



After recording return to:

Northwest Homes, LLC

202 E. Anton Ave. #201

Coeur d'Alene, ID 83815

Reference # (if applicable): 5423171, 5515063, Addl. reference number on page 2  
Grantor(s): (1) Northwest Homes, L.L.C. (2) \_\_\_\_\_  
Grantee(s): (1) The Valley Condominiums (2) \_\_\_\_\_  
Additional Grantor(s) on pg. \_\_\_\_\_ Additional Grantee(s) on pg. \_\_\_\_\_  
Legal Description (abbreviated): Units 11210-A, 11210-B, 11210-C, 11210-D, 11212-A, 11212-B, 11212-C, and 11212-D. The Valley Condos as per plat recorded in Vol. 8 of Condos, Page 25; City of Spokane Valley  
Additional legal(s) \_\_\_\_\_  
Assessor's Tax Parcel ID# 45212.2501; 45212.2502; 45212.2503; 45212.2504; 45212.2507; 45212.2508; 45212.2509; 45212.2510

**SECOND AMENDMENT TO CONDOMINIUM  
DECLARATION FOR THE VALLEY CONDOMINIUMS**

The Condominium Declaration for the Valley Condominiums recorded August 18, 2006 under Spokane County, Washington Auditor's Recording Number 5423171 ("Declaration"), and amended March 28, 2007 under Spokane County, Washington Auditor's Recording Number 5515063 ("First Amendment") is amended by this Second Amendment ("Second Amendment") as follows:

Pursuant to the rights reserved to Declarants in the Declaration, Declarants hereby amend the Declaration as follows.

1. The perimeter of the Condominium is revised and amended to encompass the areas shown on the First Amended Condominium Plan of the Valley Condominiums being recorded contemporaneously herewith.

2. As a result of this Amendment, Unit P shown in the original Condominium Plan for the Valley Condominiums is deleted and removed from the Condominium.

3. Section 5.1 is amended to reflect that the Condominium consists of 19 Units as of the adoption of this Second Amendment.

4. As of the adoption of this Amendment, Declarants acknowledge that 11 of the 19 Units are now improved with completed dwellings, namely Units 11210, A through D; 11212, A through D; and Units E, F, and O. As of the adoption of this Amendment, eight of the Units are not yet improved with dwellings, namely Units G, H, I, J, K, L, M, and N.

5. Section 5.4 is hereby considered amended to allocate 88% of the total value of the Condominium equally among the 11 Units with completed or substantially completed dwelling Units, and 12% of the total value of the Condominium equally among the remaining 8 Units that are not improved with dwelling structures (allocated 1.5% to each such Unit).

6. Declarants also recognize that, as a result of this Second Amendment, the legal description and configuration have changed to re-include a portion of real property that was contained within the original plan for the Condominium, but was removed by a short plat of a portion of said original property within the original Condominium Plan.

7. Declarants further recognize and agree that Units E, F, G and O are now owned by the McManus Family Limited Partnership. Units E, F and O are improved with dwelling structures, and should share in Common Expense Liabilities on a basis different than those allocated to other Units with completed dwellings. Specifically, the amount of the Common Expense Liability for customary expenses for Units E, F and O, as determined by the Association in its reasonable discretion, shall amount to 68% per Unit as compared to the amount of customary obligations for such items allocated to each of the other Units with completed dwellings. Customary Common Liability Expenses include typical management and administration costs, routine and anticipated maintenance of Common Elements, Association insurance obligations, and similar obligations.

In consideration of the reduced Common Expense Liability obligations imposed on Units E, F and O, the Association and other Condominium Owners shall have no obligation to pay any part of sewer, water or electricity provided for the benefit of Units E, F and O, or to have those costs be covered by the Association as part of the Common Expense Liability for the Condominium and/or its Association. Instead, Units E, F and O, and the respective Owners of those Units shall be individually responsible for all sewer, water and electricity provided to their Units.

At such time, if ever, as a dwelling is completed on Unit G, its Common Expense Liability obligation and direct obligation for water, sewer and electricity will be calculated and treated in the same manner as is provided above for Units E, F and O.

In addition to the above, should unanticipated Common Expense Liabilities arise in connection with the Condominium that have not reasonably been anticipated or provided for by the Association through payment of other Assessments, the Owners of all Units with improved dwellings shall be responsible for paying an equal share of the cost thereof, which obligation shall also apply to the Owners of Units E, F and O (and once improved with a dwelling, to Unit G). Such expenses would included, but not necessarily be limited to,


extraordinary costs for repair of unexpected failures, casualty losses and damage to Common Elements for which sufficient insurance proceeds are not received by the Association to cover repair and/or restoration costs. The Association shall have the right to determine the nature and amount of any such extraordinary obligations, acting through its Board, in the Board's reasonable good faith discretion.

8. Except as modified by this Second Amendment, the Declaration as amended by the First Amendment shall remain unchanged.

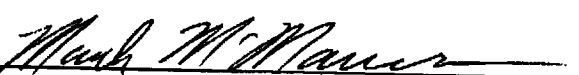
9. The First Amended Condominium Plan of the Valley Condominiums has been recorded, this date, under Spokane County Recording No. 5631971.

10. This Second Amendment is effective as of the date of its recording.

NORTHWEST HOMES, L.L.C.,  
a Delaware limited liability company

By:   
Name: Mike Rai  
Its: Managing Member

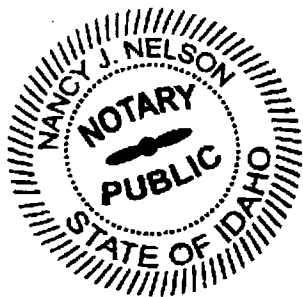
McMANUS FAMILY LIMITED PARTNERSHIP

By:   
Name: Mark McManus - Member  
Its: General Partner of McManus Properties, LLC, a Washington limited liability company

IDAHO  
STATE OF WASHINGTON )  
COUNTY OF Kootenai ) ss.

I certify that I know or have satisfactory evidence that MIKE RAI is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Managing Member of NORTHWEST HOMES, L.L.C., a Delaware limited liability company, to be the free and voluntary act of such company for the uses and purposes mentioned in the instrument.

Dated this 17<sup>th</sup> day of January, 2008.



Nancy J. Nelson  
(Signature of Notary)

Nancy J. Nelson  
(Legibly Print or Stamp Name of Notary)  
Notary public in and for the state of Washington,  
residing at Coeur d'Alene  
My appointment expires 2/27/2010

STATE OF WASHINGTON )  
COUNTY OF Spokane ) ss.

I certify that I know or have satisfactory evidence that MARK McMANUS is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the General Partner of McMANUS FAMILY LIMITED PARTNERSHIP, to be the free and voluntary act of such partnership for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

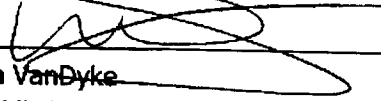
\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)  
Notary public in and for the state of Washington,  
residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

STATE OF Washington )  
 )-ss  
COUNTY OF Spokane )

I certify that I know or have satisfactory evidence that **Mark McManus**, (s) are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) is/are authorized to execute the instrument and acknowledged it as the **Member of McManus Properties, LLC a General Partner of The McManus Family Limited Partnership, a Washington Limited Partnership** to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 1.15.08



Mary Beth VanDyke  
Notary Public in and for the State of Washington  
Residing at: Spokane  
My appointment expires: 10/17/2009



