After recording return to:
A. Shawn Hicks
Attorney at Law
800 Fifth Avenue, Suite 3825
Seattle, WA 98104

## AMENDMENT NO 2 TO DECLARATION OF NICHOLSON PLACE, PHASE I RESTRICTIVE COVENANTS AND CONDITIONS

Grantor:

Nicholson Place Homeowner's Association

Grantee:

Owners of Lots 1 to 110 of Nicholson Place

Legal Description:

All lots, Nicholson Place, according to plat thereof recorded in volume

130 of plats, page 57 and 58, records of King County, Washington

Tax Parcel ID

608460

(Master number for development)

WHEREAS, a certain Declaration of Nicholson Place, Phase I, Restrictive Covenants and Covenants (Declaration) was recorded on July 17, 1985, under Recording Number 8507170958, in the records of King County, State of Washington, and

WHEREAS, the Declaration was previously amended by Amendment No 1 in the records of King County, State of Washington, on July \_\_\_\_\_, 2008, under Recording No \_\_\_\_\_\_, and

WHEREAS as provided in Article 9.1 and 9.3 of the Declaration that the Declaration can be amended by an affirmative vote of the owners of not less than seventy-five percent (75%) of the Lots, and the consent of the King County Council, and the Board of Directors for Nicholson Place Homeowners Association has received in excess of seventy-five percent (75%) approval from the members and consent from the King County Council for the following amendment of the Declarations,

NOW THEREFORE, the President and the Secretary of the Nicholson Place Homeowners Association certifies that the Declaration be amended in the following particulars:

1. Article 9.1 and 9.3 shall be deleted and replaced with:

## 9.1 Term

These Covenants shall run with the land with respect to any property within NICHOLSON PLACE, PHASE I, for a period of not less than twenty (20) years and shall be binding on all parties and all persons. These covenants can be

amended or revoked with the consent of a minimum of 75% of all lot owners. Such action shall be accomplished by duly recording an instrument which contains an agreement providing for termination and revocation or amendment, and which is signed by the owners of at least seventy-five (75%) percent of the platted lots as previously noted.

## 9.3 Amendment and Repeal

DATED this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2008.

These covenants or any provision thereof, as from time to time in effect with respect to all or any part of NICHOLSON PLACE, PHASE I, may be amended or repealed by an affirmative vote or the written consent of not less than seventy-five percent (75%) of the owners in accordance with provision 6.2. Any such amendment or repeal shall become effective only upon the recordation of a certificate executed by two officers entitled to act in the name of the Association, setting forth in full the amendment, amendments or repeal so approved and certifying that said amendment, amendments or repeal have been approved in accordance with the provisions herein.

	Nicholson Place Homeowners Association	
	By: President	
ATTEST the above amendment was properly adopted:		
By:Secretary		
•		
STATE OF WASHINGTON )  -ss  COUNTY OF KING )		
I certify that I know or have satisfac	tory evidence that and (is/are) the person(s) who appeared before me,	
(he/she/they) (is/are) authorized to e and Secretary, respectively, of the N	at (he/she/they) signed this instrument, on oath stated that execute the instrument and acknowledged it as the Presider (icholson Place Homeowners Association, to be the free arche uses and purposes mentioned in this instrument.	
Dated:		

Notary Public in and for the state of Washington My appointment expires:

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