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Spokane Co. WA

Brett T. Sullivan, Esq.
Sullivan Homes, Inc.
608 W. 2nd Ave., Suite A
Spokane, WA 99201-4411

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

Grantor: Sullivan Homes, Inc.
Grantee: Meadowwood Glen Homeowners Association
Tax Parcel Nos.: 55141.9053
Legal Description: Portion of NE ¼ of Sec. 14, T.25 N., R 45 E., W.M.

THIS FIFTH AMENDMENT TO DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS FOR MEADOWWOOD GLEN (the "Declaration") is made by Sullivan Homes, Inc., a Washington corporation ("Declarant") as of this 23rd day of July, 2001.

RECITALS

A. Declarant is a successor to the original Declarant for the Plat of Meadowwood Glen recorded under Spokane County Auditor's File No. 4137835, in Book 24, Page 73, Plat No. 3360, records of Spokane County, Washington (the "Plat"). The Plat for MeadowWood Glen First Addition was recorded under Spokane Auditor's File No. 4238792, in Book 25, Pages 50-51, records of Spokane County, Washington (the "First Addition Plat").

B. The Plat and the First Addition Plat are subject to that certain Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for MeadowWood Glen, as recorded under Spokane County Auditor's File No. 4159620 (the "Declaration"), as amended by First Amendment to Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for MeadowWood Glen, recorded under Spokane County Auditor's File No. 4238793 (the "First Amendment"), and as amended by Second Amendment to Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for MeadowWood Glen, recorded under Spokane County Auditor's File No. 4252176 (the "Second Amendment"), as amended by Third Amendment to Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for MeadowWood Glen, recorded under Spokane County Auditor's File No. 4233385 (the "Third Amendment"), as amended by the Fourth Amendment to Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for



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MeadowWood Glen, recorded under Spokane County Auditor's File No. 4367620 (the "Fourth Amendment").

C. Declarant wishes to further amend the Declaration, as amended by the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment, in conformance with the authority provided therein. Except as specifically provided in this Fifth Amendment, all capitalized terms shall have the same meaning as provided in the Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Amendment of Section 2.14. Section 2.14 of the Declaration is hereby further amended and restated, in its entirety, as follows, which shall be substituted in its entirety for Section 2.14 of the Original Declaration, as amended:

Section 2.14 Entry Monument, Landscaping, Lighting and Fence Maintenance.
An entry monument and landscaping, including appurtenant facilities such as an irrigation system and lighting, are located within Tract D, and shall be owned and maintained by the Association, together with all other landscaping and appurtenant facilities, including, without limitation, street and other lighting, located within the Common Area. The costs of maintaining the entry monument, landscaping and appurtenant facilities and lighting shall be chargeable assessments as more particularly provided in Article 7 of this Declaration. In order to promote an aesthetically pleasing and unified entry and border to the Property, the Association may, at the discretion of the Board of Directors, cause to be painted the street-facing side of the fence installed along the perimeter of the Project facing Country Vista Drive and Mission Avenue of the following lots: Lots 3, 4, 5, 11, 12, 13, 14, 15, Block 1, MeadowWood Glen; Lots 1 through 13, Block 1, MeadowWood Glen 1st Addition; and Lots 3, 4, 5 and 6, Block 1, MeadowWood Glen 2nd Addition. The costs to paint such fence shall be chargeable assessments as more particularly provided in Article 7 of this Declaration.

2. Amendment of Section 3.5.17. Section 3.5.17 of the Declaration is hereby further amended and restated, in its entirety, as follows, which shall be substituted in its entirety for Section 3.5.17 of the Original Declaration, as amended:

Section 3.5.17 Fences. All fences, with the exception of fences constructed on Lots that share a common border with MeadowWood Golf Course, shall conform in all material respects to the fence detail shown on Exhibit A attached hereto and incorporated herein by this reference unless otherwise authorized by the Board. Unless otherwise authorized by the Board, no fence, wall hedge or mass planting over three feet in height, other than foundation planting, shall be permitted to extend nearer to any street than the minimum setback line; however, nothing shall prevent erection of a necessary retaining wall, the top of which does not extent more than two feet above the finished grade at the back of said retaining wall. For fences situated along, facing or contiguous to Country Vista Drive or Mission Avenue, fence material shall be comprised of cedar and such fencing shall be painted within two (2) weeks following completion in colors to match the common color scheme for such Country Vista Drive and Mission Avenue fences. Prior to painting such fences, the Owner shall first notify the Association that the fence is



to be painted and the specific colors shall then be promptly provided by the Association to the Homeowner. For fences situated along other boundaries, fence material may be comprised of either vinyl or cedar. No fences may be constructed, installed or otherwise placed on Lots which share a contiguous border with MeadowWood Golf Course unless required by governmental authorities to surround or otherwise restrict access to a swimming pool. Such pool fencing to be installed shall be constructed of wrought iron. Prior to constructing such pool fencing, the Owner shall first notify the Association that such fence shall be constructed and the Association shall promptly provide the specific design specifications to the Owner.

3. Amendment of Section 4.8. Section 4.8 of the Declaration is hereby further amended and restated, in its entirety, as follows, which shall be substituted in its entirety for Section 4.8 of the Original Declaration, as amended:

Section 4.8 Annual and Special Meetings. Within the period commencing thirty (30) days before the Transition Date and ending thirty (30) days after the Transition Date, 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 thirty (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 (1) 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 the information of the members. Special meetings of the members of the Association may be called at any time upon not less than fourteen (14) days prior written notice to all Owners upon a majority vote of the Board, 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.

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

DECLARANT:

SULLIVAN HOMES, INC., a Washington corporation

By: 

Brett T. Sullivan
Its Vice President



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STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

On this day personally appeared before me Brett T. Sullivan, to me known to be the Vice President of Sullivan Homes, Inc., the corporation who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

GIVEN under my hand and official seal this 23 day of July, 2001.



Angela Baltzell
(Signature)

Angela Baltzell
(Print Name)

Notary Public in and for the State of
Washington, residing at Spokane
My commission expires 4-16-2002