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REQUEST OF \_\_\_\_\_

UNDERWOOD, CAMPBELL, BROCK & CERUTTI, P.S. ✓  
1100 Seafirst Financial Ctr.  
601 W. Riverside  
Spokane, WA 99201

MAR 18 3 28 PM '93

WILLIAM E. DONAHUE  
AUDITOR  
SPOKANE COUNTY, WASH.

Attn: STEPHEN R. MATTHEWS

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**THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR  
NORTHWOOD SECOND ADDITION, THIRD ADDITION, AND FOURTH ADDITION**

**SPOKANE COUNTY, WASHINGTON**

WHEREAS, Northwood Second Addition in the County of Spokane and State of Washington, which is described more particularly in the Plat thereof recorded on August 16, 1979, under Spokane County Auditor's File No. 7908160059, as Plat No. 2559, in Volume 15 of Plats, Page 41 and 42, records of Spokane County, Washington, is subject to a Declaration of Covenants, Conditions and Restrictions recorded on September 24, 1980, under Spokane County Auditor's File No. 8009240183 in Book 519, page 825, et seq.; and

WHEREAS, Northwood Fourth Addition, in the County of Spokane and State of Washington, which is described more particularly in the Plat thereof recorded on May 4, 1983, under Spokane County Auditor's File No. 8305040022, as Plat No. 2719, in Volume 16 of Plats, Pages 81 and 82, records of Spokane county, Washington, is also subject to said Declaration of Covenants, Conditions and Restrictions, pursuant to the provisions of the Declaration of Annexation Northwood Fourth Addition recorded on May 4, 1983, under Spokane County Auditor's No. 8305040033 in Book 635, at page 1778, et seq.; and

WHEREAS, Northwood Third Addition, in the County of Spokane and State of Washington, which is described more particularly in the Plat thereof recorded on July 7, 1983, under Spokane County Auditor's File No. 8307070242, as Plat No. 2724, in Volume 16 of Plats, page 84, records of Spokane County, Washington, is also subject to said Declaration of Covenants, Conditions and Restrictions, pursuant to the provisions of the Declaration of Annexation Northwood Third Addition recorded on April 20, 1984, under Spokane County Auditor's File No. 8404200322 in Book 688,

page 741, et seq.; and

WHEREAS, said Declaration of Covenants, Conditions and Restriction has been amended twice, once by an Amendment to Declaration of Protective Covenants filed April 20, 1983, under Spokane County Auditor's File No. 8304260110 in Book 634, page 1258, et seq.; and by a Second Amendment to Declaration of Protective Covenants filed September 30, 1991, under Spokane county Auditor's File No. 9109300371 in Book 1226, page 1952, et seq.; and

WHEREAS, the Northwood Homeowners Association, a Washington non-profit corporation, organized under the laws of the State of Washington, as the duly organized homeowners association established pursuant to said Declaration of Covenants, Conditions and Restriction by a vote of the Members thereof pursuant to Paragraph 9.3 of said Declaration of Covenants, Conditions and Restrictions has approved and adopted this Amendment and directed that its officers execute the same and cause it to be filed with the Spokane County Auditor;

NOW, THEREFORE, the following specified Paragraphs of said Declaration of Covenants, Conditions and Restrictions are hereby amended to read in their entirety as follows:

7.9 Lot Maintenance. Owners shall keep each Lot owned, and all improvements thereon, in good order and repair, including, but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. Garage interiors shall be maintained in a clean and orderly manner, so as to avoid the danger of fire.

8.2 Plans and Approval. Plans and specifications showing the nature, kind, shape, height, color, size, materials and location of any improvements (including outbuildings) or alterations, shall be submitted to the Board or Committee for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation, all with reference to the architectural standards set forth in

Paragraph 8.4, below. Further, no construction shall be commenced on any Lot, until the Committee shall have approved in writing the final location of all footings and foundations (as evidenced by physical staking) prior to placement of forms. No permission or approval shall be required to rebuild in accordance with Declarant's original plans and specifications, or to rebuild in accordance with plans and specifications previously approved by the Board or Committee for that Lot. No landscaping of patios or yards visible from the street shall be undertaken by any Owner until plans and specifications showing the nature, kind, shape, and location of the materials shall have been submitted to and approved in writing by the Board or Committee.

All decisions by the Architectural Control Committee shall be by majority vote, except as otherwise required herein. Neither the Committee nor any of its members shall be liable to any Owner for any decision made by the Committee which is made in good faith and in accordance with this Article 8.

8.3.1 If a Committee is appointed, there shall be three (3) or five (5) members of the Committee.

8.3.2 The Board shall have the power to appoint all of the members of the Committee. Committee members appointed by the Board shall be from the membership of the Association. In the absence of the Committee, the Board may act as the Committee or a member of the Board may serve in the absence of a Committee member. The Board may reverse or modify any decision of the Committee determined to be erroneous.

8.3.3 Once the power to appoint members of the Committee has vested in the Board, the Declarant shall not reacquire such power, regardless of the annexation of additional phases within the Project.

8.4.1 No structures or buildings of any kind shall be erected, altered, placed or permitted to remain on any Lot other than one detached Dwelling for single family occupancy only. All garages shall be attached to the Dwelling. Notwithstanding the foregoing, the Owner of two adjacent Lots may construct his Dwelling across the line between his Lots, or otherwise without regard for the setback requirements pertaining to that line.

However, any such combination of Lots shall not operate to reduce the Owner's rights and obligations with respect to each separate Lot as shown on the Subdivision Plat. The owner shall have one vote per Lot as shown on the Subdivision Plat and will be responsible for all pro rata sharing of expenses based on the number of lots owned.

8.4.5 All exterior stains or paints must be approved by the Architectural Review Committee before application. Solid base stain or paints in subdued colors as approved by the Committee may be used. The Committee's goal in its approval process is to maintain the harmony of the neighborhood.

8.4.6 All Dwellings shall have enclosed garages of at least 20 feet by 22 feet in size, completely sealed interior walls and ceilings, and with fully improved driveways to the street; provided that said driveways shall be of a hard surface material, such as exposed aggregate, asphalt, or concrete; and provided, further, that all such driveways shall be no wider than 12 feet within the first 15 feet adjacent to the dedicated street. No driveway shall bisect a Lot.

8.4.8 No caretaker's house, detached garage or second residence shall be constructed on any Lot or on any combination of adjoining Lots. All other accessory buildings shall be placed within the rear or interior side yard area of each Lot and shall not be of a material inconsistent with the architecture, materials or color scheme of the Dwelling on that Lot.

IN WITNESS WHEREOF the President and Secretary of the Northwood Homeowners Association have executed this Amendment on this 15 day of March, 1993.

NORTHWOOD HOMEOWNERS ASSOCIATION

By: Jim D. Price  
President

By: James W. Busli  
Secretary

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

I certify that I know or have satisfactory evidence that **KIM PRICE** signed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as the President of **NORTHWOOD HOMEOWNER'S ASSOCIATION**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 11<sup>th</sup> day of March, 1993.

Linda K. Hollenbeck  
NOTARY PUBLIC  
My commission expires 5-18-93

(Seal or Stamp)

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

I certify that I know or have satisfactory evidence that **JIM PZINSKI** signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Secretary of **NORTHWOOD HOMEOWNER'S ASSOCIATION**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 15 day of March, 1993.

Barbara A. Bishop  
NOTARY PUBLIC  
My commission expires 1 Oct. 95

