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ADDENDUM TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF THE PINES

THIS ADDENDUM to the Declaration of Covenants, Conditions and Restrictions of The Pines recorded under Spokane County Auditor's File No. 8406010272 is made and entered into as of the 4th day of June, 1984 and deals with that certain property in the County of Spokane, State of Washington, which is more particularly described as:

The Northeast quarter of the Northeast quarter of Section 8, Township 24 North, Range 43 East, W.M., lying easterly of Hatch Road, Except the North 400 feet thereof, in Spokane County, Washington.

ARTICLE XI of the Declaration of Covenants, Conditions and Restrictions of The Pines is hereby amended to include the following new paragraph:

11.2 Sewer Maintenance.

(a) There shall not be any change in the use of the subdivision or expansion of the property in such a manner as to alter the use of or need for additional on-site sewage disposal facilities without the prior written consent of the Spokane County Health District.

(b) There shall not be any construction of any buildings or other structures or facilities nor pavement or other placement of any hard surfaced materials over the area of ground above the septic tanks and drain field of the subdivision as now constructed without the prior written consent of the Spokane County Health District.

(c) There shall be no change made in the current surface water drainage pattern now established for the subdivision so as to unduly transfer any additional surface water over or on to the ground above the septic

tanks and the drain fields for the subdivision without the prior written consent of the Spokane County Health District.

(d) There shall be established a reserve account by the Homeowner's Association for the purpose of having sufficient funds for the replacement, maintenance, repair and pumping of the sewage disposal system including septic tanks and drainfields. The reserve account shall provide for the pumping of the septic tanks on at least a two-year minimum basis, until a future connection to an area-wide sewer collection system is made. The reserve account shall be established at the time of transfer of an ownership of a lot in the subdivision. The amount of funds to be placed in the reserve account shall be no less than \$2,000.00 at all times. Upon the utilization of funds for the purposes described above, each owner of a lot in the subdivision shall reimburse an equal share of the expense upon 30 days notice of the demand to do so by the third party trustee as described in the following paragraph.

(e) A third party trustee as approved by the Environmental Health Director of the Spokane County Health District shall be the administrator of the Sewage Maintenance Reserve Account. The reserve account shall be deposited in an account in a financial institution authorized to do business in the State of Washington and shall bear interest which shall inure to the benefit of the property owners equally. If an authorized representative of the Environmental Health Division of the Spokane County Health District determines that the on-site sewage disposal system is to be repaired, replaced, extended, altered, roto-rooted, or pumped, the property owners shall be notified of said work to be performed and shall within thirty (30) days of said notice authorize the work to be performed. The trustees shall pay for all work so authorized upon written notification from the owners or from the Homeowner's Association to so pay. In the event the property owners do not authorize the work to be performed within thirty (30) days, the Environmental Health Director of the Spokane County Health District shall determine the

lowest appropriate bid or cost for the needed services and shall immediately authorize and complete said work which shall be subsequently inspected and approved by the Environmental Health Division of the Spokane County Health District. The trustees shall pay for all work so authorized upon written notification from the Environmental Health Director.

Except as otherwise specifically amended herein, the original Declaration of Covenants, Conditions and Restrictions of The Pines recorded under Spokane County Auditor's File No. 8406010272 shall remain in full force and effect.

DECLARANT:

PINES PARTNERSHIP
a Washington General Partnership

By: *S.O. "Bud" Aaker*
Bud Aaker, Partner

By: *Del Batchelder*
Del Batchelder, Partner

By: *Dan G. Gardner*
Dan G. Gardner, Partner

By: *Kenneth V. Moland*
Kenneth V. Moland, Partner

The undersigned lienholders acknowledge that any interest they presently have in the property or which they hereafter acquire shall be subject to the covenants, conditions and restrictions contained herein.

S.O. "Bud" Aaker
S.O. "Bud" Aaker, General Partner
of Whispering Pines, a Limited
Partnership

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 4 day of June, 1984, before me personally appeared KIMBERLY K. BLAUTIGAM to me known to be the ASST. VICE PRES of LINCOLN MUTUAL SAVINGS BANK, the corporation that executed the within and foregoing instrument and acknowledged 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 is authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Bruce A. Blay
NOTARY PUBLIC in and for the State
of Washington, residing at Spokane

STATE OF WASHINGTON)
) ss
County of SPOKANE)

On this day personally appeared before me DAN G. GARDNER, to me known to be a general partner of PINES PARTNERSHIP, who executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said partnership for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument for and on behalf of said partnership.

GIVEN under my hand and official seal this 4th day of June, 1984.

Bruce A. Blay
NOTARY PUBLIC in and for the State
of WASHINGTON residing at Spokane

STATE OF WASHINGTON)
) ss
County of Spokane)

On this day personally appeared before me KENNETH V. MOLAND, to me known to be a general partner of PINES PARTNERSHIP, who executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said partnership for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument for and on behalf of said partnership.

GIVEN under my hand and official seal this 4th day of June, 1984.

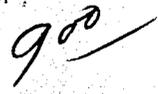

NOTARY PUBLIC in and for the State of Washington, residing at Spokane



Unofficial Document

FILED OR RECORDED
REQUEST OF Neff, Naves & Witherspoon
JUN 5 10 23 AM '84

WILLIAM E. DONAHUE
AUDITOR
SPOKANE COUNTY, WASH.
DEPUTY

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