

AFTER RECORDING RETURN TO:

WITHERSPOON • KELLEY
Attn: Bonnie L. Moore
422 West Riverside Avenue, Ste 1100
Spokane, WA 99201-0390

DOCUMENT TITLE: COURTESY RECORDING

012414.1 - 10

**Amendment to Declaration of Covenants, Conditions, and Restrictions
For Briar Cliff Court, a PUD**

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

Auditor's File No. 8412190218, Plat Book 17, Page 48

GRANTOR:

Briar Cliff Court Homeowners' Association

GRANTEE:

Briar Cliff Court Homeowners' Association

ABBREVIATED LEGAL DESCRIPTION:

Briar Cliff Court Replat of Short Plat SP-79-124 in SW ¼ 18-26-43

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER:

36183.2501-2517

Recording Requested By:
Briar Cliff Court Homeowners' Association
727 W. Briar Cliff Court
Spokane, Washington 99218

After Recording, Return To:
Jody M. McCormick
Witherspoon • Kelley, Davenport & Toole, P.S.
422 W. Riverside Ave., Suite 1100
Spokane, Washington 99201

Grantor:	Briar Cliff Court Homeowners' Association
Grantee:	Briar Cliff Court Homeowners' Association
Full Legal Description:	See Exhibit "A" attached hereto
Abr. Legal:	Replat of Short Plat SP-79-124
Tax Parcel No(s):	

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
BRIAR CLIFF COURT, A PLANNED UNIT DEVELOPMENT

WHEREAS, on March 10, 1995, the Declaration and Covenants, Conditions and Restrictions for Briar Cliff Court, a Planned Unit Development ("Declaration") was recorded in the official records of Spokane County, Washington under document no. 9503100194 by Briar Cliff Court Homeowners' Association (the "Association");

WHEREAS, pursuant to Section 3 of the Declaration, the owners of not less than two-thirds (2/3) of the total votes of the Association and fifty-one percent (51%) of the eligible mortgage holders approved the amendments below.

NOW, THEREFORE, the Declaration is hereby amended in the following particulars:

1. Article I.

(a) The following definitions in Article I of the Declaration are replaced in their entirety and amended to read as follows:

Section 6. "Unit" shall mean a physical portion of the Properties located on a Lot (total of sixteen [16] in number) designated for separate ownership the boundaries of which are described as follows:

(a) The Interior Surfaces of perimeter walls, floor, and ceilings are designated as boundaries of a Unit. Decorative and finished surface coverings are a part of the Unit, and all other portions of the walls, floors, or ceilings are a part of the Common Area. (See Article I, Section 12.)

(b) Except as provided in Article VI of the Declaration and subject to the provisions of that Article, if any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is part of that Unit, and any portion thereof serving more than one Unit or any portion of the Common Area is a part of the Common Area.

(c) All spaces, interior partitions, and other fixtures and improvements within the boundaries of the Unit are a part of the Unit.

(d) The Interior Surfaces of perimeter walls, floor, and ceilings of garages attached to each Unit are part of the Unit.

Section 9. "Common Area" shall mean all portions of the Properties other than the Units. The Common Area includes the Limited Common Area. Each Owner has an undivided interest in the Common Area. The expenses incurred in connection with maintaining exterior walls and of the Properties shall be assessed to all of the Units and their respective Owners in accordance with Article IV. Provided however, should an Owner elect to repair or replace an exterior window relating solely to that Owner's Unit, said Owner shall: (i) comply with Article VII of this Declaration, and (ii) have no right of contribution, set off or credit for assessment against the other Unit Owners or the Association.

(b) The following definitions are added to Article I of the Declaration:

Section 12. "Interior Surfaces" shall mean paint, wallpaper, paneling, carpeting, tiles, finished flooring, and other such decorative or finished surface coverings. Said decorative and finished coverings, along with fixtures and other tangible personal property (including furniture, planters, mirrors, and the like) located in and used in connection with said Unit, shall be deemed a part of said Unit.

Section 13. "Limited Common Area" shall mean the following areas which are adjacent to or assigned to a Unit:

(a) Exterior glass or windows relating to a Unit;

(b) The balcony, patio or other like spaces, if any, which are adjacent to each Unit, the boundaries of said balcony, patio or other like spaces, being defined by the Interior Surfaces of the walls, floor, decking, ceiling, doors, windows, railings, or fence enclosing said balcony, patio or other like spaces;

(c) The front steps and walkways, which relate to and provide access to a Unit; and

(d) The exterior doors of any Unit.

2. Article XI. Article XI of the Declaration is deleted in its entirety and replaced with the following:

INSURANCE

Section 1. In General. The Association shall maintain, to the extent reasonably available:

(a) Property insurance on the Properties insuring against all risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles shall not be less than one hundred percent (100%) of the current replacement cost of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies.

(b) Liability insurance, including medical payments insurance, in an amount determined by the Board of Directors but not less than One Million Dollars (\$1,000,000), for any single occurrence, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Area.

(c) Workmen's compensation insurance to the extent required by applicable laws.

(d) Fidelity bonds naming the members of the Board of Directors, and its employees and such other persons as may be designated by the Board of Directors as principals and the Association as obligee, in at least an amount equal to three months aggregate Assessments for all Units plus reserves, in the custody of the Association or Manager at any given time during the term of each bond. Such fidelity bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definitions of "employee" or similar expression.

(e) Insurance against loss of personal property of the Association by fire, theft and other losses with deductible provisions as the Board of Directors deems advisable.

(f) Such other insurance as the Board of Directors deems advisable (i.e. flood, boiler and machinery); provided, that notwithstanding any other provisions herein, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements of similar projects established by Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Veteran's Administration, or other governmental or quasi-governmental agencies involved in the secondary mortgage market, so long as any such agency is a mortgagee of Owner of a Unit within the project, except to the extent such coverage is not available or has been waived in writing by such agency.

Section 2. Division of Responsibility. Each Unit Owner shall obtain and maintain in force at its own cost, insurance covering such Owner's Unit and Limited Common Area relating to said Unit. To the extent insurance can be so obtained, the Association shall be responsible for obtaining and maintaining in force and as a Common Expense, insurance covering the Common Area (which has not been designated as Limited Common Area relating to said Unit) in accordance with Section 1. The Board of Directors may require Owners to provide certificates or other evidence satisfactory to the Board of Directors that the insurance required to be maintained by the Unit Owner is in force.

Section 3. Coverage Not Available. If the insurance described in Sections 1 or 2 is not reasonably available, or is modified, canceled, or not renewed, the Association promptly shall cause notice of that fact to be provided to all Owners and hand delivered or sent prepaid by first class United States mail to each eligible mortgage holder, and to each mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last known addresses. The Owners may then obtain, to the extent available, the insurance not otherwise reasonably available to the Association. The Association, in any event, may carry any other insurance it deems appropriate to protect the Association or the Owners. The Association is granted the authority to (1) adjust the deductibles in any insurance policy and allocate, in a reasonable manner, the responsibility for paying said deductibles among the Units and the Owners, and assess the Units and Owners in accordance with said allocation as a special charge or special assessment; (2) make Owners responsible for uninsured damage that is caused through their fault or by the failure of a portion of the Properties that said Owner is responsible for maintaining; (3) increase working capital or reserve fund; and (4) requiring, if

reasonably available, the Owners name the Association as an additional insured on policies obtained by the Owners, providing for notice to the Board of Directors in the event of cancellation, and requiring joint endorsement of any checks or drafts issued by any insurer.

Section 4. Required Provisions. Insurance policies carried pursuant to this Article shall:

(a) Provide that the Association is the named insured and that each Owner is an insured person under the policy with respect to liability arising out of the Owner's interest in the Common Area or membership in the Association;

(b) Provide that the insurer waives its right to subrogation under the policy as to any and all claims against the Association, the Owner of any Unit and/or their respective agents, employees or tenants, and members of their household, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured;

(c) Provide that no act or omission by any Owner, unless acting within the scope of the Owner's authority on behalf of the Association, nor any failure of the Association to comply with any warranty or condition regarding any portion of the premises over which the Association has no direct control, will void the policy or be a condition to recovery under the policy;

(d) Provide that if, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy provides secondary insurance, and that the liability of the insurer thereunder shall not be affected by, and the insurer shall not claim any right of set-off, counterclaims, apportionment, proration, contribution or assessment by reason of, any other insurance obtained by or for any Owner or any eligible mortgage holders;

(e) Provide that, despite any provision giving the insurer the right to pay a cash settlement in lieu of restoring the insured Properties (whether Common Area, Limited Common Area, Units or otherwise), such option shall not be exercisable without the prior written approval of the Association, or when in conflict with the provisions of any insurance trust agreement to which the Association is a party, or any requirement of law;

(f) Contain no provision (other than insurance conditions) which will prevent eligible mortgage holders from collecting insurance proceeds; and

(g) Contain, if available, an agreed amount and inflation guard endorsement.

Section 5. Claims Adjustment. Any loss covered by the property insurance under this Article must be adjusted, settled and/or compromised with the Board of Directors, but the insurance proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the Board of Directors on behalf of the Association, and not to any holder of a mortgage. The insurance trustee of the Association shall hold any insurance proceeds in trust for Owners and lien holders as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged property, and Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored.

Section 6. Owner's Additional Insurance. An insurance policy issued to the Association does not prevent an Owner from obtaining insurance for the Owner's own benefit.

Section 7. Certificate. An insurer that has issued an insurance policy under this Article shall issue certificates or memoranda of insurance to the Association and, upon written request, to any Owner or holder of a mortgage. The insurer issuing the policy may not modify the amount or the extent of the coverage of the policy or cancel or refuse to renew the policy unless the insurer has complied with all applicable provisions of Chapter 48.18 RCW pertaining to the cancellation or nonrenewal of contracts of insurance. The insurer shall not modify the amount or the extent of the coverage of the policy, or cancel or refuse to renew the policy, without complying with the requirements of the Act.

Section 8. Notification on Sale of Unit. Promptly upon the conveyance of a Unit, the new Owner shall notify the Association of the date of the conveyance and the Owner's name and address. The Association shall notify each insurance company that has issued an insurance policy to the Association for the benefit of the Owners under Article XI of the name and address of the new Owner and request that the new Owner be made a named insured under such policy.

2. Limited Common Area. The following Article is added to the Declaration:

ARTICLE XIV

LIMITED COMMON AREA

Section 1. Limited Common Area. The Limited Common Area is reserved for the exclusive use of the Owner of the Unit to which it is adjacent or assigned.

Section 2. Expense and Repair. The expense of repair, replacement and maintenance of Limited Common Area shall be the sole responsibility of the Unit to which that Limited Common Area is assigned.

Section 3. Use, Condition and Appearance. The use, condition and appearance of the Limited Common Area may be regulated under provisions of rules adopted by the Board of Directors or this Declaration.

Section 4. Failure to Maintain Limited Common Area. Should a Unit Owner fail to maintain a Limited Common Area as required by Section 3 above, The Board of Directors shall have the rights afforded to it under Article VII, Section 1 of the Declaration.

3. Notice. The following Section is added to Article V of the Declaration:

Section 6. Notice. Each Owner shall register from time to time with the Board of Directors such Owner's current email address, if available, and mailing address. By registering an email address with the Board of Directors, such Owner consents to receipt of any notices provided under the Declaration by email. Otherwise, all notices or demands intended to be served upon any Owner may be sent by first-class U.S. mail, postage prepaid, addressed to the Owner at its registered mailing address, or, if no address has been registered, to the Unit address of such Owner. Any notice or demand referred to in this Declaration shall be deemed given when emailed or deposited in the U.S. mail, postage prepaid.

4. Sections Unaffected. All other terms and conditions of the Declaration, and any prior Amendments thereto, shall remain in full force and effect, except as modified and as added to by this Amendment.

[Signature Appears on Subsequent Page.]

DATED this 21 day of January, 2014.

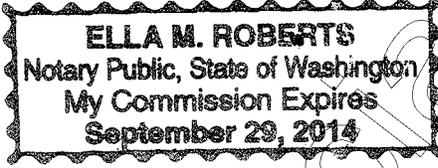
BRIAR CLIFF COURT HOMEOWNERS
ASSOCIATION, A PLANNED UNIT
DEVELOPMENT

By: Robert J. Walker
Robert Walker, its President

STATE OF WASHINGTON)
)ss.
County of SPOKANE)

I certify that I know or have satisfactory evidence that Robert Walker is the person who appeared before me, and said person acknowledged that he was authorized to sign this instrument as the President of BRIAR CLIFF COURT HOMEOWNERS ASSOCIATION, A PLANNED UNIT DEVELOPMENT and acknowledged it to be the free and voluntary act of such entity, for the uses and purposes mentioned in the instrument.

DATED: Jan 21, 2014.



Ella M Roberts
PRINT NAME: Ella M Roberts
NOTARY PUBLIC in and for the State of
of Washington, residing at Spokane
My appointment expires: Sept 29, 2014

Exhibit A

Legal Description

BRIAR CLIFF COURT, a Replat of Short Plat SP-79-124 within the NE ¼ of the SW ¼ of Section 18, T.26N. R.43E., W.M., Spokane County, Washington.

Said plat is of record as Instrument number 8412190217; Plat number 2783, Recorded as Plat Book 17, Page 48, and is subject to the Declaration of Covenants, Conditions and Restrictions filed as instrument number 8412190218, Spokane County.

Lot 17 of BRIAR CLIFF COURT, a Planned Unit Development, (Lot 17 includes all of BRIAR CLIFF COURT except the 16 platted lots which are homesites).

BRIAR CLIFF COURT is a replat of Short Plat SP-79-124 within the NE ¼ of the SW ¼ of Section 18, T.26N., R.43E., W.M., Spokane County, Washington, filed as instrument number 8412190217, Recorded as Plat number 2783, Plat Book 17, Page 48 and subject to the Declaration of Covenants, Conditions and Restrictions filed as Instrument number 8412190218, Spokane County, Washington.