

200207260058
Skagit County Auditor
7/26/2002 Page 1 of 7 11:04AM

AFTER RECORDING RETURN TO:

Steve Brandli
3320 126th Ave. NE
Bellevue, WA 98005

**SECOND AMENDMENT
TO
DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS
FOR
FOX HOLLOW LANE ASSOCIATION**

(Document Summary)

Grantors (Declarants): John Peth & Sons, Inc.; James Company, LLC; Stephen A. Brandli; Bobbie Jo Brandli; Amy Louise Jensen; Michael Nemnich; Linda E. Nemnich; Jacob N. Searle; Michael D. Yeates; Victoria S. Yeates, Don Farmer Insurance Agency, Inc.

Grantee: THE PUBLIC; Fox Hollow Lane Community Association

Abbrev. Legal Description: Portion of the NE ¼ NE ¼ of Sec. 24, a Portion of the E ½ of Sec. 13, T36N R3E; and a Portion of the NW ¼ of Sec. 19, a Portion of the SW of Sec. 18, T36N R4E

Tax Parcel Nos.: P47842, P47859, P48141, P49370, P49371, P49372, P49443, P49458, P115707, P115709, P115710, P115711, P115712, P115715, P115716, P118588, P118589, P118590, P118653, P118654, P118655, P119066, P119069, P119070

Document Affected: 200011210071

THIS SECOND AMENDMENT (hereinafter "Second Amendment") to the "Declaration Of Covenants, Conditions, Restrictions And Reservations For Fox Hollow Lane Association", (hereinafter "Declaration"), which was recorded in Skagit County on November 21, 2000, Skagit County Auditor's No. 200011210071, and amended by First Amendment, which was recorded in Skagit County on December 21, 2001, Skagit County Auditor's No.

2001112210075, is made this 3rd day of June, 2002, by John Peth & Sons, Inc., a Washington corporation, James Company, LLC, a Washington limited liability company, Stephen A. Brandli and Bobbie Jo Brandli, husband and wife, Don Farmer Insurance Agency, Inc., an Oregon Corporation, Amy Louise Jensen, a single person, Michael Nemnich and Linda E. Nemnich, husband and wife, and Jacob N. Searle, a single person, Michael D. Yeates and Victoria S. Yeates, husband and wife, (each individual hereinafter referred to as "Declarant", or all referred to collectively as "Declarants").

WITNESSETH:

WHEREAS, Declarants are the Owners in fee of certain parcels of real property situated in Skagit County, Washington, all together legally described in Exhibit A of the Declaration, said real property, together with all residences and other structures thereon constituting real property, now existing or to be constructed in the future and is governed and regulated by the Declaration shall hereinafter be referred to as the "Property"; and

WHEREAS, all of the Lots of the Property are currently owned by the Declarants; and

WHEREAS, the Declarants desire to maintain a reasonable and fair method for the administration, maintenance, preservation, use and enjoyment of the Property; and

WHEREAS, the Declarants desire to correct the name of the association prescribed in the Declaration; and

WHEREAS, the Declarants desire to modify, update and amend certain provisions of the Declaration, as set forth herein; and

WHEREAS, the above recitals are a material part of this Second Amendment;

NOW THEREFORE, in consideration of the foregoing premises and the mutual and/or respective covenants hereinafter set forth, the Declarants hereby agree to amend as follows:

- 1. **Amendment of Article X.** Article X. of the Declaration is hereby deleted in its entirety, and is replaced with the following amended Article X.:

ARTICLE X.
RULES, REGULATIONS AND ADMINISTRATIVE PROVISIONS

10.1 Rules And Regulations. The Association and its Board is hereby authorized and empowered to adopt rules and regulations governing the use of the Joint-Use Road and the personal conduct of the Lot Owners and their guests thereon, and to establish penalties for the infraction thereof. Each Lot Owner shall be given written notice of said rules and regulations.



10.2 **Administrative Provisions.** The Association shall be responsible for, and its Board is authorized and empowered to enforce, the payment, assessment, liening and collection from the Owners, of the Association's Common Expenses. Each Owner shall be responsible to pay his/her/its share of the Common Expenses proportionate to the Owner's Allocated Interests of voting shares as set forth in Sub-section 3.2.2 of the Declaration. All Common Expenses shall be considered as Lot Assessments as defined and provided for in the Declaration (but other than for Road Expenses) and shall be assessed, liened and collected, as provided for Lot Assessments in the Declaration, and as provided for Common Expenses in the Association's Bylaws.

2. **Change in name of Association.** In Section 1.2 of the Declaration, the name "The Fox Hollow Lane Association" shall be changed to "the Fox Hollow Lane Community Association", with the rest of the Section remaining unchanged.

3. **No Waiver.** All provisions of the Declaration, as amended, restrictive or otherwise, shall continue to be fully enforceable against all Lots and/or Lot Owners, and this Second Amendment shall in no way be construed as a waiver by either the Association or other Owners to enforce any of the Declaration's provisions.

4. **Amendments Run With The Land.** The amendments contained herein shall run with the land and shall be as binding upon the Property and each portion thereof and all persons or entities owning, purchasing, leasing, subleasing or occupying any Lot on the Property, and upon their respective heirs, successors, and assigns as if said amendments had been originally included in the Declaration.

5. **Approval of Association .** Pursuant to Section 3.2.7 of the Declaration, this Second Amendment was approved by a vote of the membership of the Fox Hollow Lane Community Association at its Annual Meeting held on the 3rd day of June 2002 in Burlington, Washington. All members of the Association were provided at least 30-days notice of this meeting as directed in Section 4.7.3 of the Bylaws of the Association, and a Quorum was present for this meeting as defined in Section 4.8.4 of the Bylaws of the Association. The vote was approved by 99.6 percent of the voting interest in the Association as defined in Section 3.2.2 of the Declaration, and is recorded in the official minutes of the meeting. The undersigned Officers of the Association attest to the approval of this Second Amendment, and the events described in this Section 5.

6. **No Other Amendments.** All other terms and provisions of the Declaration recorded under Skagit County Recording No. 200011210071 and First Amendment, Recording No. 200112210075, shall remain the same, as recorded, unless otherwise amended by a subsequent validly executed and recorded document.



EXECUTED by each of the undersigned Officers of the Fox Hollow Lane Community Association effective the day and year first written above.

UNOFFICIAL DOCUMENT



Vice-president Signature Page to Second Amendment:

[Handwritten Signature]

STATE OF WASHINGTON)

COUNTY OF Skamania :SS

I certify that I know or have satisfactory evidence that MICHAEL D. YEATES is the person who appeared before me and signed this instrument, and on oath stated that he was authorized to execute the instrument as the Vice-president of the Fox Hollow Lane Community Association.

DATED: this 3rd day of July, 2002.

**ANGELA J. SHOBE
STATE OF WASHINGTON
NOTARY --- PUBLIC
MY COMMISSION EXPIRES 4-05-03**

[Handwritten Signature: Angela J. Shobe]
NOTARY PUBLIC for the State of Washington.
My commission expires 04/05/03

ANGELA J. SHOBE



200207260058

Skagit County Auditor

UNOFFICIAL DOCUMENT

ANGELA J. BRUBEK

ANGELA J. BRUBEK
NOTARY PUBLIC
STATE OF WASHINGTON
MY COMMISSION EXPIRES 03-31-2010

