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*Pinebrook Homeowners Association
617 NE 127th Avenue
Vancouver WA 98684*

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AMENDMENT TO AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE PLAT OF PINEBROOK

This Amendment is effective the 29th day of April, 2000, as certified by the President and Secretary of the Pinebrook Homeowner's Association pursuant to the requirements of Article XII, Section 3 of the Amended Declaration of Covenants, Conditions, and Restrictions of the Plat of Pinebrook dated November 14, 1973 (the "Declaration") in the following manner:

1. Article VI, Section 1 is hereby amended in its entirety as follows:

Section 1. Exterior Maintenance

The Association will provide exterior maintenance upon each lot subject to assessment hereunder as follows: Paint, repair, replace and maintain roofs, gutters, downspouts, trees, shrubs, and grass. Maintenance shall not include repair or replacement of glass surfaces, driveways, garage doors, decks, fences, siding or other exterior building surfaces, or any other repair or replacement of improvements on any lot that would reasonably be interpreted to be capital repairs or improvements. Such repairs or replacements shall be the sole responsibility of the lot owner. The cost of maintenance described herein will be a common expense paid out of assessments described in Article VII; provided, however, that the Association's Board of Directors shall determine the priority and needs of the Association and its members in its discretion, using reasonable business judgment, in making allocations from the annual assessments collected for maintenance, repair and replacement responsibilities hereunder. The decisions of the Board of Directors shall be final in this regard.

If damage occurs to any improvement for which the Association has responsibility under this Section, through the willful or negligent act of any owner, their family,

AMENDMENT TO AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE PLAT OF PINEBROOK - 1

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LAW OFFICES OF
LANDERHOLM, MEMOVICH,
LANSVERK & WHITESIDES, P.S.
915 Broadway
P.O. Box 1086
Vancouver, Washington 98666
(360) 696-3312

successors, assigns, tenants, guests or pets, the cost of such damage will be charged to the owner in an amount equal to the cost of repair or replacement, and shall become a part of said owner's assessment due and payable to the Association. Determination of what damages shall be charged to the owners shall be made by the Association's Board of Directors.

2. Article VI, Section 2 is hereby amended in its entirety as follows:

Section 2. Maintenance and Lighting of the Common Area

In addition to the exterior maintenance described in Section 1 above, the Association will also provide exterior lighting for and maintenance and irrigation of the Common Area and improvements located thereon, including grass, trees, shrubs and walks.


If damage occurs to any improvement for which the Association has responsibility under this Section, through the willful or negligent act of any owner, their family, successors, assigns, tenants, guests or pets, the cost of such damage will be charged to the owner in an amount equal to the cost of repair or replacement, and shall become a part of said owner's assessment due and payable to the Association. Determination of what damages shall be charged to the owners shall be made by the Association's Board of Directors.

3. Article VII, Section 2 is hereby amended in its entirety as follows:

Section 2. Purpose of Assessments

The assessments levied by the Association shall be used for the purpose of fulfilling the responsibilities of the Association as set forth in this Declaration and, generally, for promoting the recreation, health, safety, and welfare of the residents of the Properties as determined by the Association's Board of Directors in its discretion, using reasonable business judgement.

4. Except as amended herein, all other terms and conditions of the Declaration shall continue in full force and effect.



President

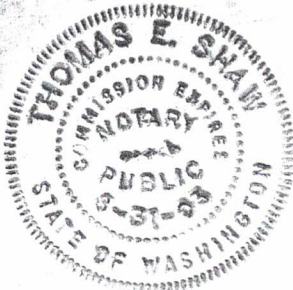
Recorders Note
No Reference Number Given

Nellie Bruns
Secretary

STATE OF WASHINGTON)
) ss.
County of Clark

I certify that I know or have satisfactory evidence that **RODNEY HOENISCH** is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Pinebrook Homeowner's Association, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: August 22, 2000



Thomas E. Shaw
Notary Public in and for the
State of Washington, residing
At Clark County.
My appointment expires 8/31/2003

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that **NELLIE BRUNS** is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Secretary of Pinebrook Homeowner's Association, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: August 22, 2000



Thomas E. Shaw
Notary Public in and for the
State of Washington, residing
At Clark County.
My appointment expires 8/31/2003

AMENDMENT TO AMENDED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
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