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6334410 09/19/2014 09:57:26 AM
Rec Fee: \$79.00 Page 1 of 8
Covenant SIMPLIFILE LC E-RECORDING
Spokane County Washington eRecorded

TITLE OF DOCUMENT: FIRST AMENDMENT TO DECLARATION OF COVENANTS FOR CENTENNIAL PLACE
AF# OF AFFECTED DOCUMENT: AF 6257523
GRANTOR: LGIE, L.L.C.
GRANTEE: THE GENERAL PUBLIC
ABBREV. LEGAL DESCRIPTION: LOTS 1-8, BLK 1, LOTS 1-9, BLK 2, LOTS 1-6, BLK 3, CENTENNIAL PLACE PHASE 1, AF# 6254933 VOL 37 PAGE 16+17
LOTS 1-8, BLK 4, LOTS 1-7, BLK 5, LOTS 1-9, BLK 6, CENTENNIAL PLACE PHASE 2, AF# 6334285 VOL 37 PAGE 65-66
FULL LEGALS APPEARS: PP. 2, 3
TAX PARCEL NUMBERS: 45124.0302, 45124.0308

091914.2-8

**FIRST AMENDMENT TO DECLARATION OF COVENANTS
FOR CENTENNIAL PLACE**

PURPOSE: TO EXERCISE DEVELOPMENT RIGHT
TO ADD PHASE 2 TO COMMUNITY,
TO CONFIRM BINDING EFFECT OF COVENANTS ON PHASE 2 PROPERTY

THIS AMENDMENT is made this 12th day of September, 2014, by LGIE, L.L.C., a Washington Limited Liability Company ("Successor Declarant").

WITNESSETH THAT:

A. WHEREAS, a Plat Map for Centennial Place Phase 1 was recorded among the land records of Spokane County by the Declarant at Auditor's File No. 6254933, to create the Centennial Place

Community in Spokane Valley, Washington. The Declarant caused a Declaration of Covenants affecting all the Lots in the Community to be recorded at Auditor's File No. 6257523, records of Spokane County, Washington to accompany the Plat Map.

B. WHEREAS, pursuant to Sections 3.3.2 and 17.6 of the Declaration of Covenants, the Declarant or a Successor Declarant may unilaterally amend the Community's Governing Documents from time to time to exercise Development Rights; and

C. WHEREAS, in Section 3.3.1 of the Declaration of Covenants, the Declarant reserved Development Rights to develop the Planned Community in two "Phases" by adding improvements to the Planned Community and creating additional Lots and Common Areas or Tracts within real property which could be added to the Planned Community,

D. WHEREAS, the Successor Declarant now wishes to exercise Development Rights and has created additional improvements, Lots and Common Areas as more particularly described below, all for the purpose of creating an additional Phase of Development known as "Phase 2", consisting of twenty-four (24) additional Lots along with additional Common Tracts, as described in Section 3.3.1(b) of the Declaration of Covenants; and

NOW, THEREFORE, pursuant to and in compliance with Section 3.3.2 of the Declaration of Covenants, the Successor Declarant hereby amends the following Sections of the Declaration of Covenants, as follows:

1.2.1 Reference to Platting Documents for Phase 2.

The Successor Declarant has concurrently recorded with the Auditor of Spokane County, Washington a certain Plat Map showing the location and dimensions of the land included within Phase 2 of the Community, the location and dimensions of the new Lots and Common Tracts within Phase 2, together with other necessary information. This Plat Map of Centennial Place Phase 2 is recorded at Auditor's File No. 6334285, records of Spokane County, Washington.

1.2.1 Real Property Affected by Amendment to Covenants.

The Declaration of Covenants, as amended hereby, benefits and burdens the following described real property:

Lots 1-8, inclusive, Block 1, and Lots 1-9, inclusive, Block 2, and Lots 1-6, inclusive, Block 3, Plat of Centennial Place Phase 1, as per the Map thereof recorded at Auditor's File No. 6254933, records of Spokane County, Washington.

Lots 1-8, inclusive, Block 4; and Lots 1-7, inclusive, Block 5, and Lots 1-9, Block 6, inclusive, and Tracts A, B, and C, Plat of Centennial Place Phase 2, as per the Map

thereof recorded at Auditor=s File No. 6334285, records of Spokane County, Washington.

1.2.2 Real Property Not Affected by Covenants or Amendment to Covenants.

The following-described Parcel is not included in the Community and is not affected by either the original Covenants recorded at Auditor's File No. 6257523, records of Spokane County, Washington, or by this Amendment to Declaration of Covenants:

Lot 7, Block 3, Plat of Centennial Place Phase 1, as per the Map thereof recorded at Auditor=s File No. 6254933, records of Spokane County, Washington.

* * * * *

1.3.1 Covenants Applicable to Phase 2. [New]

The Declaration of Covenants recorded at Auditor's File No. 6257523, as amended, is declared to be and is hereby made perpetually binding on all the land included in the Plat of Centennial Place Phase 2 described in Section 1.2.1 hereof, to the same extent that said Declaration of Covenants applies to the real property included in the first Phase of this Community. All Lot Owners in Phase 2 shall be members of Centennial Place Community Association, having the same rights and responsibilities associated with such membership as apply to all other Lot Owners in the Community, including without limitation the rights to vote in said Community Association and the obligation to pay Common Expense Assessments to said Community Association. Centennial Place Community Association shall be responsible for all Upkeep of the Common Areas and Tracts situated in Phase 2.

* * * * *

4.1 Number and Location of Lots.

The Community currently contains 47 Lots, as described more fully below:

4.1.1. Lots in Phase 1.

Phase 1 of the Community contains 23 Lots zoned for residential use, which are depicted on the Plat of Centennial Place Phase 1 and are legally described as indicated in Section 1.2.1 hereof. The location of those Lots and their dimensions are shown on that Plat Map.

4.1.2. Lots in Phase 2.

Phase 2 of the Community contains 24 Lots zoned for residential use, which are depicted on the Plat of Centennial Place Phase 2 and are legally described as indicated in Section 1.2.1 hereof.

* * * * *

4.9. Permanent Construction in Easement Areas Prohibited. [New]

No permanent placement or construction of brick, rock, masonry or other components that may interfere with the construction, reconstruction, reliability, maintenance, and safe operation of utilities within easement areas within a Lot is permitted. Utility providers and their personnel or agents may trim and/or remove trees, bushes and landscaping, without compensation to the Lot Owner.

* * * * *

5.1. Common Areas and Limited Common Areas.

5.1.1.A Common Areas - Phase 1.

The Common Areas of Phase 1 of the Community consist of:

- a. A common storm-water treatment facility ["Baldwin Drainage Tract"] located on both sides of Baldwin Avenue, along with a system of storm water conveyance swales and detention areas depicted on the Plat Map.
- b. Tracts "A" and "B" abutting Flora Avenue are common landscaped entry areas;
- c. Street signs required by the City of Spokane Valley.

5.1.1.B Common Areas - Phase 2.

The Common Areas of Phase 2 of the Community consist of:

- a. Tracts "A" and "C" abutting Nora Avenue are common landscaped entry areas that also have storm-water system functions;
- b. Tract "B", "D" and "E" are a common landscape area with storm-water system functions.
- c. Street signs required by the City of Spokane Valley.

* * * * *

5.3. Maintenance, Repair and Replacement.

The Association, through its Board of Directors, shall be perpetually responsible for Upkeep of all the Common Areas and Tracts. The Operations & Maintenance Manual described in Sections 6.1 and 6.2 hereof contains information required by the City of Spokane Valley in this regard.

5.4. Schedules for Routine Maintenance and Reserves.

The Board should periodically undertake an analysis of the adequacy of the Association's reserve fund; such analysis should (i) ascertain the probable remaining useful life of each component of the Common Areas that will require replacement or major repairs, (ii) estimate the probable cost of such replacement or repair for each such component, (iii) establish an annual reserve budget that would, when funded, minimize the necessity for the imposition of a special assessment upon the Owners within the foreseeable future. The Operation & Maintenance Manual described in Sections 6.1 and 6.2 hereof contains information required by the City of Spokane Valley in this regard. Also see Section 10.2A below in this Amendment for information regarding Reserve Studies that may be required by recent amendments to the Washington State Homeowners Association Act.

* * * * *

6.1. Road Maintenance Standards.

The Association shall perpetually maintain the Private Roadways in a good and sightly condition suitable for its intended purposes, continuously providing all necessary Upkeep thereto, along with periodic sweeping/clearing and snow removal as needed. In particular, the Association shall perform all necessary Structural Repair, Reactive Maintenance and Routine Maintenance, as hereinafter defined, all in accordance with the Amended Operation and Maintenance Manual prepared by Simpson Engineers, Inc. dated July 23, 2014.

(a) "Structural Repair" is defined as Upkeep necessitated by normal wear and tear and daily operation over the road surface. The Private Roadways shall be maintained consistent with published City of Spokane Valley standards for such private access roads and/or for signage and traffic control devices.

(b) "Reactive Maintenance" is defined as Upkeep necessitated by unanticipated failures of road surfaces, loss of signs, trees fallen across the road, and the like. It

also includes response and repair necessitated by true emergency conditions such as flooding, windstorms, earthquakes, and etc.

(c) "Routine Maintenance" is defined as normal day-to-day Upkeep designed to keep the Private Roadways operational.

6.2. Upkeep of Storm-water Drainage Facilities.

The Storm-water Drainage System consists of a series of ditches, swales, ponds, and drywells. All such components of the Storm-water Drainage System, whether located in Common Area Tracts, easement areas, and/or other tracts or parcels within the Property shall be maintained by the Association in accordance with the provisions of the Amended Operation and Maintenance Manual prepared by Simpson Engineers, Inc. dated July 23, 2014, in accordance with the provisions of the Spokane Regional Storm-water Manual (SRSM), as the same may be updated from time to time. In particular, maintenance of drainage facilities includes, but is not limited to, keeping open and cleaning Storm-water pipes, structures, ditches, drainage ponds, swales; replacement of drainage facilities as needed; and maintaining live native-type dryland grasses or lawn turf in the pond facilities located in common areas or tracts, with optional shrubbery and/or trees, which do not obstruct the flow and percolation of storm drainage water in the drainage swales. The Association is also responsible for removing and disposing of the soils and grass sod located in drainage facilities situated within easements on the Lots, at such time as the City of Spokane Valley deems necessary, and replacing the soil and grass sod. The Association shall be responsible for payment of all claims and other liabilities which may become due for said maintenance responsibilities. The City has reserved the right but not the obligation to perform work that is necessary to maintain the drainage system but that has not been performed by the Association, and to recover any and all costs so incurred by the City from the Lot Owners.

10.2.3 Reserve Study. [New]

The Community Association should prepare and update a Reserve Study, in accordance with relevant 2011 amendments to the Homeowners' Association Act [RCW 64.38.065, *et seq.*]. In preparing a Reserve Study, the Community Association shall estimate the anticipated major maintenance, repair, and replacement costs, whose infrequent and significant nature make them impractical to be included in an annual budget. Initial estimates for the costs of such major repairs and replacements are found in the Amended Operation and Maintenance Manual prepared by Simpson Engineers, Inc. dated July 23, 2014.

10.2.3. Limitations on Withdrawals From Reserve Account. [New]

or unbudgeted costs that are unrelated to maintenance, repair, or replacement of the reserve components. The Board of Directors shall record any such withdrawal in the minute books of the Community Association, cause Notice of any such withdrawal to be provided to the mailing address of each Lot or to any other address designated in a Record by the Unit Owner, and adopt a repayment schedule not to exceed twenty-four months unless the Board determines that repayment within twenty-four months would impose an unreasonable burden on the Owners. Payment for major maintenance, repair, or replacement of the reserve components out of cycle with the reserve study projections or not included in the reserve study may be made from the reserve account without meeting the notification or repayment requirements under this Section.

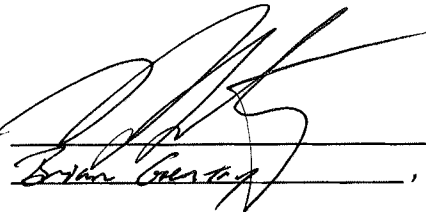
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EXCEPT as modified by this Amendment, all of the terms and provisions of the Governing Documents are hereby expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the Successor Declarant has caused this Amendment to be executed as of the date first written above.

SUCCESSOR DECLARANT:

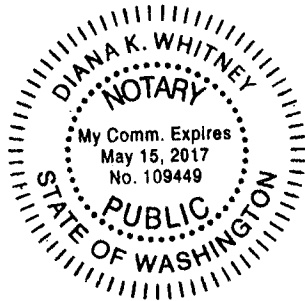
LGIE, L.L.C.

By  _____, Its Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of LGIE, L.L.C., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 12 SEPTEMBER, 2014.



Diana K. Whitney
NOTARY PUBLIC for the State of
Washington. My Commission
expires 15 MAY 2017