



5397477
Page: 1 of 6
06/23/2006 03:59P
Spokane Co, WA

After recording return to:

BRIAN C. BALCH
601 S. DIVISION STREET
SPOKANE, WA 99202-1335

COURTESY RECORDING

Reference # (if applicable): 9006070364 BK 1116 PG. 1687 STW 0606-021
Grantor(s): (1) Liberty Lake Estates Homeowners Association (2)
Grantee(s): (1) Liberty Lake Estates Homeowners Association (2)
Additional Grantor(s) on pg. _____ Additional Grantee(s) on pg. _____
Legal Description: Liberty Lake Estates 1st and 2nd Addition L1-21 B1 L1-5 B2 4-4
Additional legal(s) on page 6 B3, L1 B4, Liberty Lake Estates L1-9 B1, L1-9 B2, L1-5 B3 Liberty Lake Estates 2nd
Assessor's Tax Parcel ID# 55221.1501, 55221.1502, 55221.1503, 55221.1504
55221.1505, 55221.1506, 55221.1507, 55221.1508, 55221.1509, 55221.1510
55221.1511, 55221.1512, 55221.1513, 55221.1514, 55221.1515, 55221.1516
55221.1517, 55221.1518, 55221.1519, 55221.1520, 55221.1522, 55221.1601
55221.1602, 55221.1603, 55221.1604, 55221.1605, 55221.1701, 55221.1702
55221.1703, 55221.1704, 55221.1801, 55221.1901, 55221.2401, 55221.2402
55221.2403, 55221.2404, 55221.2405, Additional Parcel No. On Pg. 6

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND RESERVATION OF
EASEMENTS FOR LIBERTY LAKE ESTATES**

This Amendment ("Amendment") is made effective the 14th day of June 2006 and amends that certain Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Liberty Lake Estates recorded June 7, 1990 in the Office of the Spokane County, Washington Auditor under Recording No. 9006070364, Volume 1116, Page 1687 ("Declaration"), as follows:

1. A new Section 5.09 is added to the Declaration as follows:

Section 5.09 Special Assessments. A Special Assessment, as defined in Section 1.03, may be assessed against any Owner, and their Unit, to cover all actual costs incurred in connection with a violation of this Declaration by the Owner, or Owner's family members, guests or invitees.

Costs include any actual costs and legal fees incurred to compel compliance, correct damage, enjoin further violation, or otherwise rectify such non-compliance. In addition to the above, any Owner engaged in a non-monetary violation of this Declaration which is not cured upon notice thereof from the Board (for example, but without limiting the generality of this provision, permitting a use which constitutes a nuisance in violation of this Declaration), shall be subject to a penalty assessment, levied as a Special Assessment against such Owner's Unit, in an amount to be determined by the Board, but not to exceed \$50.00 per day, with the amount thereof to be subject to adjustments based on changes in the cost of living (adjusted for inflation with the initial stated above being based on January 1, 2006 dollars and with the Board having the right to select the appropriate index or CPI measure used as a basis for calculating future increases). Any Special Assessment so assessed shall constitute a lien on the obligated Owner's Unit collectable in like fashion as other assessments.

2. Section 6.01 is amended by adding the following provisions at the end of said Section:

At any time after the Board is authorized to mail an acceleration notice to an Owner as provided in the preceding paragraph, and regardless of whether the Board does mail any such acceleration notice to the Owner or to the first mortgage of such dwelling unit, the Board may prepare and record a Notice of Delinquency. Said Notice of Delinquency may be recorded with the Spokane County Auditor to provide public notice of the delinquent obligation owed by such Owner, and constituting a lien against their dwelling unit. Such public notice shall be binding on any person or entity acquiring an interest in such Unit subsequent to the recording of such Notice of Delinquency and such Notice shall grant the Association priority with regard to the amounts described in such Notice of Delinquency, and any further assessment obligations, and all interests, charges, fees and costs associated therewith or that may come due following the recordation of such Notice of Delinquency until all unpaid obligations are fully satisfied. Upon full satisfaction of obligations associated with a Notice of Delinquency, the Board shall forthwith cause of a Notice of Satisfaction of Delinquency to be filed of record evidencing that all obligations in connection therewith are fully paid.

3. Section 6.02 is amended by changing the existing phrase "at eighteen percent (18%) per annum" in line 10 to "eighteen percent (18%) per annum or, if less, the highest rate permitted under applicable law ..."

4. Section 10.01 is amended in its entirety to read as follows:

Section 10.01 Single Family Dwelling Units/Leases. Each Unit shall be used as a residence for single family and for no other purpose. Except as provided in this Section, no Unit shall be Leased. It is the goal and desire of

the Owners of LLE-PUD that Units primarily be purchased and held for occupancy by Owners in order to promote and preserve more continuity and a stronger sense of community.

Any Unit Leased or offered for Lease, as of the Effective Date of this First Amendment, may continue to be held for Lease. If any Unit held for Lease ceases to be either Leased or offered for Lease, and becomes occupied by the Unit Owner or members of the Unit Owner's family, such Unit shall not thereafter be Leased or offered for Lease except as provided in the next paragraph.

Notwithstanding the foregoing, the Board may authorize Lease of a Unit when the Board determines, in its good faith discretion, that exceptional circumstances warrant granting permission. It is contemplated that exceptional circumstances will exist in situations where the Unit Owner is reasonably required or compelled to Lease their Unit (for example, a Unit Owner's being called to active military duty requiring that the Unit Owner discontinue occupancy on at least a temporary basis; a Unit Owner's leaving the area and needing to Lease the Unit on a temporary basis while the Unit is offered for sale in order to meet financial obligations associated with the Unit; a Unit Owner's being required to move from their Unit on a temporary or permanent basis based on medical conditions, infirmity, or loss of mental capacity, and for similar reasons). Absent circumstances in which permission may be required to be given pursuant to applicable law, however, the Board's determination of the existence of exceptional circumstances shall be determinative.

5. Section 10.06 is amended by adding the following provisions at the end of said Section:

The Board may at any time require the removal of any pet which it finds is disturbing other Owners unreasonably, and may exercise this authority for specific pets even though other pets are permitted to remain. Owners shall keep their dogs from barking excessively in any area where such barking can be heard from another Unit. Continued barking after receipt of three warnings from the Board shall be considered excessive barking and a nuisance, entitling the Board to take appropriate action to assure that such excessive barking is eliminated.

NO DOGS WITHIN WOLF OR PIT BULL BREEDING SHALL BE PERMITTED ANYWHERE ON THE CONDOMINIUM BY ANY PERSON FOR ANY REASON AT ANY TIME. Prohibited dogs include, but are not necessarily limited to, the American Stafford Shire Terrier or Stafford Shire Bull Terrier as defined by the American Kennel Club, the American Pit Bull Terrier as defined by the United Kennel Club, Rottweilers, Doberman Pinchers, and wolf-crosses.



6. A new Section 10.11 is added to the Declaration as follows:

Section 10.11 Restriction on Use and/or Modification of Common Area. The Association shall have exclusive control and authority regarding improvements to and maintenance of the Common Area. Without Board permission, no Owner may modify or add any improvements or additions to any portion of the Common Area, or cause any change of use to any portion of the Common Area. In addition, regardless of whether the Board provides consent to any Owner to do any of the foregoing, such Owner shall be responsible for covering all additional costs and expenses which may be incurred by the Association therefore, including any additional cost or expense to maintain any insurance coverage maintained by or on behalf of the Association in full force and without adverse impact on the level of coverage provided. It is the intent of the Owners of LLE-PUD that the Common Areas be held for use and enjoyment for the benefit of all Owners and that, except as may be expressly permitted by the Association for uses such as parking, as provided in this Declaration, no Owner shall utilize any portion of the Common Area to the exclusion of the rights of other Owners to also use and enjoy said Common Area.

7. Except as modified by this Amendment, the Declaration shall remain unchanged.

The undersigned, being authorized Directors or Officers of the Liberty Lake Estates Homeowners Association, have executed this Amendment, and certify that the requirements for completing this Amendment stated in Section 19.05 requiring written consent of 75% of the voting power of the Members has approved this Amendment, have been fully met.

DECLARANT:

LIBERTY LAKE ESTATES
HOMEOWNERS ASSOCIATION

By: Richard S. Loveloy
Printed Name: RICHARD S. LOVELOY
Title: PRES.

STEWART TITLE OF SPOKANE AMEND #37.00

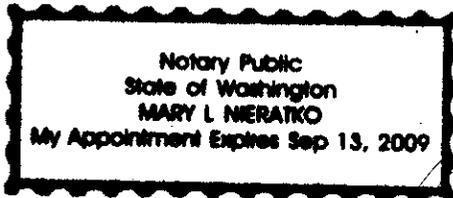
5397477
Page: 5 of 6
06/23/2006 03:59P
Spokane Co, WA

By: [Signature]
Printed Name: James C. Cornelius
Title: Vice President

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

On this 14 day of June, 2006 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Richard S. Lavejoy and James C. Cornelius to me known to be the President and Vice President of LIBERTY LAKE ESTATES HOMEOWNERS ASSOCIATIONS, a Washington nonprofit corporation, the corporation that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the instrument.

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



[Signature]
NOTARY PUBLIC in and for the
State of Washington, residing at Spokane.
My commission expires: 9-13-09
Mary L. Nieratko
Printed Name

Unofficial Document



55221.2406, 55221.2407, 55221.2408, 55221.2409, 55221.2501
55221.2502, 55221.2503, 55221.2504, 55221.2505, 55221.2506
55221.2507, 55221.2508, 55221.2509, 55221.2601, 55221.2602
55221.2603, 55221.2604, 55221.2605

Legal Description: *PUD

Lots 1-21, Block 1, Lots 1-5, Block 2, Lots 1-4, Block 3,
Lot 1, Block 4, Lot 1, Block 5, Liberty Lake Estates 1st
Addition*recorded in Volume 19 of Plats Page 35.

Situate in the City of Liberty Lake, County of Spokane,
State of Washington.

AND

Lots 1-9, Block 1, Lots 1-9, Block 2, Lots 1-5, Block 3,
Liberty Lake Estates 2nd Addition PUD recorded in Volume 21
of Plats Page 28.

Situate in the City of Liberty Lake, County of Spokane,
State of Washington.

Unofficial Document