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Recording Fee \$69.00 Page 1 of 8
Amendment GENSTAR LAND COMPANY NORTHWEST LLC
Spokane County Washington



Return Name and Address:

Genstar Land Company Northwest, LLC
c/o Newland Communities
16701 SE McGillivray Blvd., Suite 150
Vancouver, WA 98683

Document Title:

Eighth Amendment to Declaration of Protective Covenants, Conditions and Restrictions for Eagle Ridge

Reference Numbers of Related Documents:

9602050371(Vol. 1823, page 9); 4844804; 4945063; 4977394; 4987567; 5063959; 5063958; 5136103; 5228260; 5365972 and 5493929.

Grantor: (i.e., Declarant):

Genstar Land Company Northwest, LLC

Grantee: (i.e., Plat Name):

Eagle Ridge First Addition; Eagle Ridge Second Addition; Eagle Ridge Third Addition; Eagle Ridge Fourth Addition; Eagle Ridge Fifth Addition; Eagle Ridge Sixth Addition; Eagle Ridge Seventh Addition; Eagle Ridge Eight Addition.

Legal Description:

Eagle Ridge, a P.U.D., as per Plat recorded in Volume 23 of Plats, page 75, situate in the City of Spokane, County of Spokane, State of Washington. Section 6, Township 24, Range 43 NW

Assessor's Tax Parcel No(s):

34062.0012; 34062.0076

Recording requested by
and, when recorded mail to:

Genstar Land Company Northwest, LLC
c/o Newland Communities
16701 S.E. McGillivray Blvd., Suite 150
Vancouver, WA 98683

**EIGHTH AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR
EAGLE RIDGE**

This Eighth Amendment ("Eighth Amendment") to declaration of Protective Covenants, Conditions, and Restrictions for Eagle Ridge is made this 04 day of April 2012 by Genstar Land Company Northwest, LLC, a Delaware limited liability company, successor by merger of Genstar Land company Northwest, a California corporation (the "Declarant"). This Eighth Amendment is made with reference to the following recitals, and these recitals shall constitute an integral part hereof.

RECITALS

A. A Declaration of Protective Covenants, Conditions and Restrictions for Eagle Ridge was recorded by Declarant on February 5, 1996, Recording No. 9602050371, Records of Spokane County, Washington, which was amended by the Amendment to Declaration of Protective Covenants, Conditions and Restrictions for Eagle Ridge recorded by Declarant on February 11, 2003, Recording No. 4844804, Records of Spokane County, Washington ("**First Amendment**"), and further amended by the Second Amendment to Declaration of Protective Covenants, Conditions and Restrictions for Eagle Ridge recorded by Declarant on August 13, 2003, Recording No. 4945063, Records of Spokane County, Washington ("**Second Amendment**"), and further amended by the Third Amendment to Declaration of Protective Covenants, Conditions and Restrictions for Eagle Ridge recorded by Declarant on October 24, 2003, Recording No. 4987567, Records of Spokane County, Washington ("**Third Amendment**") further amended by the Fourth Amendment to Declaration of Protective Covenants, Conditions and Restrictions for Eagle Ridge, recorded by Declarant on October 18, 2004, Recording No. 5136103, Records of Spokane County, Washington ("**Fourth Amendment**"), further amended by the Fifth Amendment to Declaration of Protective Covenants, Conditions and Restrictions for Eagle Ridge, recorded by Declarant on June 9, 2005 Recording No. 5228260, Records of Spokane County, Washington ("**Fifth Amendment**"), further amended by the Sixth Amendment to Declaration of Protective Covenants, Conditions and Restrictions for Eagle Ridge, recorded by Declarant on April 13, 2006 Recording No. 5365972, Records of Spokane County, Washington ("**Sixth Amendment**"), and further amended by the Seventh Amendment to Declaration of Protective Covenants, Conditions and Restrictions for Eagle Ridge, recorded by Declarant on February 6, 2007 Recording No.

5493928, Records of Spokane County, Washington ("**Seventh Amendment**"). The Declaration of Protective Covenants, Conditions and Restrictions for Eagle Ridge, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, and the Seventh Amendment described above are collectively referred to in this Eighth Amendment as the "Declaration." The real property currently subject to the Declaration is described in Exhibit A attached hereto and by reference made a part hereof.

B. Section 8.1(a) of the Declaration provides that the Declaration may be amended by Declarant alone for as long as Declarant owns at least ten percent (10%) of the total number of the Lots as defined herein. This Eighth Amendment is being made by the Declarant alone pursuant to the foregoing provision of Section 8.1(a) of the Declaration.

AMENDMENT

NOW, THEREFORE, Declarant hereby adopts the following amendments to the Declaration:

1. New Section. A new section entitled "Common Area" is hereby added to the Declaration as Section 2.3 as follows:

2.3 Common Area

(a) Common Area. Shall mean all real property in which the Homeowners Association holds an interest or which is held or maintained, permanently or temporarily, for the common use, enjoyment and benefit of the Owners, and may include, without limitation, trails, parks, recreational facilities, private roads, sidewalks, drainage ponds and swales.

(b) Designation of Common Area. Common Area may be established from time to time by Declarant on any portion of the Property by designating and describing it on a Plat, by granting or reserving it in a deed or other instrument, or by designating it pursuant to This Declaration or any supplemental Declaration. Common Area may include easement and/or license rights.

(c) Use of Common Area. Every Owner, subject to "Restrictions on use of Common Area" in (f) below, shall have a right to use the Common Area, which right shall be appurtenant to and shall pass with the title to every Lot, and subject to the following provisions:

(i) The right of the Homeowners Association, as it may hold or control such Common Area, to levy and increase Assessments;

(ii) The right of the Homeowners Association to suspend the voting rights and rights to use of, or interest in, Common Area recreational facilities (but not including access to private streets, cul-de-sacs and walkways of the Property) by an Owner for any period during which any Assessment or charge against such Owner's Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of the Homeowners Association rules;

(iii) The right of the Homeowners Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for

such purposes and subject to such conditions as may be permitted by the Articles and Bylaws and agreed to by the Owners. No dedication or transfer of said Common Area shall be effective unless an instrument agreeing to such dedication or transfer signed by Owners representing two-thirds (2/3) of the voting power of the Homeowners Association has been recorded.

(iv) The right of the Homeowners Association or the Declarant, to construct Improvements on all Common Areas, including but not limited to providing utility access, private streets, crossings, walkways, trails and other recreational improvements deemed desirable by the Homeowners Association.

(d) Delegation of Right to Use. Any Owner may delegate, in accordance with the Bylaws and Association Rules as the case may be, such Owner's right of enjoyment to the Common Area, to the members of such Owner's family in residence, and such Owner's tenants or contract purchasers who reside on such Owner's Lot. Only Declarant or the Homeowners Association shall have the right to delegate the right of enjoyment to the Common Area to the general public, and such delegation to the general public shall be for a fee set by and paid to Declarant or the Homeowners Association.

(e) Damages. Each Owner shall be fully liable to the Homeowners Association for any damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's resident tenant or contract purchaser, or such Owner's family or guests, both minor and adult. In the case of joint ownership of a Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be an assessment against the Lot and may be collected as provided herein for the collection of other assessments.

(f) Restrictions on use of Common Area. The rights of the Owners to the use of the Common Area as provided for above in Section (c) is subject to the following restrictions:

(i) No permanent or temporary structures including but not limited to sheds, fencing, sprinkler systems, retaining or other decorative walls or equipment of any kind may be built or placed upon any part of the Common Area.

(ii) No landscaping including grass, trees, shrubs or paving stones may be placed or established within the Common Area.

(iii) Upon application made to the Homeowners Association by an Owner, the Homeowners Association, in its absolute discretion for good cause shown, may grant to Owner a temporary non-exclusive license, terminable at any time by the Homeowners Association upon thirty (30) days prior written notice, for the purpose of allowing a limited use of the Common Area that would otherwise be prohibited under (i) and (ii) above. Such license is not assignable by Owner except with the prior written consent of the Homeowners Association, which consent may be withheld in the Homeowners Association sole discretion. Any and all costs including reasonable legal fees incurred by the Homeowners Association for the preparation of such license shall be paid by the Owner.

(iv) Any license granted to an Owner as provided above shall contain an agreement of the Owner to indemnify and hold harmless the Homeowners Association from all damages, claims, and personal injury including reasonable legal fees and costs, arising out of the use of such portion of the Common Area described in the license including such claims, damages and personal injuries as may be sustained or maintained by third parties. This hold harmless and indemnification shall survive termination of the license and shall further survive termination of licensee's status as an Owner.

(v) Upon termination of any such license, the Owner must remove any structure, improvement or landscaping within sixty (60) days of the date of such termination. In the event that an Owner shall fail to timely remove such structure, improvement or landscaping, the Homeowners Association may contract with third parties to effect such removal. The cost of such removal shall be paid by the Owner as a special assessment against such Owner, subject to lien and enforcement rights provided for herein.

(vi) The Homeowners Association may within its sole discretion record the license in the public records.

(vii) The Homeowners Association may cause to be recorded in the public records a "Notice of Restrictive Covenants" concerning the Common Area disclosing the matters herein above described.

2. Section 7.5 Interest, Expenses and Attorney's Fees is hereby repealed, deleted, superseded and restated in its entirety by the following:

7.5 Interest, Late Charges and Attorneys' Fees. Any amount not paid to the Declarant, the Architectural Control Committee or the Homeowners Association (collectively herein the "HOA") when due in accordance with this Declaration or other assessment policy duly established by the HOA, shall bear interest from the due date until paid compounded monthly at the rate of one and one-half percent (1.5%) per month on such balance due including any late fees or other charges provided for herein, but not to exceed any applicable lawful rate of interest under the laws of the State of Washington. In addition, Owner acknowledges that late payment by Owner to the HOA of any assessment or other sums due the HOA will cause the HOA to incur costs not contemplated by this Declaration, the exact amount of such costs being extremely difficult and impracticable to ascertain. Such costs may include, without limitation, additional administrative and clerical time, processing and accounting charges, additional property management fees charged to the HOA, fees charged by collection agencies, and other charges that may from time to time be incurred by the HOA in its effort to collect assessments from Owners that are not timely paid. Therefore, if any assessment or other sum due from an Owner is not received within ten (10) calendar days of when due, Owner shall pay to the HOA a Late Charge equal to \$12.00 per month (or such other amount as the HOA from time to time may establish) for each monthly assessment or other amount not paid by the 10th day of the month the total of which late charges not to exceed an amount equal to 10

times the monthly dues calculated on an annual basis. The HOA and Owner hereby agree that such Late Charge represents a fair and reasonable estimate of the costs that the HOA will incur by reason of any such late payment. In the event the HOA shall file a notice of lien against the Lot or Living Unit of an Owner as provided for herein, the lien amount shall also include the recording fees associated with filing the notice of lien, and a fee for preparing the notice of lien established from time to time by resolution of the HOA and any legal fees incurred by the HOA as a result of the untimely or non-payment of such assessment or other amount due. The HOA shall also be entitled to collect from any Owner having failed to timely pay any assessment or other amount due, all reasonable legal fees and costs incurred by the HOA together with any additional property management fees incurred as a result of such late or non-payment. In the event the HOA shall bring any suit or action to enforce this Declaration, or to collect any assessment or other amount due hereunder or to foreclose a lien, the prevailing party in such suit or action shall recover such amount as the court may determine to be reasonable as attorneys' fees and expenses of litigation at trial, including a foreclosure title report, and including all reasonable legal fees and costs incurred upon any appeal or petition for review thereof.

3. Effective Date. The effective date hereof shall be the date of recording of this Eighth Amendment in the Records of Spokane County, Washington. Declarant hereby certifies that this Eighth Amendment has been adopted in the manner required by the Declaration.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Eighth Amendment as of the date first written above.

GENSTAR LAND COMPANY NORTHWEST, LLC, a
Delaware limited liability company

By: 

Name: Davis Wood, Jr.

Title: Vice President

By: 

Name: Lori Henriksen

Title: Assistant Vice President

STATE OF Washington)
 : ss.
County of Clark)

I certify that I know or have satisfactory evidence that Davis Wood, Jr. is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledge it as the Vice President of GENSTAR LAND COMPANY NORTHWEST, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: April 5, 2012

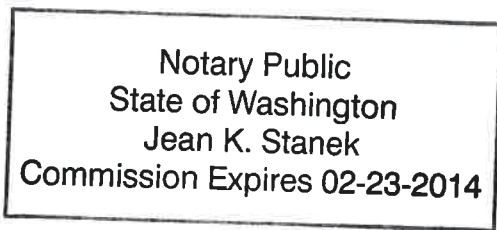


[Signature]
Printed Name: Kori D. Labsch
Notary Public in and for the State of Washington
Residing at: Vancouver, WA
My appointment expires: January 22, 2015

STATE OF Washington)
 : ss.
County of Spokane)

I certify that I know or have satisfactory evidence that Lori Henriksen is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledge it as the Ass't. Vice-President of GENSTAR LAND COMPANY NORTHWEST, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 04/11, 2012



[Signature]
Printed Name: Jean K Stanek
Notary Public in and for the State of Washington
Residing at: Spokane
My appointment expires: 02/23/2014

EXHIBIT A

Eagle Ridge, a P.U.D., as per Plat recorded in Volume 23 of Plats, page 75, situate in the City of Spokane, County of Spokane, State of Washington

Eagle Ridge First Addition, a P.U.D., as per Plat recorded in Volume 24 of Plats, page 87, situate in the City of Spokane, County of Spokane, State of Washington

Eagle Ridge Second Addition, a P.U.D., as per Plat recorded in Volume 27 of Plats, page 47, situate in the City of Spokane, County of Spokane, State of Washington

Eagle Ridge Third Addition, a P.U.D., as per Plat recorded in Volume 27 of Plats, page 90, situate in the City of Spokane, County of Spokane, State of Washington

Eagle Ridge Fourth Addition, a P.U.D., as per Plat recorded in Volume 29 of Plats, pages 20 and 21, situate in the City of Spokane, County of Spokane, State of Washington

Eagle Ridge Fifth Addition, a P.U.D., as per Plat recorded April 28,2004, in Volume 29 of Plats, pages 57,58 and 59, Recording No. 5063959, situate in the City of Spokane, County of Spokane, State of Washington

Eagle Ridge Sixth Addition, a P.U.D., as per Plat recorded April 28,2004, in Volume 29 of Plats, pages 60 and 61, Recording No. 5063958, situate in the City of Spokane, County of Spokane, State of Washington

Eagle Ridge Seventh Addition, a P.U.D, as per Plat recorded March 14,2006, in Volume 32 of Plats, pages 47 and 48, Recording No. 5353759, situate in the City of Spokane, Spokane County, Washington.