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AFTER RECORDING RETURN TO:
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TITLE OF DOCUMENT:	FIRST AMENDMENT TO DECLARATION OF COVENANTS FOR THE GREENS AT LOOMIS TRAIL, DIVISION 2
AF# OF AFFECTED DOCUMENTS:	AF #2050804977, AF# 2040305825
GRANTOR:	THE GREENS AT LOOMIS TRAIL COMMUNITY ASSOCIATION
GRANTEE:	THE GENERAL PUBLIC

**FIRST AMENDMENT TO DECLARATION OF COVENANTS
FOR
THE GREENS AT LOOMIS TRAIL, DIVISION 2**

PURPOSE: To Terminate Most Covenants, Dissolve Community Association and Effectuate a Merger with Adjoining Subdivision: The Greens at Loomis Trail

THIS AMENDMENT is made this 5th day of April, 2007, by The Greens at Loomis Trail Community Association, a Washington Nonprofit Miscellaneous and Mutual Corporation, (the "Community Association" or "Division 2 Association").

WITNESSETH THAT:

WHEREAS, a certain Declaration of Covenants (the "Covenants" or the "Division 2 Covenants") for The Greens at Loomis Trail, Division 2 ("Division 2") was recorded by its Declarant at Auditor's File No. 2050804977, records of Whatcom County, Washington;

WHEREAS, pursuant to Section 17.1 of the Division 2 Covenants, such 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, the Association has determined that it is necessary or desirable to terminate the Covenants, to dissolve the Community Association described in Article VII of the Covenants, and effectuate a merger with the adjoining subdivision known as The Greens at Loomis Trail, for reasons hereinafter specified.

WHEREAS, a subdivision plat map [the "Division I Plat"] establishing The Greens at Loomis Trail subdivision [hereinafter, "Division 1"] was recorded by its developer, JAPEG, LLC, ["JAPEG"]) among the land records of Whatcom County, Washington, at Auditor's File No. 2040305824, along with a certain Declaration of Covenants [the "Division 1 Covenants"] benefitting and burdening all the Lots in Division 1, which Covenants were recorded at Auditor's File No. 2040305825, records of Whatcom County, Washington. JAPEG also caused a homeowners association [the "Division I Association"] known as The Loomis Trail Homeowners Association, to be incorporated to govern the Lots in Division I and to maintain, repair, replace, manage and insure the Common Areas in Division 1.

WHEREAS, in Section 1.4 of the Division 1 Covenants, JAPEG reserved development rights to develop Division 1 in up to three "Phases" by adding to that subdivision certain additional real property [the "Additional Land"] described on Whatcom County's Map of the Loomis Trail Planned Unit Development.

WHEREAS, JAPEG failed to exercise its development rights with respect to the Additional Land, but 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 the Covenants to be recorded, binding all Lots within Division 2, and caused the Division 2 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 1, through a formal vote taken in the Division I Association, have agreed to permit the Lots in Division 2 to become bound by the Division I Covenants and to become members of the Division 1 Association, to the same extent as if JAPEG had exercised development rights to add all the land within Division 2 into Division I; the Division 1 Covenants have been modified to so provide, by an Amendment thereto recorded at Auditor's File No. 2070403617, records of Whatcom County, Washington.

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

WHEREAS, because the Division 2 Covenants do not expressly permit the merger of the Lots in Division 2 into Division 1, nor the joinder of the Lot Owners in Division 2 into membership in the Division 1 Association, it is necessary to amend the Division 2 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 hereby amends the following Sections of the Division 2 Covenants as follows:

1.2 Reference to Subdivision Plat for Division 2.

A certain subdivision plat map was recorded by the Subsequent Developer with the Auditor of Whatcom County, Washington 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 2 Plat" and the land within said Plat may be referred to herein as "Division 2"; the Division 2 Plat is recorded at Auditor's File No. 2050804976.

1.2.1 Reference to Plat of the Greens at Loomis Trail-Division 1.

JAPPEG, LLC ("JAPPEG") recorded with the Auditor of Whatcom County, Washington a certain subdivision plat map establishing The Greens at Loomis Trail subdivision showing the location and dimensions of various lots and/or tracts and Common Areas within said 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.

1.3 Merger-Original Covenants Terminated-Replaced by Division 1 Covenants as Amended.

1.3.1 Merger With Division 1 - New 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".

1.3.1 Original Covenants for Division 2 Terminated.

Because Division 1 and Division 2 are being merged, the original Covenants for this Subdivision, recorded at Auditor's File No. 2050804977 ["Division 2 Covenants"] are hereby terminated. This First Amendment to Covenants shall have lasting effect only to confirm the substance and details of the merger.

1.3.3 Division 1 Covenants Now Binding.

Henceforth, all the Lots and Common Areas of the Plat of The Greens at Loomis Trail, Division 2 shall be and are hereby declared to be benefitted and burdened by the Declaration of Covenants for Division 1, recorded at Auditor's File No. 2040305825, as amended ["Division 1 Covenants"]. Henceforth, the Division 1 Covenants, and all conditions, restrictions and reservations contained therein, shall be conclusively deemed to be legal and equitable servitudes which shall run with the land of the Property and shall be binding upon all the Property in Division 2 and upon each such Lot therein as a parcel of realty, and upon its Owners or possessors, and their heirs, personal representatives, successors and assigns, through all successive transfers of all or part of the Property or any security interest therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments, and regardless of any subsequent forfeiture, foreclosures, or sales of Lots under security instruments, or of any forfeiture, foreclosures, or sales instituted for nonpayment of government tax, levy or assessment of any kind.

ARTICLE VII

OWNERS ASSOCIATION

7.I Community Association to Be Dissolved - Replaced by Division 1 Association.

The homeowners association for Division 2, "The Greens at Loomis Trail Community Association", shall be promptly dissolved. Henceforth, all Lot Owners shall be members of The Loomis Trail Homeowners Association, subject to all rights and responsibilities of such membership appearing in the Division 1 Covenants, and the Articles of Incorporation, Bylaws and rules and regulations of Division 1 Association, including without limitation the obligation to pay dues and assessments to the Division 1 Association.

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7.3 Membership and Voting Rights.

Each Lot Owner in the Community shall henceforth be a Member of The Loomis Trail Homeowners Association [the "Division 1 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 Division 1 Association.

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10.1 Assessments for Common Expenses.

10.1.3 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 I Association, pro-rated as of such recordation date; such assessments are currently in the sum of \$45.00 per month.

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ARTICLE XVI

EASEMENTS AND SPECIAL DECLARANT RIGHTS

16.1 Easements for Lots and Lot Owners.

16.1.1 In General.

Each Lot has an easement in and through each other Lot and the Common Areas for utilities and for lateral and/or subjacent support.

16.1.2 Specific Easement Shown on Division 2 Plat.

Easements shown on the Division 2 Plat are hereby dedicated, declared and established. Any easement shown on the Division 2 Plat which benefits one or more Lots in the Community, or which benefits any third parties or any real property not included within the Community, confers various rights and benefits upon such third parties or owner(s) of any such real property, and may also impose obligations upon the

Division I Association. Reference should be made to the Division 2 Plat.

16.1.3 Grant of Easements for Lots in Division 1.

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

16.1.4 Easement for Division 1 Association Functions.

There is hereby granted to the Division 1 Association, and/or its duly authorized agents, contractors and representatives, such easements over the Common Areas of Division 2 as are necessary to perform the duties and obligations of said Association as are set forth in the Division 1 Covenants, and/or in the Bylaws or Rules and Regulations of the Division 1 Association. Without limitation, such easements shall authorize any or all of such parties to lay, construct, maintain, repair, replace all Common Areas in Division 2.

16.2 Easement for Utilities.

A non-exclusive perpetual blanket easement is hereby granted over and through the Division 2 Common Areas for ingress, egress, installation and Upkeep of any utility lines, pipes, wires, ducts, conduits and/or other facilities and equipment for providing to any portion of the Property utilities of any type, whether public or private; such easement is hereby granted to any person installing or providing Upkeep for such utilities. Any pipes, conduits, lines, wires, transformers or any other apparatus necessary for the provision or metering of any utility may be installed, maintained or relocated where permitted by the Declarant or where approved by resolution of the Board of Directors of the Division 1 Association.

16.3 Easement for Emergency Access.

A non-exclusive perpetual easement is hereby granted on, over, under and across the Common Areas of Division 2 to all police, fire, ambulance and other rescue personnel for the lawful performance of their functions during emergencies.

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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 1 referenced on page 2 of this instrument has been concurrently recorded.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed as of the date first written above, by its President, who hereby certifies that this Amendment was properly adopted.

