

EM87042 MULTI 02/13/2018 02:11  
2018 Payment 4 Rec Fees 7131.00  
BAGBY LAW FIRM LLC  
attested in Clark County, OR

AFTER RECORDING, RETURN TO:

Bagby Law Firm LLC  
9860 SW Hall Blvd. Suite F  
Tigard, OR 97223

Document Title: Amendment to the Second Restated Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for The Villas at Salmon Creek Commons

Reference Nos.

Related Documents: 5253919; 4023790; 4264429; 4616751 Book 311, Page 288

Grantor: The Villas at Salmon Creek Commons Homeowners Association

Grantee: The Villas at Salmon Creek Commons Homeowners Association

Abbreviated  
Legal Desc.:

Salmon Creek Commons Ph C. Book 11 of Plats, Page 288 per that certain Declaration recorded at Clark County recorder's no.: 5253919

Assessor's Tax

Parcel Nos.:

186854-002; -004; -006; -008; -010; -012; -014; -016; -018; -020; -022; -024; -026; -028; -030; -032; -034; -036; -038; -040; -042; -044; -046; -048; -050; -052; -054; -056; -058; -060; -062; -064; -066; -068; -070; -072; -074; -076; -078; -080; -082; -084; -086; -088; -090; -092; -094.

Real Estate Excise Tax  
Ch. 11 Rev. Laws 1951

EXEMPT

Affd. # 000000 Date 2/13/2018  
For Details of tax paid see

Affd. #

Doug Lasher

Clark County Treasurer

By

Deputy

**AMENDMENT TO THE SECOND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS  
AND EASEMENTS FOR THE VILLAS AT SALMON CREEK COMMONS**

WHEREAS, on January 26, 2016, the Second Restated Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for The Villas at Salmon Creek Commons was recorded in the real property records of Clark County, Washington, at Clark County Recording No. 5253919 (the "Declaration") which superseded prior Declarations in their entirety; and

WHEREAS, not less than a majority of the Board of Directors of the Villas at Salmon Creek Common Homeowners Association (the "Association") approved the Declaration amendment herein and, after notice to all of the Association members entitled to vote thereon duly given, not less than sixty-seven percent (67%) of the voting power in the Association consented in writing to the amendments herein; and

WHEREAS, the Declaration may be amended pursuant to RCW 64.38.010(10) and Section and 14.1 of the Declaration;

NOW, THEREFORE, the President and Secretary of the Association certify the Declaration to have been amended as follows:

**Section 7.2 of the Declaration is hereby amended to read as follows:**

**7.2 Maintenance of Other Areas.** The Association is responsible for maintaining, repairing, and replacing as set forth herein. Members shall direct maintenance requests to the Association's managing agent and notify the Board if no response occurs within five business days. By policy resolution, the Board of Directors of the Association may clarify the Association's maintenance obligations or identify other elements to be maintained by the Association.

**Section 7.2.1 of the Declaration is hereby amended to read as follows:**

**7.2.1** The Association is responsible for the following:

- (a) Landscape maintenance on the Lots,
- (b) Exterior painting of the Units,
- (c) Maintenance, repair, and replacement of the Units' building surfaces such as siding, roofs, roof overhangs, eaves, gutters, gutter cleaning, and downspouts. The cost of such maintenance shall be a common expense paid out of Assessments described in Article 8. In the event the need for such maintenance, repair, or replacement is caused by the willful or negligent act or omission of an Owner, the Owner's family, lessees or guests and to the extent such maintenance or repair is not covered by the negligent party's insurance, the costs of such maintenance, repair, or replacement shall be charged to the relevant Owner.

**Section 8.2 of the Declaration is hereby amended to read as follows:**

**8.2** **Apportionment of Assessments.** All Lots are subject to Assessments, and all Owners shall pay an equal pro rata share of the Annual Assessments commencing upon the date as set forth in Section 8.3 below. Limited Assessments shall be allocated to Owners in accordance with 8.2.2. All assessments shall be due upon receipt of notice from the Board.

**A new section 8.2.2 is added to read as follows:**

**8.2.2** **Limited Assessments.** In addition to the Annual Assessments described in Section 8.3 and the Special Assessments described in Section 8.4, the Board may levy a Limited Assessment to satisfy common expenses of a particular project or efforts undertaken by the Association that benefit (or primarily benefit) one or more, but less than all, of the Lots. The Limited Assessment shall be levied against the Owners of the benefitted Lots in such amounts and at such times as are determined by the Board. Except in the case of an emergency, the Board shall provide at least 30 days' notice to Owners regarding anticipated Limited Assessments.

THE VILLAS AT SALMON CREEK COMMONS HOMEOWNERS ASSOCIATION

By: ROBERT SERAFINI  
[Signature], its President

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Clark )

On this 26<sup>th</sup> day of January, 2018, personally appeared before me, Robert Serafini, known to me to be the President of THE VILLAS AT SALMON CREEK COMMONS HOMEOWNERS ASSOCIATION, the non-profit corporation that executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the instrument.



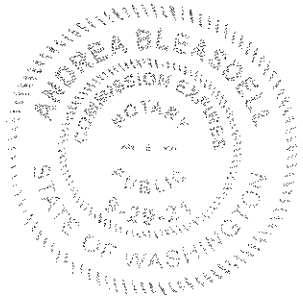
[Signature]  
Notary Public in and for the State of Washington  
My Commission expires: 9-29-21

ATTEST: The above Amendment was properly adopted.

By: Jeffrey J. Lines  
[Signature], its Secretary

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Clark )

On this 26<sup>th</sup> day of January, 2018, personally appeared before me, Jeffrey Lines, known to me to be the Secretary of THE VILLAS AT SALMON CREEK COMMONS HOMEOWNERS ASSOCIATION, the non-profit corporation that executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the instrument.



[Signature]  
Notary Public in and for the State of Washington  
My Commission expires: 9-29-21