

Recorded at the request of:



**Wolff & Hislop, Attorneys**  
**12209 E. Mission Ave., Ste. 5**  
**Spokane Valley, WA 99206**  
**(509)927-9700**

Reference: 8406010272 BK 695 PG 1302; Fourth Addendum recorded 09/22/11 under  
Spokane County Auditor's No.: 6030761  
Grantor: The Pines Homeowners Association  
Grantee: The Public  
Short Legal: NE ¼ 08-24-43  
Parcel Nos: 34081.0101, 34081.0119, 34081.0213, 34081.0215, 34081.0202, and  
34081.0219

**SIXTH ADDENDUM TO THE DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS**

**THE PINES  
SPOKANE COUNTY, WASHINGTON**

Parcel Numbers: 34081.0101 through 34081.0119 and 34081.0202 through 34081.0213 and  
34081.0215 through 34081.0219

This Sixth Addendum is adopted and shall be deemed effective June \_\_\_\_, 2012 and pertains to that certain Declaration of Covenants, Conditions, and Restrictions recorded June 1, 1984, as Instrument Number 8406010272, as previously modified by an Addendum recorded June 5, 1984, as Instrument Number 8406050176, a Second Addendum recorded December 12, 1985, as Instrument Number 85121220140, Records of Spokane County, Washington, and a Third Addendum to Declaration of Covenants, Conditions, and Restrictions recorded on May 10, 2002, under Spokane County Auditor's Number 4724743, the Fourth Addendum recorded on November 16, 2007 under Spokane County Auditor's Number 5613699, and the erroneously numbered Fourth Addendum recorded September 22, 2011 under Spokane County Auditor's Number 6030761 (all collectively referred to as the "Declaration"), which Declaration governs that certain residential subdivision project located in Spokane County, Washington, known as "The Pines" (the "Subdivision").

The subdivision includes the following described property:

The Northeast Quarter of the Northeast Quarter of Section 8, Township 24 North, Range 43 East, West Meridian lying easterly of Hatch Road; EXCEPT the North 400 feet thereof, in Spokane County, Washington.

Pursuant to the provisions of Paragraph 13.3 of the Declaration, as amended by the Third Addendum to the Covenants Conditions, and Restrictions, the requisite percentage of Building Site Owners voted in favor of the following amendment:

1. In that the recent approval of an amendment dated September 9, 2011 (recorded September 22, 2011), was by scrivener's error recorded as the "Fourth Addendum," we hereby correct the error renumbering the Amendment as the Fifth Addendum to the Covenants, Conditions, and Restrictions.

2. In that recent events including the nonpayment of assessments as well as the sale and transfer of Building Sites without the full payment of regular assessments, special assessments, interest, fees, and costs; along with increased administrative costs incurred in preserving and recording assessments due and owing through the transfer of Building Set Sites, the Owners desire to establish a mechanism to collect proper assessments and related fees and costs, as well as, lessen the financial burden upon the Association during the sale and transfer of Building Sites from an existing Owner to a new Owner. Accordingly, paragraph 4.10 styled "Initiation Fee-Assessment-Lien" is hereby amended in its entirety as follows:

"4.10 Initiation Fee-Assessment-Lien. There shall be and hereby is created and imposed a fee charged to and is the obligation of each New Owner and a lien against the Building Site upon the transfer of said Building Site by the then Owner to a new Owner. The Initiation Fee shall be the greater of \$500.00 or all outstanding Assessments (annual, special, or otherwise created by these covenants), late fees, interest fees, and costs associated with the assessment. The fees shall be payable to the Homeowners Association only and not to any other unrelated party."

Except as modified by this Sixth Addendum, the Declaration (including all prior modifications) shall remain in full force and effect.

**DECLARANT:  
THE PINES HOMEOWNER'S ASSOCIATION**

BY: [Signature]

ITS: Board President

BY: [Signature]

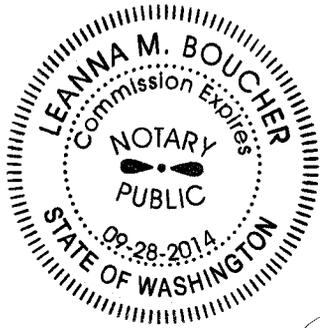
ITS: Past President

Unofficial Copy

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this 8<sup>th</sup> day of June, 201<sup>2</sup>, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared William Heaney to me known to be the Past President, of THE PINES HOMEOWNER'S ASSOCIATION, which executed the foregoing instrument, and acknowledged the said 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/she/they~~ is are authorized to execute the said instrument on behalf of the corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Leanna M. Boucher  
NOTARY PUBLIC in and for the State of Washington residing at Spokane. My commission expires: 9.28.14.

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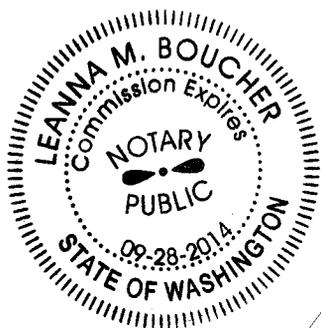
STATE OF WASHINGTON )

) ss.

County of Spokane

On this 8<sup>th</sup> day of June, 2012, before me, the undersigned, a Notary Public and in for the State of Washington, duly commissioned and sworn personally appeared **Karen Brooks** to me known to be the **Board President**, of THE PINES HOMEOWNER'S ASSOCIATION, which executed the foregoing instrument, and acknowledged the said 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 **she** is authorized to execute the said instrument on behalf of the corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



*Leanna M. Boucher*

NOTARY PUBLIC in and for the State of Washington residing at Spokane. My commision expires: 9-28-2014.

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