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RecFee - \$82.00 Pages: 3 - GRANT & ELCOCK PLLC
Clark County, MA 10/9/07 2:35 PM

Errant & Elcock, PILC Donald Frant 1101 Broadway Suite 250 Vancouver WA 9846

Affd. # Doug Lasher
Clark County Treasurer

Deputy

Real Estate Excise Tax

Ch. 11 Rev. Laws 1951

EXEMPT
Date

Date

Date

Doug Lasher

Clark County Treasurer

Deputy

## FIRST AMENDMENT TO COMPLETE RESTATEMENT OF DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS, EASEMENTS AND AGREEMENTS FOR SUNRISE PLACE TOWNHOMES SUBDIVISION

## PREAMBLE

- WHEREAS, Declarant is the developer of the Sunrise Place Townhomes Subdivision in Clark County, Washington.
- B. WHEREAS, in connection with Declarant's development of Sunrise Place Townhomes Subdivision, Declarant recorded that certain Complete Restatement of Declaration of Protective Covenants, Restrictions, Easements and Agreements for Sunrise Place Townhomes Subdivision under Clark County Auditor's File No. 4252499 (herein "the Declaration") on November 27, 2006.
- C. WHEREAS, Declarant has obtained the written consent of more than seventy-five percent (75%) of the lots within Sunrise Place Townhomes Subdivision pursuant to paragraph 6.4 of the Declaration and now deems it desirable to amend the Declaration to modify the provision pertaining to the maximum square footage of townhomes and to add a provision pertaining to insurance requirements for the Owners.

FIRST AMENDMENT TO COMPLETE RESTATEMENT
OF DECLARATION OF SUNRISE PLACE TOWNHOMES SUBDIVISION - 1

NOW, THEREFORE, Declarant declares that the Declaration be amended as follows:

- 1. Article 2, Section 2.2.1 shall be modified to read as follows:
  - 2.2.1 The total square footage of each townhome shall not be less than 1,200 square feet and not more than 2,500 square feet.
- A new Article VI, Section 6.9 shall be created which states:
  - 6.9 Owner Insurance. Owner shall, at its sole cost and expense, obtain and keep in force liability insurance with minimum limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for injury to, illness of, or death of persons occurring in, upon or about the Premises and provide the Homeowners Association with evidence of such coverage upon purchasing any lot and thereafter on an annual basis upon the renewal of such insurance policy. Each policy shall provide that the policy shall not be cancelled or altered without thirty (30) days' prior written notice to Homeowners Association and shall remain in effect notwithstanding any such cancellation or alteration until such notice shall have been given to Homeowners Association and such thirty (30) day period shall have expired. Homeowners Association shall have the authority, in its discretion, to establish different insurance requirements by the Owners.
- 3. <u>Declaration in Full Force and Effect</u>. Except as noted herein, all terms and conditions of the Declaration shall remain in full force and effect and all terms shall be defined in accordance with the Declaration.

FIRST AMENDMENT TO COMPLETE RESTATEMENT
OF DECLARATION OF SUNRISE PLACE TOWNHOMES SUBDIVISION - 2

This First Amendment has been executed to be effective on the first date written above.

SUNRISE HOME SUNRISE PLACE, LLC

DARREN E BATES Manager

STATE OF WASHINGTON

SS.

County of Clark

I certify that DARREN E. BATES appeared personally before me and that I know or have satisfactory evidence that he signed this instrument as the manager of Sunrise Homes Sunrise Place, LLC, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: OCTOBER 3rd , 2007.

NOTARY PUBLIC in and for the

State of Washington

My Commission Expires: 01-29-2010

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FIRST AMENDMENT TO COMPLETE RESTATEMENT
OF DECLARATION OF SUNRISE PLACE TOWNHOMES SUBDIVISION - 3

I, GREG A. KIMSEY, Auditor of Clark County, State of Washington, do hereby certify that the foregoing is a true and correct copy of a:

File No. 4383420 of record in this office.
WITNESS my hand and official seal.
This 27 day of August 2018 A.D.

GREG A. KIMSEY, Auditor, Clark County

By

Deputy