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Page: 1 of 8
06/20/1998 09:52P
Spokane Co, WA

Filed for Record at Request of and
After Recording Return to:

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**FIRST AMENDMENT TO DECLARATION AND COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS AND RESERVATIONS
FOR MEADOWWOOD GLEN**

Grantor: The Glen at Meadowwood, Inc.
Grantee: Meadowwood Glen Homeowners Association
Tax Parcel No.: 55141.9053
Legal Description: Portion of NE 1/4 of Sec. 14, T.25N., R. 45 E., W.M.
Related Documents: No. 4159620

THIS FIRST AMENDMENT TO DECLARATION AND COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS AND RESERVATIONS FOR MEADOWWOOD GLEN (the
"First Amendment") is made by The Glen at Meadowwood, Inc., a Washington corporation
("Declarant") as of this ___ day of June, 1998.

RECITALS

Declarant previously subjected certain property located in Spokane County,
Washington (the "Property") to the Declaration and Covenants, Conditions, Restrictions,
Easements and Reservations for Meadowwood Glen under Spokane County Auditor's File No. 4159620 (the
"Original Declaration").

The Property was owned by Declarant and subdivided as shown on the Plat for
Meadowwood Glen recorded under Spokane County Recording No. 4137835, in Book 24, page 73,
Plat No. 3360 (the "Original Plat").

Declarant is also the owner of certain real property in Spokane County, Washington, located
adjacent to the Property and legally described on Exhibit A hereto (the "First Addition").

The First Addition is subdivided as shown in the Plat for Meadowwood Glen First Addition
recorded under Spokane County Recording No. 4138742, in Book _____, page _____, Plat No.
_____, records of Spokane County, Washington (the "First Addition Plat").



Declarant wishes to amend the Declaration in conformance with the authority provided therein, to add the First Addition to the Property, thereafter to be subject to the provisions of the Original Declaration, and to make other amendments as provided herein. Unless otherwise expressly defined herein, all capitalized terms shall have the same meaning as set forth in the Original Declaration.

NOW, THEREFORE, Declarant hereby amends the Original Declaration as provided in this First Amendment, as follows:

1. **Addition of Property.** Declarant hereby adds the First Addition to the Property, as authorized by the Declaration. The definition of "Property" contained in Section 1.1.15 of the Original Declaration is hereby amended to include the First Addition.

2. **Common Areas.** The definition of "Common Areas" set forth in Section 1.1.3 of the Plat is hereby amended to include Tracts A and C in the First Addition. No structures, including fences, shall be constructed on Tracts A or C without the express written approval of Spokane County. The Association shall be responsible for payment of claims and other liabilities which may become due for said Tracts. Tracts A and C may not be sold or transferred, and shall be considered subservient estates to all Lots within the First Addition for the purpose of real estate taxes. Should the Association be terminated for any reason, the successors in interest for Tracts A and C shall be the individual Lot Owners within the First Addition, or their successors in interest, who are members of the Association at the time of said termination. The status of the areas designated as subservient estates for tax purposes cannot be changed without filing a replat.

3. **Plat.** The definition of "Plat" set forth in Section 1.1.14 of the Original Declaration is hereby amended to add the First Addition.

4. **Easements for Utilities.** Declarant hereby creates and reserves a 10 foot easement along all front property lines of the Lots within the First Addition adjoining private road rights of way, as well as utility easements across, under and through Tracts A, B and C, as shown on the face of the First Addition Plat, to the same utility providers and for the same purposes as provided in Section 2.5 of the Original Declaration. All such utility easements shall be subject to all of the provisions of the Original Declaration.

5. **Border Easement.** In addition to the Border Easement created and reserved in Section 2.6 of the Original Declaration, Declarant hereby creates and reserves an eleven foot border easement within Tract A of the First Addition along and adjoining Mission Avenue for the benefit of Spokane County for road purposes, including but not limited to curbs, sidewalks, drainage, signage and other usage deemed necessary by the Spokane County Engineer for the safety and welfare of the public. This Border Easement shall be subject to the same use limitations and other provisions set forth in Section 2.6 of the Original Declaration.

6. **Private Streets.** Section 2.9 of the Original Declaration is hereby amended to add Tract C in the First Addition to the description of private roads within the Plat. For tax purposes, each of the Lots in the First Addition shall have an undivided one twenty-seventh (1/27) interest in



Tract C. The other provisions of Section 2.9 shall apply to Tract C. Spokane County has no responsibility to build, improve, or maintain or otherwise service the private roads, including associated drainage facilities, contained within or providing service to the First Addition. By accepting this development or subsequently by allowing a building permit to be issued for property on a private road, Spokane County has no obligation of any kind or nature whatsoever to establish, examine, survey, construct, alter, repair, improve, maintain, or provide drainage or snow removal on a private road or associated drainage facilities. This requirement is and shall run with the land and shall be binding upon the Lot Owners, their heirs, successor and assigns, including the obligation to participate in the maintenance of the private roads. The private roads as shown on the face of the Plat and the First Addition Plat, are easements which provide a means of ingress and egress for those Lots within the Plat and the First Addition Plat having frontage thereon.

7. Storm Drainage Easements. Declarant hereby creates and reserves storm drainage easements as shown on the face of the First Addition Plat, for the benefit of the Association and Spokane County, for the purposes of installing, operating and maintaining drainage facilities to dispose of runoff, and all of which shall constitute part of the private storm drainage systems described in Section 2.10 of the Original Declaration.

8. Spokane County. Section 2.12 is hereby amended to add Tracts A and C of the First Addition to the other Common Areas included within the provisions of this Section.

9. Submission and Approval of Plans. Section 3.2 of the Original Declaration is hereby amended to provide that with respect to Construction of Structures on Lots within the First Addition, the Architectural Control Committee (ACC) shall consist of two representatives of Sullivan Homes, Inc. who, with respect to Construction of Structures on Lots within the First Addition, shall have all of the powers and authority of the ACC provided in Section 3.2, prior to the Transition Date, and all of the provisions of Section 3.2 shall apply in the same manner and to the same extent as with respect to the Lots in the Original Plat. After the Transition Date, the ACC shall consist of members of the Board of Directors, and all decisions of the ACC shall be as determined by the Board, at its discretion.

10. Approval. The last sentence of Section 3.2.3 of the Original Declaration is hereby deleted, in its entirety, and the following is added:

Except for violation of those restrictions specifically set forth in Section 3.3 through 3.5, if the Board has not provided a Lot Owner with written notice of objections to any construction within six (6) months after its completion, Board approval shall not be required and the related Covenants shall be deemed to have been fully complied with. After delivering its notice of objections to a Lot Owner, the Board shall be entitled to take whatever action the Board deems reasonably appropriate to enforce the provisions of the Declaration, including, without limitation, commencing an action against the Lot Owner.

11. Board of Directors. Section 4.2 of the Original Declaration is hereby amended by deleting the second and third sentences of the Section and substituting the following: "At such time as the last Lot owned by Declarant or a Participating Builder is sold to a retail purchaser, the duties



4238793
Page: 1 of 8
06/30/99 06:22
Solera Co., WA

of the Architectural Control Committee shall be assumed by the Board elected to serve after the Transition Date.

12. Yoting. The following is added as the last sentence to Section 4.6 of the Original Declaration:

Unless otherwise expressly provided in this Declaration, a quorum is present throughout any meeting of the Association if the Owners to which thirty-four percent (34%) of the votes of the Association are allocated are present in person or by proxy at the beginning of the meeting.

13. Annual and Special Meetings. Section 4.8 of the Original Declaration is hereby deleted in its entirety and the following is substituted:

Within one year following recording of the final plat, on a date selected by the Board, there shall be a meeting of the members of the Association and thereafter there shall be an annual meeting of the members of the Association in the first quarter of each fiscal year at such reasonable place and time as may be designated by written notice from the Board delivered to the Owners no less than 30 days before the meeting. At the first such meeting, and at each annual meeting thereafter, the Owners shall elect by majority vote individuals to serve as Directors until a successor is elected at the next annual meeting. Each Lot shall be entitled to one vote for each Director and the voting for Directors shall be non-cumulative. The financial statement for the preceding fiscal year (if any) and the budget the Board has adopted for the pending fiscal year shall be presented at the annual meeting for ratification by the members, as more specifically provided in Section 7.1. Special meetings of the members of the Association may be called at any time upon not less than 14 days prior written notice to all Owners, for the purpose of considering matters which require the approval of all or some of the Owners, or for any other reasonable purpose. Any First Mortgagee of a Lot may attend or designate a representative to attend the meetings of the Association.

14. Books and Records. Two new sentences are added to the end of Section 4.9 of the Original Declaration, as follows:

At least annually, the Association shall prepare, or cause to be prepared, a financial statement of the Association. If the annual assessments are fifty thousand dollars or more, the financial statements of the Association shall be audited at least annually by an independent certified public accountant, but the audit may be waived if sixty-seven percent of the votes cast by owners, in person or by proxy, at a meeting of the Association at which a quorum is present, vote each year to waive the audit.

15. Notices. Article 5 of the Original Declaration is hereby amended to substitute the name of George Recca for the name of Dennis Kohlhoff as the person designated to receive notices on behalf of the Board of Directors.

16. Fiscal Year Preparation of Budget. Section 7.1 of the Original Declaration is hereby deleted in its entirety and the following is substituted:



4238793
 Page: 5 of 6
 06/20/1998 08:29
 Spokane Co, WA

The Board may adopt such fiscal year for the Association as it deems to be convenient. Unless another year is adopted, the fiscal year will be the calendar year. As soon as the Board in its discretion deems advisable after formation of the Association, but not later than one year following recording of the final Plat, and prior to the expiration of each fiscal year thereafter, the Board shall establish a budget for the Association, which shall include, without limitation, the costs of maintaining the Common Area during the ensuing fiscal year, and shall mail a summary of the budget to all of the Owners. Within thirty days after adoption by the Board, the Board shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen nor more than sixty days after mailing of the summary. Unless at that meeting the Owners of a majority of the votes in the Association are allocated or any larger percentage specified in the Articles or Bylaws reject the budget, in person or by proxy, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board. The Board shall then assess each Lot within the Property with its pro rata share, based upon the number of Lots then within the Property, of such estimated costs. The Board, at its election, may require the Lot Owners to pay the amount assessed in equal monthly or quarterly installments or in a lump sum annual installment. The Board shall notify each Lot Owner in writing at least ten days in advance of each assessment period of the amount of the assessment for said period, which notice shall be accompanied by a copy of the budget upon which the assessment is based. The assessments levied by the Board shall be used exclusively to promote the recreation, health, safety and welfare of the Lot Owners and for the improvement and maintenance of the Common Areas and provision of other goods and services described in Section 6.3.

17. **Offsite Improvements.** The Lot Owners, their heirs, successors and assigns hereby agree to construct or participate in the construction of certain offsite improvements relating to impacts from the First Addition Plat, equal to its impacts or provide comparable value in offsite property acquisitions. Said measures shall be applicable at the time of building permit per the HARVARD ROAD MITIGATION PLAN.

18. **Ratification.** Except as expressly modified herein all of the terms, covenants, conditions and easements of the Original Declaration shall continue in full force and effect and are hereby ratified by the Declarant.

