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Whatcom County, WA

Request of: chmelik sitkin davis

AFTER RECORDING RETURN TO:  
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TITLE OF DOCUMENT: FIRST AMENDMENT TO DECLARATION OF COVENANTS FOR THE GREENS AT LOOMIS TRAIL  
AF# OF AFFECTED DOCUMENT: AF # s 2040305825 and 2050804977  
GRANTOR: THE LOOMIS TRAIL HOMEOWNERS ASSOCIATION  
GRANTEE: THE GENERAL PUBLIC

**FIRST AMENDMENT TO DECLARATION OF COVENANTS  
FOR THE GREENS AT LOOMIS TRAIL**

PURPOSE: TO CONFIRM BINDING EFFECT OF DECLARATION OF COVENANTS  
ON ALL LAND CONTAINED WITHIN THE PLAT OF  
THE GREENS AT LOOMIS TRAIL, DIVISION 2

THIS AMENDMENT is made this 5<sup>th</sup> day of Apr., 2007, by THE LOOMIS TRAIL HOMEOWNERS ASSOCIATION, a Washington Nonprofit Miscellaneous and Mutual Corporation ("Association" or "Division 1 Association").

WITNESSETH THAT:

WHEREAS, a subdivision plat map establishing a Subdivision known as The Greens at Loomis Trail (the "Subdivision", or "Division 1") was recorded by JAPEG, LLC, (the "Declarant") among the land records of Whatcom County, Washington, at Auditor's File No. 2040305824, along with a certain "Declaration of Covenants, Conditions, Restrictions and Reservations for The Greens at Loomis Trail, Phase 1" (the "Covenants" or "Division 1 Covenants") benefitting and burdening all the Lots in the first Phase of development of the Subdivision, which Covenants were recorded at Auditor's File No. 2040305825.

WHEREAS, pursuant to Section 17.1 of the Covenants, the Covenants may be amended by the vote or agreement of Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated;

WHEREAS, in Section 1.4 of the Covenants, the Subdivision's Declarant reserved development rights to develop the Subdivision in up to three "Phases" by adding to the Subdivision certain additional real property [the "Additional Land"] described on Whatcom County's Map of the Loomis Trail Planned Unit Development, and by creating additional Lots within the Additional Land through the County's subdivision platting process.

WHEREAS, the Declarant failed to exercise its development rights with respect to the Additional Land, but an unrelated party, Loomis Trail Partners LLC (the "Subsequent Developer") platted portions of the Additional Land into what is now known as the Plat of The Greens at Loomis Trail, Division 2 ["Division 2"]. The Subsequent Developer also caused certain covenants [the "Division 2 Covenants"] to be recorded, binding all Lots within Division 2, and caused a homeowners association [the "Division 2 Association"] known as The Greens at Loomis Trail Community Association, to be incorporated to govern the Lots in Division 2 and to maintain, repair, replace, manage and insure the Common Areas in Division 2.

WHEREAS, the Lot Owners in Division 2, through a formal vote taken in the Division 2 Association, have agreed to become members of the Association, and to become bound by the Division 1 Covenants, to the same extent as if the Declarant for Subdivision had exercised development rights to add all of the land within Division 2 into the original Subdivision; the Division 2 Covenants have been modified to so provide, by an Amendment thereto recorded at Auditor's File No. 2070403416, records of Whatcom County, Washington.

WHEREAS, the Lot Owners in the Subdivision, through a formal vote taken in the Division 1 Association, have also agreed to permit the Lots in Division 2 to become bound by the Division 1 Covenants and to become members of the Association, to the same extent as if the Declarant had exercised development rights to add all the land within Division 2 into the Subdivision.

WHEREAS, because the Division 1 Covenants do not expressly permit the merger of the Lots in Division 2 into the Subdivision under the present circumstances, nor the joinder of the Lot Owners in Division 2 into membership in the Association, it is necessary to amend the Division 1 Covenants to formalize such merger and joinder.

NOW, THEREFORE, having obtained the necessary consent of the requisite percentage of Owners prior to the date of this Amendment, the Association now amends the following Sections of the Division 1 Covenants, as follows:

1.2. Reference to Subdivision Plats.

1.2.1 Reference to Plat of the Greens at Loomis Trail.

The Declarant for Division 1 recorded with the Auditor of Whatcom County, Washington a certain subdivision plat map showing the location and dimensions of various lots and/or tracts and Common Areas within the Subdivision, together with other necessary information; this subdivision plat map is hereinafter referred to as the "Division 1 Plat" and the land within said Plat may be referred to herein as "Division 1"; the Division 1 Plat is recorded at Auditor's File No. 2040305824.

1.2.2 Reference to Plat of the Greens at Loomis Trail, Division 2.

The Subsequent Developer recorded with the Auditor of Whatcom County, Washington the Plat of The Greens at Loomis Trail, Division 2, showing the location and dimensions of the new Lots and other improvements to be constructed within said Division 2, together with other information required by law; this plat map is hereinafter referred to as the "Division 2 Plat" and the land within said Plat may be referred to herein as "Division 2"; this new Plat is recorded at Auditor's File No. 2050804976, records of Whatcom County, Washington.

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1.4.1 Expansion into Subsequent Phase - Whole Community.

The Lots within Division 2 shall be and are hereby merged with the Lots in Division 1 so that both Divisions shall henceforth be treated as a single, unified property; this Declaration of Covenants, as amended, and the Bylaws and rules and regulations of The Loomis Trail Homeowners Association shall immediately become applicable to and binding upon all Lots and Common Areas in Division 2. The aggregate of all Lots and Common Areas in both Divisions shall be known herein as the "Community".

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1.4.2 Subsequent Phase Development.

The maximum number of Lots in the Community shall be one hundred twenty-three (123) Lots.

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1.4.3 Joint Maintenance of Common Areas and Easement Areas.

All Common Areas of Division 1 and Division 2, and all easements serving the Lots and Common Areas in both Division 1 and Division 2 shall exist for the mutual use, enjoyment and benefit of all Lots and other property in the Community, and of all Lot Owners in both Divisions. The Association shall immediately assume all responsibility for maintaining, repairing, replacing, managing and insuring all the Common Areas and easement areas within or serving Division 2.

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ARTICLE III

DESCRIPTION OF LAND AND AMENITIES

3.1 Land.

The land on which the Lots, Common Areas and other improvements of this Community are located is situated Whatcom County, Washington, and is more particularly described on the Division 1 Plat and the Division 2 Plat.

3.2 Amenities.

The Community contains open space areas depicted on the Division 1 Plat and the Division 2 Plat, along with the private roads serving both Division 1 and Division 2, their associated drainage facilities and private entrance gates and community signage facilities.

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4.1 Number & Location of Lots.

Each Lot Owner in the Community shall be a Member of the Association and each Lot shall have one vote in the Association. Other attributes of membership and voting rights are specified in the Bylaws of the Association.

\* \* \* \* \*

10.1 Assessments for Common Expenses.

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10.1.2.1 Timing of Payments.

Effective as of the date that this Amendment to Declaration of Covenants is recorded, the Lot Owners in Division 2 shall become liable to pay assessments to the Division 1 Association, pro-rated as of such recordation date.

\* \* \* \* \*

16.1.3 Grant of Easements for Lots in Division 2 and Tract F.

Each and every Lot in Division 2 and Tract F is hereby granted a perpetual, nonexclusive easement to use all the Common Areas depicted on the Division 1 Plat, including without limitation the private roadways and entrance gates. It is intended that the rights of use granted herein to Lots in Division 2 be coextensive with the rights that Lots in Division 1 enjoy under the terms of the Division 1 Plat and the Division 1 Covenants, for normal vehicular and pedestrian ingress, egress and utilities. All Common Areas in Division 1, including without limitation the private roadways and entrance gates, shall remain unobstructed and available for such use by all Lot Owners and occupants of the Community.

\* \* \* \* \*

18.4 Effective Date - Conditions to Recording.

This Amendment to the Declaration of Covenants shall take effect upon recording. This Amendment shall not be recorded unless and until the Amendment to the Declaration of Covenants for Division 2 referenced on page 2 of this instrument has been concurrently recorded.

\* \* \* \* \*

EXCEPT as modified by this Amendment, all of the terms and provisions of the Declaration of Covenants are hereby expressly ratified and confirmed and shall remain in full force and effect so as to benefit, burden, bind and run with the land with respect to all of the Lots in the Community, including the Lots in Division 2.

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

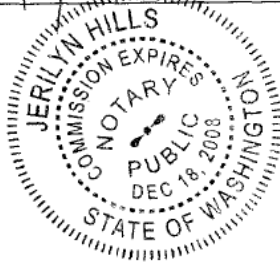
THE LOOMIS TRAIL HOMEOWNERS ASSOCIATION

BY: [Signature]  
Loomis Trail Homeowners Assn Its President

STATE OF WASHINGTON )  
) ss.  
COUNTY OF WHATCOM )

I certify that I know or have satisfactory evidence that Wolfgang Franz Sellinger is the person who appeared before me, and said person acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and that (s)he acknowledged it as the President of THE LOOMIS TRAIL HOMEOWNERS ASSOCIATION to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: 4/19, 2007.



[Signature]  
NOTARY PUBLIC in and for the State of  
Washington. My commission expires:  
12/18/08