

562299 PGS:6 AMEND

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Jefferson County WA Auditor's Office - Donna Eldridge, Auditor

RETURN ADDRESS

J. David Huhs
Attorney at Law
555 West Smith Street
Kent, Washington 98032

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DOCUMENT TITLE

FIRST AMENDMENT TO THE AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, ASSESSMENTS, CHARGES, LIENS, RESEVATIONS AND EASEMENTS FOR LUDLOW BAY VILLAGE ASSOCIATION AND CERTIFICATE OF AMENDMENT

REFERENCE NUMBERS (S) OF RELATED DOCUMENTS

A.F. NOS. 372516, 372695 (ORIGINAL MASTER DECLARATION)
A.F. NOS. 381139 (FIRST AMENDMENT TO MASTER DECLARATION)

Additional Reference #'s on page ___

GRANTOR (S) (Last, First and Middle Initial)

THE TOWN HOMES AT LUDLOW BAY ASSOCIATION

Additional grantor on page ___

GRANTEE (S) (Last, First and Middle Initial)

THE TOWN HOMES AT LUDLOW BAY ASSOCIATION

Additional grantee on page ___

LEGAL DESCRIPTION (Abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

PORTION OF GOVERNMENT LOTS 1 AND 2, SECTION 16, TOWNSHIP 28 NORTH, RANGE 1 EAST, W.M., JEFFERSON COUNTY, WASHINGTON, LYING EASTERLY AND SOUTHERLY OF COUNTY ROAD RIGHT-OF-WAY, TOGETHER WITH ADJOINING TIDELANDS

Additional legal on page ___

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

Additional parcel #'s on page ___

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Filed at the Request of:

J. David Huhs
Attorney at Law
555 West Smith Street
Kent, Washington 98032

**FIRST AMENDMENT TO THE
AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS,
CONDITIONS, ASSESSMENTS, CHARGES, LIENS, RESERVATIONS AND
EASEMENTS FOR LUDLOW BAY VILLAGE ASSOCIATION AND
CERTIFICATE OF AMENDMENT**

THIS FIRST AMENDMENT pertains to the above-named Master Declaration for Ludlow Bay Village Association, a Washington non-profit corporation (the "Association"), dated July 22, 2009, and which was recorded on July 23, 2009, under Jefferson County, Washington Auditor's File No. 545160 (the "Master Declaration"), and all supplements and amendments thereto. The within amendment was adopted, approved, and accomplished in accordance with the provisions of Article 18, Section 2 of the Master Declaration.

NOW, THEREFORE, based on the above, the Master Declaration is hereby amended pursuant to this instrument, effective immediately upon recording of this First Amendment.

The Master Declaration and this First Amendment pertain to the real property legally described in Exhibit A attached to the recorded Master Declaration, which is hereby fully incorporated herein by this reference, all of which property is located in Jefferson County, State of Washington.

FIRST AMENDMENT:

Article 5, Section 2, Subsection 2, Subparagraphs A and B (5.2.2(A) and (B)) of the Master Declaration shall be amended so that the current provisions are deleted and replaced as follows:

5.2.2 (A) Providing for utilities or services, if any, billed to the Town Home Association for the benefit of all Town Home Lots and Detached Garage Lots, including but not limited to landscaping irrigation, fire sprinkler monitoring, garbage collection, and basic television reception;

5.2.2 (B) Managing and providing for the maintenance of the exterior appearance of all Dwelling Units within the Town Home Lots and Detached Garage Lots, which maintenance may include and shall be limited to (1) painting; (2) roof repair and replacement; (3) gutters and downspouts; (4) siding repair and replacement; and (5) landscaping including fences (collectively, "Exterior Appearance Items");

Article 7, Section 7 of the Master Declaration shall be amended so that the current provisions are deleted and replaced as follows:

Section 7.7 Special Assessments For Capital Improvements And Extraordinary Expenses. The Board may, during any fiscal year, levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, reconstruction, repair, maintenance or replacement of a capital improvement that it is obligated to manage or maintain, or for the purpose of defraying other extraordinary expense, but only upon meeting the following conditions: (1) With regard to the Master Association, there must be a 70% approval on the part of the Board; and (2) With regard to the Town Home Association, there must be written assent of Owners representing fifty percent (50%) of the Town Home Lots against whom the Special Assessment is allocated.

With regard to the Town Home Association, the Town Home Association Board shall, as reasonably practicable and in a reasonable and non-discriminatory manner, allocate the Special Assessment to those Town Home Lots in proportion to the benefit received. However, if in the opinion of the Town Home Association Board it is not possible to determine the proportional benefit received by each Town Home Lot, then all Town Home Lots so benefiting shall be equally liable for the Special Assessment. Exterior Appearance Items shall be considered capital improvements for which a Special Assessment may be imposed and/or allocated.

Article 10, Section 2 of the Master Declaration shall be amended so that the current provisions, including all subsections, are deleted and replaced as follows:

Section 10.2 Maintenance Responsibilities of the Town Home Association. The Town Home Association shall be entitled to manage and provide for the maintenance of the Town Home Lots and improvements thereon to the extent provided herein, specifically including:

10.2.1 Managing and providing for the maintenance of the exterior appearance of all buildings (excluding porches/decks and railings), improvements and landscaping located on Town Home Lots, which maintenance may include but shall be limited to Exterior Appearance Items (i.e., (1) painting; (2) roof repair and replacement; (3) gutters and downspouts; (4) siding repair and replacement; and (5) landscaping including fences). Each Town Home Lot Owner shall be responsible for all other repair and maintenance on their Town Home Lot including, but not limited to, decks/porches and railings associated therewith, water lines from the water meter to uses on the Town Home Lot, sewer service lines from the Town Home Lot boundary, fireplaces and chimneys, plumbing, exterior and interior glass, appliances, heating and cooling systems, concrete walkways, and private driveways;

(a) **Town Home Budget Determination.** Any work performed with respect to Exterior Appearance Items, which is not included in the Annual Assessment for the Town Home Association (as reflected in the annual budget), shall be considered an extraordinary expense for which the Town Home Association may impose a Special Assessment in accordance with Section 7.7 herein.

(b) **Town Home Board Approval Required.** No Town Home Lot Owner shall perform any work on an Exterior Appearance Item until plans and specifications showing the nature, kind, shape, color, height, materials, and location of the proposed work or alteration have been submitted to and approved by the Town Home Association Board in writing. Such written approval of the Town Home Association Board is required in addition to any other approvals, permits and conditions required or imposed by this Master Declaration. Exterior Appearance Items that are repaired, maintained, altered, replaced, or constructed by a Town Home Lot Owner without submitting plans to the Town Home Association Board and/or without proper approvals are subject to being removed, remodeled, or replaced, at the Owner's sole cost and expense. Said cost and expense, if not reimbursed to the Town Home Association following written notice of the amount due, shall constitute an assessment lien against the Owner's Town Home Lot and shall be enforceable in the same manner as other assessments provided for herein.

(c) **Building Materials.** All work on Exterior Appearance Items shall be performed using new materials of a quality equivalent to or exceeding the materials utilized by the Declarant in constructing the Town Homes, with the exception of décor items. The Town Home Association Board will determine whether proposed design materials meet this standard. In making this determination, the Town Home Association Board will consider whether (1) the material harmonizes with the aesthetic character of the Town Home Lots and natural environment and (2) whether the material would add to the attractive appearance of the Town Homes. If inferior materials are utilized, the Town Home Association Board may require that such materials be replaced. The grade and price of materials shall be relevant considerations in

determining whether the materials are of equivalent quality.

(d) **Rules and Regulations.** The Town Home Association Board shall have the authority to adopt, amend, restate and terminate rules and regulations concerning the handling, evaluation, and approval of plans and specifications submitted to the Board for review. Without limiting the foregoing, it is contemplated that the Town Home Association Board may adopt and impose a plan review fee and develop aesthetic standards for evaluating plans and specifications, provided that such documents are not inconsistent with this Master Declaration.

(e) **Compliance with Codes.** The Town Home Association Board has no responsibility for ensuring that plans and specifications which it reviews comply with relevant building and zoning requirements. This responsibility lies with the Owner and contractor employed by the Owner. No person on the Town Home Association Board or acting on behalf of said Board shall be held responsible for any defect in any plans or specifications which are approved by the Board nor shall any member of the Board or any person acting on behalf of the Board be held responsible for any defect in an Exterior Appearance Item which was built pursuant to plans and specifications approved by the Board.

10.2.2 Management of all employment matters, including hiring, firing, supervising and paying employees and independent contractors to carry out the Town Home Association obligations, including maintaining workmen's compensation insurance, if applicable; and

10.2.3 Provision of utilities, insurance, administrative expenses of operation, management and related expenses and services as more fully delineated in subsection 5.2.2 of this Master Declaration.

CERTIFICATE OF AMENDMENT

In WITNESS WHEREOF, the undersigned officer of the Master Association hereby certifies that this First Amendment to the Amended and Restated Master Declaration was approved by the vote of the Board of Directors of the Master Association and affirmative vote of Owners representing forty (40%), or more, of the town home and single-family Lots, as required by Article 18 of the Amended and Restated Master Declaration and applicable law.

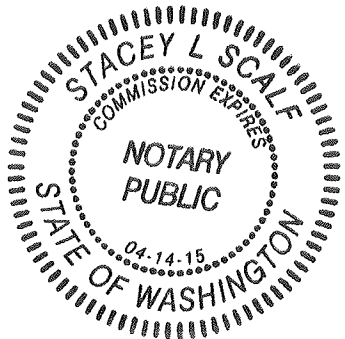
LUDLOW BAY VILLAGE ASSOCIATION, a Washington nonprofit corporation

Dated: 9-7, 2011.

By: [Signature]
Print Name: WARRY SMITH
Vice President of Association
Date: 9/7/2011

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 7 day of September, 2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Warry Smith, to me known to be the Vice President of Ludlow Bay Village Association, the non-profit corporation that executed the within and foregoing instrument, and acknowledged the 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 he/she is authorized to execute said instrument.



[Signature]
Print name: Stacey L. Scale
NOTARY PUBLIC in and for the State of Washington.
My Commission Expires: 04-14-15