



After recording, return
 Pilchuck West HOA
 Attn Keith Sprague
 7818 Skinner Road
 Granite Falls WA 98252

200910080155 3 PGS
 10/08/2009 11:17am \$126.00
 SNOHOMISH COUNTY, WASHINGTON

**10 EXCISE TAX
 REQUIRED**

OCT 08 2009

KIRKE SIEVERS, Snohomish County Treasurer

By KIRKE SIEVERS

**FIRST AMENDMENT TO COVENANTS, CONDITIONS, RESTRICTIONS
 AND EASEMENTS DATED**

REFERENCE # 9707160076
 GRANTORS/GRANTEES. Pilchuck West HOA
 LEGAL DESCRIPTION Portion of the East Half, Section 24, Township 30 North,
 Range 6 East, W M Grantee - Pilchuck West
 ASSESSORS'S TAX PARCEL# 243006-4-002-0000

Article III, Use Restrictions, to be changed in its entirety to:

Section 3.1 – RESIDENTIAL CHARACTER OF PROPERTY TYPE OF CONSTRUCTION. Single wide mobile homes, campers, tents or trailers and similar property shall not be used or placed on the lots for periods of time the total number of months of which exceeds twelve (12 months, except during a period of sustained and active construction of a residential structure

Section 3.2 –RUBBISH AND TRASH. No trash, garbage, rubbish, refuse or other solid waste of any kind including, discarded appliances, furniture, inoperable vehicles or other trash shall be thrown, dumped, stored or disposed of or otherwise placed on any part of the property described in this survey All garbage and waste must be kept in sanitary containers Each lot or tract owner should promptly dispose of all solid waste by legally established methods off the premises

Section 3.3 – SUBDIVISION OF PROPERTY. No owner shall sell or divide any portion of a lot or tract except as permitted under the existing laws, ordinances and regulation of the appropriate governing authority.

Section 3.4 – NEW CONSTRUCTION. Prior to commencement of any construction, the plan for an on-site disposal system must be submitted to the Snohomish County Health District for approval

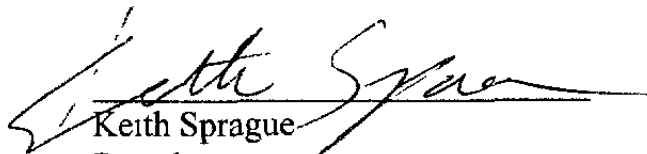
Article IV, Architectural Standards, to be removed in its entirety.

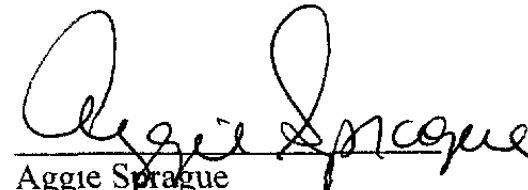
Article V, Enforcement, to be renamed to Article IV and to be changed in its entirety to:

Section 4.1- ENFORCEMENT. Any lot Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and easements now imposed by the provisions of this Declaration. Failure by any Lot Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

Section 4.2 – DURATION. This Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Lot Owner of any lot now or hereafter existing for a term of twenty (20) years from the date of this Declaration is recorded, after which time said covenants shall be extended without further action for successive periods of ten (10) years.

Dated:


Keith Sprague
President
Pilchuck West HOA


Aggie Sprague
Secretary/Treasurer
Pilchuck West HOA

Unofficial Document

STATE OF WASHINGTON)
) ss
COUNTY OF Snohomish)

On this 17th day of October, 2009, personally appeared before me Aggie Sprague, to me known to be the Secretary/Treasurer respectively of Pilchuck West HOA And she acknowledged to me that they signed the same of as their free and voluntary act and deed for the uses and purposes therein mentioned

SUBSCRIBES AND SWORN TO before me by Aggie Sprague on this 17th day of October, 2009



Andrea Bourdo
Printed Name. Andrea Bourdo
NOTARY PUBLIC
In and for the State of Washington
Residing at Beverly
My commission expires 9/29/2011

