



AFTER RECORDING RETURN TO:

Karen Contos
4409 W. Country Hills Lane
Spokane, WA 99208

AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS
AND MUTUAL EASEMENTS
OF
COUNTRY HILLS

Declarant: Riverbluff Land Company, LLC
Association/Grantee: Country Hills Association
Abbreviated Legal: Ptns of SW ¼ Sec Sec 26, Sec 34 & W ½ Sec 35, T27N, R. 42E
Assessor's Tax Parcel Nos:
27263.9074, 27263.9075, 27352.9062, 27352.9061, 27356.9066, 27356.9067,
27276.9052, 27276.9053, 27274.9037, 27341.9127, 27346.9129, 27341.9047,
27341.9044, 27341.9045, 27341.9046, 27341.9053, 27345.9054, 27345.9055,
27341.9052, 27345.9137, 27345.9147, 27341.9152, 27341.9153, 27345.9148,
27346.9067, 27344.9136, 27344.9141, 27344.9148, 27344.9149, 27345.9140,
27344.9138, 27345.9069, 27353.9022

WITNESSETH:

In order to further promote the welfare, value and stability of the Project, the undersigned, who have been authorized to represent more than 67% of the combined voting power of the Owner Member and Declarant Member classes of the Country Hills Association, and pursuant to the provisions for Amendment of Declaration in Section 9.4 of that certain Declaration Of Covenants, Conditions, Restrictions, and Mutual Easements of Country Hills recorded July 29, 2003 under Auditor's File No. 4934845, do hereby amend said Declaration as follows:

Sub-section 4.1, amended to reword the last sentence to read: "No Owner may waive or otherwise escape liability for any assessment, whether regular or special, provided herein by non-use of their Common Areas or abandonment of their Lot."

Sub-section 9.4 is deleted in its entirety and replaced as follows:

“ 9.4 Amendment of Declaration. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Amendment is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated.

This Declaration may be amended, terminated or waived as follows:

- i) Until the voting power of the Owner Member class exceeds 35, by an instrument signed by BOTH Declarant AND an officer of the Association holding written authorization from at least fifty-one percent (51%) of the voting power of the Owner Member class, or
- ii) after December 31, 2022, and if Declarant is no longer actively involved in the development of the Project as evidenced by a written statement signed by Declarant, by an instrument signed by at least sixty-seven percent (67%) of the voting power of the Owner Member class even if the voting power of the Owner Member class does not exceed 35, or
- iii) after the voting power of the Owner Member class exceeds 35, by an instrument signed by at least sixty-seven percent (67%) of the voting power of the Owner Member class; or
- iv) the above three sub-paragraphs notwithstanding, at any time by an officer of the Association holding written authorization from at least seventy-five (75%) of the voting power of the Owner Member class.

No such amendment, termination, or waiver shall be effective until the proper instrument in writing shall be executed and recorded in the office of the Auditor for the County of Spokane, State of Washington.”

Sub-Article 9.1 is hereby amended by adding the following paragraph:

“In the event the Association or an Owner files a suit to enforce a provision of this Declaration, the party prevailing in such action shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys’ fees, expert witness costs and court costs incurred by such prevailing party in such suit.”

The provision in Exhibit C, Architecture & Landscaping Standards, entitled “Building Materials: Roof Construction”, shall be replaced in its entirety with the following:

“Building and Roof Construction - Firewise. Roofs shall have at least Class B noncombustible roof covering. For roof coverings where the profile allows a space between the roof covering and roof decking, the space at the eave ends shall be fire stopped to preclude entry of flames or embers. Wood shakes are specifically prohibited on roofs. Wood shakes on siding are highly discouraged and shall be limited to areas less susceptible to combustion and shall be treated with a fire retardant approved by the Architecture Committee. Owners should make good efforts to follow Firewise Construction guidelines, such as those found at www.firewise.org.”

The provision in Exhibit C, Architecture & Landscaping Standards, entitled “Landscaping – General”, shall be replaced in its entirety with the following:

“Landscaping – General. When any building shall be constructed on any lot, the Owner of such Lot also shall submit to the Architecture Committee for approval landscaping plans as to lawn, trees, planting materials, rock features and water features. No irrigation shall be introduced without the approval of the Architecture Committee. Prior to occupancy, acceptable front yard landscaping must be substantially completed except for delays due to seasonal constraints. Back yard completion must take place within 24 months after occupancy. Back yard area shall be considered 50 feet behind dwelling. All remaining property shall be maintained in a reasonable state of repair, cleanliness and neatness. Noxious weeds shall be kept under control. Sound forestry management practices shall be observed.”

In Exhibit C, Architecture & Landscaping Standards, the following paragraphs shall be inserted following the provision entitled ““Landscaping – General”:

“Landscaping – Waterwise. Use of natural vegetation, landscape designs that minimize the need for irrigation, and other water wise landscaping practices are required. Specifically, lawns with grass types requiring high amounts of water, such as Kentucky Blue Grass, should be avoided or mixed with drought tolerant grass types. Grass lawns needing regular watering should be limited in size to less than 6,000 square feet. Sprinkler systems should be carefully designed to minimize waste and evaporation. Plants that can be sustained by drip lines are encouraged.”

“View Corridors. Each Lot should be able to enjoy a view corridor substantially unimpaird by trees. At the same time, clear cutting of timber from Lots is not allowed except in the fire safety zone immediately around a building site. The tentative view corridor for a particular Lot shall be established by Declarant in consultation with the buyer and, when appropriate, with the Architecture Committee and/or Owners of neighboring Lots. Significant alterations to a view corridor require the approval of the Architecture Committee. Efforts should be made to keep view corridors of adjoining lots clear of obstruction due to growth of trees. Neighbors are encouraged to cooperate with each other to maintain view corridors. When requested by an Owner whose view has become obstructed due to growth of trees, the Board may require the obstructing trees to be pruned or removed, after taking into consideration the facts and circumstances of the situation, including the advice of the Architecture Committee and the sentiments of all parties affected.”

“Wildlife Corridors, Riparian Channels, Natural Areas, Remainder Parcels

Areas within certain Lots may contain wildlife corridors or riparian channels, or areas designated by Declarant at time of sale to be natural areas. Insofar as is practical, and in keeping with the goal of preserving the beauty and natural quality of the Project, the Owners shall leave these areas in a state unchanged from nature except for reasonable forestry management practices and removal of hazards to persons and property.

Also, certain portions of the Project may be platted into "Remainder Parcels" pursuant to a Rural Cluster Plat. A Remainder Parcel shall be subject to the conditions imposed on it by the Open Space Management Plan associated with the Plat that created it."

SIGNED THIS 9th DAY OF July, 2012

DECLARANT: Riverbluff Land Company, LLC

By: [Signature]
Christopher L. Hefel, president

OWNER MEMBERS:

By: [Signature]
Karen Contos

I, Karen Contos, on behalf of the Board of Country Hills Association, certify that I have received written approval of this Amendment by signatures representing 10 votes of Owner Members out of a total of 11 Owner Member votes.

STATE OF WASHINGTON)
) : ss.
County of Spokane)

I certify that I know or have satisfactory evidence that Christopher L. Hefel signed this instrument and on oath stated that he was authorized as president of Riverbluff Land Company, LLC, to execute the instrument and acknowledged it as his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 9th day of July, 2012

[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at Spokane.

My appointment expires 12-22-2012

STATE OF WASHINGTON)
) : ss.
County of Spokane)

I certify that I know or have satisfactory evidence that Karen Contos signed this instrument and on oath stated that she was authorized as the Secretary of Country Hills Association, to execute the instrument and acknowledged it as his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 9th day of July, 2012

[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at Spokane.

My appointment expires 12-22-2012

