are subject to the King County Sensitive Areas Ordinance, which provides in part, that with certain limited exceptions, they shall remain undisturbed. Any Owner found to have violated the King County Sensitive Areas Ordinance, including disturbing any vegetation in the Open Spaces in any manner, shall be liable for any fines, fees or costs assessed to the Association, any restoration required, and all attorneys' fees.

Section 2. Park Property. Park Property shall be maintained and held by King County, its successors and assigns, in permanent open space, subject to a native growth protection easement, and shall be exempt from the benefits and burdens of the provisions of Article IV, and Section 1 of Article X of this Declaration. No structures, pavement, signs, fences or improvements of any kind shall be located, constructed or maintained on Park Property without the approval of the Board and the affirmative vote or written consent, or any combination thereof, of the Owners of at least two-thirds (2/3) of the Lots. King County, its successors and assigns, shall not be deemed to be a member of the Association or entitled to vote as a result of the ownership of Park Property, nor shall any Park Property be liable for assessments or fines or subject to any liens created by this Declaration.

4. Article XII, Section 3 is hereby amended in its entirety as follows:

Section 3. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any title

insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; (d) if such amendment is necessary to enable any governmental agency or private insurance company to insure or guarantee Mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Lot unless such Lot Owner shall consent thereto in writing; or (e) for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any owners of property subject to this Declaration, nor shall it adversely affect title to any property subject to this Declaration without the consent of the affected property owner.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of the Owners of at least two-thirds (2/3) of the Lots and the consent of Declarant (so long as the Declarant owns any property in the Community); provided that any amendments to Section 2 of Article XI or any amendments that adversely affect the exemption of Park Property from any liability for the assessments, fines or liens permitted by this Declaration shall not be effective without the consent of King County, its successors and assigns. Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein.

5. The amendments to the Declaration set forth herein shall become effective upon acquisition of the Option Property by King County pursuant to the option granted by Declarant as evidenced by the Memorandum.



**EXHIBIT A**

**Property Submitted To The Declaration of Protective  
Covenants For Licorice Fern II**

**Legal description of property subject to Licorice Fern II Homeowners Association:  
The plat of Licorice Fern II, Phase I, as recorded in Volume 172 of Plats, Pages 19  
through 28, inclusive, AND the plat of Licorice Fern II, Phase II, as recorded in Volume  
172 of Plats, Pages 29 through 33, inclusive, AND the plat of Licorice Fern II, Phase III,  
as recorded in Volume 172 of Plats, pages 34 through 38, inclusive, Records of King  
County, Washington.**

**EXHIBIT B**  
**LEGAL DESCRIPTION**  
**OPTION PROPERTY**

**PARCEL A:**

**Lots 7, 8 and 9, Licorice Fern II, Phase II, according to the plat thereof recorded in Volume 172 of Plats, pages 29 through 33, inclusive, in King County, Washington.**

**PARCEL B:**

**Lots 13 and 14, Licorice Fern II, Phase III, according to the plat thereof recorded in Volume 172 of Plats, pages 34 through 38, inclusive, in King County, Washington.**

EXHIBIT D

Park Property

Tracts F and G of the plat of Licorice Fern II, Phase I, as recorded in Volume 172 of Plats, Pages 19 through 28, inclusive; AND Tract C and Lots 7, 8, and 9 of the plat of Licorice Fern II, Phase II, as recorded in Volume 172 of Plats, Pages 29 through 33, inclusive; AND Tract A and Lots 13 and 14 of the plat of Licorice Fern II, Phase III, as recorded in Volume 172 of Plats, pages 34 through 38, inclusive, Records of King County, Washington.

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**LICORICE FERN II  
CC&R REVISIONS  
ADOPTED 10-16-03**

**Section 5. Vehicle Parking/Storage Rule  
(replaces current rule)**

Unless stored in a garage or otherwise screened from view of the roadway and neighbors by a minimum six-foot fence and/or landscaping approved by the Architectural Control Committee, Boats, boat trailers, house trailers, campers, commercial trucks, trucks with a camper, trucks in excess of 20 feet, or other recreational vehicles shall not be parked, stored or maintained on any Lot, Common Area and/or street. Notwithstanding the foregoing, a Lot Owner may park a recreational vehicle on any unscreened area of the Lot or on the street for a period not to exceed 48 consecutive hours, for the purpose of preparing for departure or upon return from travel.

Lot Owners who have visiting guests intending to stay in any form of recreational vehicle, may secure prior written permission from the Board of Directors to park such vehicle upon the Lot or the street adjacent to a Lot for a period in excess of 14 consecutive days.

No inoperable vehicles of any kind shall be parked, stored, maintained, or constructed on any lot or street unless stored in a garage. A vehicle that does not display proof of current licensing is deemed to be inoperable.

No motorized vehicles shall be permitted on pathways or unpaved Common Property except for public safety vehicles and vehicles authorized by the Board of Directors.

**Section 9. Animal Rule  
(new paragraph 2)**

Owners shall clean up and dispose of dog and cat wastes which are deposited in other homeowners lots, in the common areas, streets and sidewalks, and those lots owned by King County. Disposal of such wastes must be made in a sanitary manner (i.e. sealed plastic bag deposited in owners trash can) and not by deposit in other Lots or other parts of the common areas.

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Note: Changes adopted by 2/3 vote at 10-16-03 Annual Licorice Fern Homeowners Association Meeting.

## **LICORICE FERN II**

### **CC&R and Design Guideline Summary**

To enable everyone to easily understand the CC&R's and Design Guidelines for Licorice Fern II, we have put-together a summary of a few of our rules and regulations in everyday words. For the exact legal wording, please refer to the CC&R's and Design Guidelines that you received when you purchased your home and any additional rules adopted by the HOA or its Board. If you need a copy of the CC&R's, Bylaws or Design Guidelines, contact our Licorice Fern Homeowners Association Secretary for a new one. Should there be a discrepancy between the verbiage in this document and the official CC&R's or Design Guidelines, the official language takes precedence.

#### **CC&R's:**

- ◆ **Open Space/Park Property:** Regarding open spaces: Do not disturb any vegetation. Violators shall be liable for costs of restoration. Regarding park property: Do not add structures, pavement, signs, fences or improvements of any kind without Board approval and vote of the homeowners. Article XI – Sections 1 & 2
- ◆ **Residential Use:** All lots are for residential purposes exclusively. No business or business activity is allowed except with **written** approval of the Board. Article VI – Section 2
- ◆ **Architectural Standards:** No exterior construction, alternation, addition or erection of any nature may be place on a property unless submitted in writing to the ACC. Contact the ACC for Request for Modification Approval Application. ACC/Board has 60 days to approve/deny application from date of submission. Article VI – Section 3
- ◆ **Signs:** No signs of any kind may be placed on the property without prior written consent of the ACC/Board. Exception: "for sale" and security signs consistent with community-wide standards. Article VI – Section 4
- ◆ **Vehicles:** Boats, boat trailers, house trailers, campers, commercial trucks, trucks w/camper, trucks in excess of 20 feet or recreational vehicles shall not be parked on any Lot, Common Area and/or street unless stored in a garage or screened from view of the roadway and neighbors by a minimum six-foot fence and/or landscaping approved by the ACC/Board. You may park a recreational vehicle on any unscreened area of the Lot or on the street for up to 48 hours for departure preparation or return from travel. Visiting guests intending to stay in a recreational vehicle may get prior permission from the Board to park on the lot or street in excess of 14 days. Inoperable vehicles must be stored in a garage. No vehicles shall be permitted on pathways or Common Property unless authorized by the Board. ACC/Board must approve any parking area not already designated to be for parking. Article VI – Section 5 & 6
- ◆ **Animals and Pets:** No animals are allowed except a reasonable number of dogs, cats and other usual common household pets. Owners shall clean up after dog and cat wastes, which are deposited in other homeowner lots, common areas, streets and sidewalks and lots owned by King County. Disposal of waste must be made in a sanitary manner (i.e. sealed plastic bag and deposited in owners trash can). Article VI – Section 9
- ◆ **Nuisance:** You cannot have any property, hobby or thing that will cause a lot to appear unclean or untidy, unsightly, have obnoxious odors or is noisy. Article VI – Section 10 & 11
- ◆ **Sight Distance at Intersections:** Landscaping should permit safe sight across street corners. Article VI – Section 14
- ◆ **Garbage Cans, Woodpiles, etc.** Garbage cans, woodpiles, swimming pool pumps, filters and related equipment, air conditioning compressors and other items shall be located and screened to conceal from the neighbor's property and street. Article VI – Section 15
- ◆ **Guns:** Use of firearms (defined as using powder) in the community is prohibited. Article VI – Section 17
- ◆ **Fences:** No fence or fence type barrier of any kind shall be placed without ACC/Board approval.
- ◆ **Lighting:** All exterior lighting must be approved by the ACC/Board, Article VI – Section 20
- ◆ **Mailboxes:** All mailboxes must be approved by the ACC/Board Article VI – Section 22
- ◆ **Exteriors:** Any house or lot improvement painting must be approved by the ACC/Board. Article VI – Section 23
- ◆ **Assessments:** All property owners have agreed to pay annual assessments (HOA Dues), special assessments and any specific assessments against any lot including any fine imposed.

The Association may levy special assessments if approved at a meeting by 2/3 of the total association vote. All assessments, together with late charges, interest, costs possibly including attorney's fees incurred will be a charge on the owner and will be a lien upon the property. Any assessment not paid when due is delinquent. If greater than 10 days late, a late charge will be added. If then not paid within 30 days, a lien may be attached. Article IV – Sections 1 through 8

**Design Guidelines:**

- ◆ **Exterior Colors, Materials and Roofing:** All exterior colors, materials and roofing must be approved by the ACC/Board before beginning the work. Contact ACC Chair for color palette. Section B & C
- ◆ **Fencing, Gates, Walls and Trellises:** Must be approved by ACC/Board. Specific placement and design are very exacting. Refer to Design Guidelines for specifics. Note: Chain-link and exposed cinder block are not permitted. Section D
- ◆ **Trash Containers:** Must be kept within garages or in a screened enclosure. Section J
- ◆ **Play Equipment:** Play Equipment is not permitted in the front or corner frontage of the home with the exception of a porch swing. Front areas may not include swing sets, jungle gyms or other recreational structures. Care should be taken to screen from view and noise. Equipment utilizing natural materials and colors is preferred. The location of all play equipment must be approved by ACC/Board before installation. This includes basketball hoops, sport courts, swing sets and trampolines. Section M
- ◆ **Pools and Hot Tubs:** Pools and hot tubs are usually at the rear of the house but ACC/Board may consider an alternate location. They should be designed to minimize sight and sound impact on adjoining property. Heaters and pumps should be screened from view and sound insulated. Above ground swimming pools are not allowed. The location of pools and hot tubs must be approved by ACC/Board before installation) Section N
- ◆ **Associated Structures:** Other structures such as greenhouses, gazebos, sheds, etc. shall be located to interior or rear of property, must comply with setback requirements and have similar siding and roofing materials to existing house. Must have "footprint" of 150 sq. feet or less, 7 feet tall or less. The structures and location of must be approved by ACC/Board before installation) Section P
- ◆ **Landscape:** Rock, concrete, bark and gravel are not to be used for large areas. Artificial turf and asphalt is not permitted as ground cover. Landscape shall not hamper traffic visibility. Section Q
- ◆ **Lighting:** Christmas/holiday lights must be removed a month after the holiday and not put up earlier than a month before the holiday. All exterior lighting must be approved by the ACC/Board. Section R.