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Recording Fee \$76.00 Page 1 of 5
Amendment WORKLAND, WITHERSPOON & BRAJICICH
Spokane County Washington



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COVER SHEET

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF WEST TERRACE

Reference No.: 8606110288 Bk 822, Pg. 1038
Grantor: West Terrace Homeowner's Association
Grantee: The Public
Legal Description (abbrev.):
Assessor's Tax Parcel ID#:

See attached Second Amendment to Declaration of Covenants and Restrictions of West Terrace.

SECOND AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WEST TERRACE

Unofficial Document

SECOND AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
WEST TERRACE

THIS SECOND AMENDMENT to the Declaration of Covenants, Conditions and Restrictions (CCRs) of West Terrace recorded under Spokane County Auditor's File No. 8606110288 and Amended March 10, 1986 is made and entered into as of the 11th day of December, 2014, and deals with that certain property in the County of Spokane, State of Washington, which is legally described as West Terrace Addition, as per plat thereof recorded under Spokane County Auditor's File No. 8606110243 in Book 18 of Plats at page 10.

ARTICLE 2 of the Declaration of Covenants, Conditions and Restrictions of West Terrace is hereby amended to include the following new paragraph:

2.2.6 Dwelling Leased or Rented. If a Dwelling is to be leased or rented, the Owner is responsible to the Board of Directors for the following:

- Insure that the CCRs are complied with and dues and assessments are paid on time;
- Notify the Board of Directors of the Owners new address, cell phone number, land line number, and email address; and
- The Owner shall provide the renters land line number, cell phone number and email address.

Compliance with the above is essential in case of an emergency situation.

Paragraph 8.13 in ARTICLE 8 is hereby amended as follows:

8.13 Recreational Vehicles - 3 Day Rule. Recreational vehicles, including boats, motorcycles, snowmobiles and the like are not to be used in West Terrace, either in the Limited Common Property or any Lot, and such vehicles shall be stored out of sight of any but the Owner's house. Motor homes and boats are subject to the 3 Day Rule - they may be in front of the Dwelling for 3 days prior to any use for preparation of the vehicle and again for 3 days upon return from any use to unload. This shall not exceed 6 days per month.

ARTICLE 9 of the Declaration of Covenants, Conditions and Restrictions of West Terrace is hereby amended as follows:

9.2.9 Any other matter which, in the judgment of the Architectural Committee would render the proposed structure, structures or uses inharmonious with the general plan of improvement of West Terrace or with structures or uses located upon other Lots in the vicinity. In the event that the Architectural Committee denies a request, the Owner shall have the right to appeal to the Board of Directors upon written request, within 30 days of the Architectural Committee's decision.

9.5 Dwelling Cost, Quality and Size. No dwelling shall be permitted on any Lot at a cost of less than \$175,000.00 exclusive of the price or cost of the land based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1500 square feet for a one-story dwelling, nor less than 1000 square feet for a dwelling of more than one story. All structures have a 2-story maximum. All structures must incorporate at least a two-car garage with all driveways to be finished with materials approved by the Architectural Committee.

9.10 Restriction as to Roof Construction. Roofs shall be covered with laminated asphalt shingles and of substantial weight for high wind standards: 100 - 130 mph velocity. Tile, slate, and other suitable materials may be installed as authorized by the Architectural Committee. Use of 3 tab shingles is prohibited. Solar panels may be installed.

ARTICLE 10 of the Declaration of Covenants, Conditions and Restrictions of West Terrace is hereby deleted in its entirety.

Except as otherwise specifically amended herein, the original Declaration of Covenants, Conditions and Restrictions of West Terrace recorded under Spokane County Auditor's File No. 8606110288 shall remain in full force and effect.

DECLARANT:
WEST TERRACE HOMEOWNER'S ASSOCIATION

By: _____



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STATE OF WASHINGTON)
)
County of) ss.

On this 11th day of December, 2014, before me personally appeared Arthur Sturdevant to be President of West Terrace Homeowner's Association 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.



A handwritten signature in cursive script, appearing to read "Peter E. Moye", written over a horizontal line.

NOTARY PUBLIC in and for of the State of
Washington, residing at Spokane
My commission expires: 2/16/2018

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