

WHEN RECORDED RETURN TO:

Buskirk Province, Inc., P.S.
3473 Lowell, Suite 200
Silverdale, WA 98383



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Kitsap Co, WA

DOCUMENT TITLE(S):

First Amendment to Declaration

REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED: N/A

GRANTOR(s):

SUMMERWIND ASSOCIATION

GRANTEE(s): N/A

LEGAL DESCRIPTION:

Lots B, C and D of Short Plat No. 4688, Auditor's File Nos. 9303290324 and 9303290327, Southwest Quarter, Section 15, Township 25 North, Range 1 East; Lots B, C and D of Short Plat No. 4678-R1, Auditor's File Nos. 9310080261 and 9310080262, Southwest Quarter, Section 15, Township 25 North, Range 1 East

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s): N/A

The Auditor/Recorder will rely on the information provided on this form. The Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

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FIRST AMENDMENT TO DECLARATION

The undersigned, being the President of Summerwind Association, pursuant to the provisions of Article XVII of the Declaration of Protective Covenants, Restrictions, Easements and Agreements for the Plat of Summerwind, said Declaration recorded under Kitsap County Auditor's Recording No. 9411170020 on November 17, 1994, submits the following Amendment to the above-referenced Declaration of Protective Covenants for Summerwind, as amended:

AMENDMENT:

Section 7.4 - Voting is amended by adding the following additional paragraph at the end of said section: "Voting by each member may be submitted via mail."

Section 9.4 - Insurance is amended by deleting the existing Section 9.4 and replacing the text of the section with:

The Board shall obtain and pay for policies of insurance or bonds providing Common Areas property and casualty coverage, and for fidelity of Association officers and other employees, the requirements of which are more fully set forth hereinafter.

Section 11.1 - Insurance Coverage is amended by deleting the existing Section 11.1 and replacing the text of the section with:

The Board shall obtain and maintain at all times as a common expense a property and casualty insurance policy or policies covering all of the Homes and Common Area (and Common Area improvements), including common personal property and supplies belonging to the Association which shall include at minimum:

Section 11.1.1 - Casualty is amended by deleting the existing Section 11.1.1 and replacing the text of the section with:

Casualty and Property Insurance with extended coverage (including vandalism, malicious mischief, sprinkler leakage, debris removal, wind storm and water damage endorsement) in an amount equal to the full insurable current replacement value (without deduction for depreciation and exclusive of land foundation excavation and other items normally excluded from coverage of each of the Homes and of the Common Areas and Common Area improvements). Such insurance shall include within its coverage all portions of the structures, including all structural interior components, permanent fixtures, walls, and carpets, original construction and subsequent upgrades. Such insurance shall not be required to include the personal property of any Owner except for the following items: washer, dryer, dishwasher and refrigerator. It shall be the responsibility of the Owner to



BUSKIRK PROVINCE INC

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notify the Association of any real property improvements exceeding \$5,000. The Association shall be named as insured. Nothing herein shall preclude the Board from obtaining such other casualty and property insurance as the Board shall determine to give substantially equal or greater protection. All insurance shall be obtained from an insurance carrier rated Triple A (and rated as in Class VI or better financial condition by Best's Insurance Reports or equivalent rating service, and licensed to do business in the State of Washington.

Section 11.2 - Owner's Additional Insurance is amended by deleting the existing Section 11.2 and replacing the text of the section with:

Each Owner may obtain, at his own expense, additional insurance respecting: the contents of his Home; any portion of such Home not covered by the policies obtained under Section 11.1; and the Owner's liability incident to the ownership or use of such Home and Lot. each Owner shall obtain, at his own expense, general comprehensive liability insurance, with minimum limits of three hundred thousand dollars (\$300,000.00) per person.

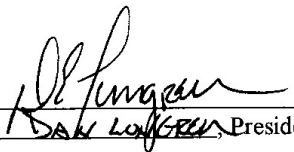
CERTIFICATE:

The undersigned President of Summerwind Association, by executing this Amendment, certify that said Amendment has been approved by 75% of the Owners, 75% of the Mortgagees, and there has been consent of the Declarant, Stafford Construction, Inc. as required by Article XVII of the Declaration of Protective Covenants, Restrictions, Easements and Agreements for the Plat of Summerwind and that all other requirements of Article XVII have been complied with.

Except as amended herein, the remainder of said Declaration and First Amendment to Declaration shall remain unchanged.

DATED this 16 day of Dec, 1998.

Summerwind Association

By 
Dan Lofgren, President



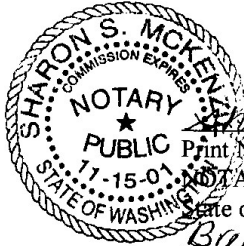
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STATE OF WASHINGTON)

) ss.
County of Kitsap)

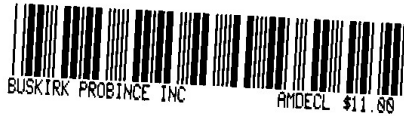
On this 16th day of Dec, 1998, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Dan Leungren, to me known to be the President of Summerwind Association, the organization that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said organization for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.



Sharon S McKenzie
Print Name: Sharon S McKenzie
NOTARY PUBLIC in and for the
State of Washington, residing in
Bremerton
My Commission Expires: 11/15/01

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