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Spokane Co, WA

After Recording Return Address:

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COVER SHEET FOR:

**AMENDMENT TO DECLARATION OF COVENANT,
CONDITIONS AND RESTRICTIONS OF NORTH PARK WEST
DRAINAGE MAINTENANCE ASSOCIATION**

Grantor: NORTH PARK WEST DRAINAGE MAINTENANCE ASSOCIATION

Grantee: NORTH PARK WEST MAINTENANCE ASSOCIATION

Legal Description: Ptn of SE ¼ of SECTION 19, TWN 26 N, RANGE 43 EWM

Tax Parcel Nos. 36194.1101, 36194.1102, 36194.1103, 36194.1104, 36194.1105,
36194.1106, 36194.1107, 36194.1108, 36194.1109, 36194.1110,
36194.1111

Ref. Nos. 5073834

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
NORTHPARK WEST DRAINAGE MAINTENANCE ASSOCIATION**

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions of Northpark West Drainage Maintenance Association, recorded under Spokane County Auditor No. 5073834 ("Declaration"), is made on the date set forth at the end hereof by the Northpark West Drainage Maintenance Association, a Washington non-profit corporation ("Association").

RECITALS

A. The Declarant of the Declaration is the owner of certain property in the County of Spokane, State of Washington, which is specifically described in the Declaration.

B. The Association, acting by and through the Declarant, desires to amend the Declaration for the purposes set forth herein. In particular, the Association desires to amend the: (1) Recitals of the Declaration; (2) Article 2; (3) certain defined terms; (4) Article 4; and (5) rename the Declaration and any references therein from "Northpark West Drainage Maintenance Association" to "Northpark West Maintenance Association", all as more particularly set forth herein. Further, the Association desires to provide for an assessment against the Lot Owners for electricity costs incurred for the street lights located within Northpark West.

C. Pursuant to Section 6.3 of the Declaration, this Amendment has been approved by a 75% affirmative vote.

NOW, THEREFORE, the Association declares that the Declaration is hereby amended as follows:

AMENDMENTS

1. **Name.** The Declaration, and any references therein to "Northpark West Drainage Maintenance Association", is hereby amended to "Northpark West Maintenance Association".

2. **Recitals.** Paragraphs 4 and 6 of the Recitals are hereby amended as follows:

WHEREAS, Declarant has created the Property for the purpose of providing drainage facilities and street lights to serve lots located in North Park West;

NOW, THEREFORE, Declarant hereby declares that the Property and North Park West shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved, subject to the following declarations, limitations, covenants, conditions, restrictions, and easements.

All of the limitations, covenants, conditions, restrictions, and easements shall constitute covenants which shall run with the land and shall be perpetually binding upon Declarant and its successors-in-interest and assigns, and all parties having or acquiring any rights, title, or interest in or to any part of the property and North Park West.

3. **Amendment to Article 2; Description of Property.** Article 2 is hereby amended to include the following provision:

2.1 Ownership of Property. The Property shall be conveyed to the Association and shall be dedicated to the common use and enjoyment of all Owners. The Property shall be operated, maintenance and insured, should the Board elect to do so, by the Association for the use and benefit of Owners of Lots, subject to any reasonable rules and regulations that may be enacted according to the Bylaws.

4. **Amendment to Defined Terms.** The following terms are hereby amended as follows:

1.2 "Association" shall mean and refer to the North Park West Drainage Maintenance Association, a Washington nonprofit corporation, the members of which shall be owners of the Property and North Park West.

1.6 "Declarant" shall mean and refer to North Park West, LLC, and Paras Construction, Inc., and its successors-in-interest and assigns with respect to the Property and North Park West.

1.10 "Owner" or "Owners" shall mean and refer to the record owner, or holder of fee or equitable title to the Property and North Park West.

1.11 "Property" means and includes the real property created for the purpose of handling stormwater facilities as covered by this Declaration, and all improvements erected thereon. "Property" shall also include the street lights within North Park West.

5. **Amendment to Article 4; Maintenance and Assessments.** Article 4 is hereby amended as follows:



4.1 The Declarant, hereby covenants, that ~~the owner of the property is the~~ Lot Owners are deemed to covenant and agree to pay to the Association: (1) general annual assessments or charges, and (2) special assessments for capital improvements and unexpected expenses, such assessments to be established and collected as provided herein and in the Bylaws of the Association. The regular and special assessments, together with interest, costs and actual attorney fees shall be a charge and a continuing lien upon the lot against which each assessment is made, the lien to become effective upon levy of the assessment. Each such assessment, together with interest, costs and actual attorney fees shall also be the personal obligation of the person who was the owner of the Lot Property at the time the assessment fell due.

The following provision is hereby added to Article 4:

4.2 Assessments shall also be used to pay Avista Utilities, or its successor-in-interest, for all electricity charges for the street lights.

In witness whereof, the Association has executed this Amendment on this 14th day of DECEMBER, 2005.

NORTH PARK WEST DRAINAGE
MAINTENANCE ASSOCIATION

By

Unofficial Document

