

\$64.00
Amendment SHALLBETTER
Kittitas County Auditor



Filed for Record at Request of and
Copy returned to:
SHALLBETTER LAW
3201 Airport Road
Cle Elum, WA 98922

REVIEWED BY
KITTITAS COUNTY TREASURER
DEPUTY *[Signature]*
DATE *6/22/10*

DOCUMENT: First Amendment to Declaration of Covenants, Conditions and Restrictions
Timber Cove

GRANTOR(S): Owners of real property that is the subject of this Declaration

GRANTEE(S): Owners of real property that is the subject of this Declaration

LEGAL DESCRIPTION: Lots 1-14 of The Plat of Timber Cove, as recorded in Book 11, Pages
122-124 of Plats, under Kittitas County Auditor's File No. 2008031880006.

PARCEL NUMBERS:

- | | | | |
|-------|--------|--------|--------|
| Lot 1 | 954167 | Lot 8 | 954174 |
| Lot 2 | 954168 | Lot 9 | 954175 |
| Lot 3 | 954169 | Lot 10 | 954176 |
| Lot 4 | 954170 | Lot 11 | 954177 |
| Lot 5 | 954171 | Lot 12 | 954178 |
| Lot 6 | 954172 | Lot 13 | 954179 |
| Lot 7 | 954173 | Lot 14 | 954180 |

REFERENCE NUMBERS OF RELATED DOCUMENTS: 20080318007

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR TIMBER COVE**

WHEREAS, the real property legally described as Lots 1-14 of The Plat of Timber Cove, as recorded in Book 11, Pages 122-124 of Plats, under Kittitas County Auditor's File No. 2008031880006 ("Property" or "Timber Cove") is subject to a Declaration of Covenants, Conditions and Restrictions for Timber Cove that was recorded under Kittitas County Auditor's File No. 200803180007 on or about March 18, 2008 ("Declaration");

WHEREAS, the record fee title owners of the Property desire to amend the Declaration pursuant to the procedures authorized in Section 9.2 of the Declaration, which procedures require written approval of two-thirds of the Members representing at least two-thirds of the Lots constituting the Property;

WHEREAS, the Secretary of the Timber Cove Homeowners' Association has received written approval from the owners of at least ten (10) of the fourteen (14) Lots within Timber Cove of the amendment set forth herein;

NOW THEREFORE, pursuant to the provisions of Section 9.2 of the Declaration (regarding amendment), the Declaration is amended as follows:

Amendment to Section 2.9. Section 2.9 (Temporary Structures) is stricken in its entirety and replaced with the following:

Occupancy of Structures. For the purpose of this Section 2.9, the following definitions apply:

“Permanent structure” means a structure such as a home, garage, barn, or outbuilding that is affixed to the ground and not designed for quick and easy removal.

“Partial structure” means a structure that is part of a permanent structure, but incomplete according to the plan approved by the ARC, such as a partially constructed building or a basement, wing, or phase of a house.

“Primary dwelling” means a permanent structure identified and approved as the primary dwelling through the ARC approval process.

“Secondary dwelling” means a permanent structure approved by the ARC for occupancy (subject to applicable laws and regulations) which structure is situated on a lot *in addition to* the primary dwelling. An example of a secondary dwelling would be an accessory dwelling unit or a loft or mother-in-law apartment constructed above and as part of a garage. Pre-fabricated structures and modular-style homes are not allowed as a secondary dwelling.

“Temporary structure” means a structure of temporary character such as a trailer, yurt, tent, motor home, RV, or mobile home.

Except as expressly provided herein, no temporary structure, permanent structure, or partial structure situated on a Lot may be occupied or utilized as a dwelling or residence on a temporary, periodic, or permanent basis unless and until a primary dwelling meeting the requirements of these CCRs, and approved by the ARC, has been completed on the Lot. The foregoing notwithstanding, upon ARC approval, which shall not be unreasonably withheld or conditioned, an Owner may occupy or reside in a completed permanent structure prior to completion of a primary dwelling on the Lot if the Owner: (1) submits materials to the ARC that (a) clearly depict and describe the location and the proposed exterior appearance of both the primary dwelling and any proposed secondary dwelling to be constructed on the Lot; and (b) evidence a well-thought out phasing plan that substantiates a reasonable likelihood that all improvements on the Lot will be used and completed in a manner consistent with the intent of this Declaration.

Partial structures shall not be occupied or used as a dwelling. Temporary structures may be situated upon a Lot and occupied only in accordance with the “Vacation Provisions” of Section 2.6, or for a period up to 12 months during the course of active construction of a primary dwelling.

Amendments to Section 2.1(a). The first sentence of Section 2.1(a) is stricken and replaced with the following for the purpose of clarifying that the minimum square footage

requirement pertains to the primary dwelling on each Lot, rather than to secondary or other structures:

Minimum Primary Dwelling Size: Each primary dwelling shall consist of a minimum of One Thousand Eight Hundred (1,800) square feet, exclusive of basement, garages, patios, breezeways and detached storage rooms.

The word "primary" shall be inserted prior to "dwelling" in the second sentence of 2.1(a).

All other provisions of the Declaration remain unchanged and in full force and effect.

Executed this 9 day of June, 2010.

TIMBER COVE HOMEOWNERS' ASSOCIATION,
a Washington nonprofit corporation

By: [Signature]
Its Management Agent

STATE OF WASHINGTON)
) ss.
COUNTY OF KITTITAS)

On this day personally appeared before me the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, TRACI SHALLBETTER, to me known or proved to me on the basis of satisfactory evidence to be the individual that executed the foregoing instrument as the duly appointed Management Agent for the Timber Cove Homeowners' Association to represent the will of the owners of at least ten lots within Timber Cove, and acknowledged the same 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 is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed this 9 day of June, 2010.

[Signature]
Signature of Notary

COLLEEN RAWCLIFFE
Notary public in and for the state of Washington,
residing at Kittitas County
My commission expires 2-19-12

