

08/19/2025 02:22:13 PM

7435533

Recording Fee \$313.50 Page 1 of 11
Amendment SPOKANE RV RESORT OWNERS ASSOCIATION
Spokane County Washington



**Recorded at the Request of
and after Recording return to:**

Spokane RV Resort Owners Association
PO Box 1997
Deer Park, WA 99006

Indexing Data

Document Title: Eighth Amendment to Condominium Declaration of Spokane RV Resort, Deer Park
Washington, a Condominium

Indexing Data

Document Title	Eighth Amendment to Condominium Declaration of Spokane RV Resort, Deer Park Washington, a Condominium
Grantor	Spokane RV Resort Owners Association
Grantee	Spokane RV Resort Owners Association
Short Legal	<u>Fee Owned Lots:</u>
Full legal descriptions on page 1	<i>Phase 1 of Spokane RV Resorts, Deer Park, Washington, Block A, Lots 1-23, Block B, Lots 1-18, Block C, Lots 1-11, Block D, Lots 1-5, Block I, Lots 1-11, Tract D Common Area;</i> <i><u>DEER PARK GOLF & COUNTRY CLUB CONDOMINIUMS: TR. d</u></i>
Document Affected	Spokane RV Resort Condominium Declaration, recorded February 25, 2003, under AF No. 4851662
Tax Parcel Nos.	29361.0301, 29361.0302, 29361.0303, 29361.0304, 29361.0305, 29361.0306, 29361.0307, 29361.0308, 29361.0309, 29361.0310, 29361.0311, 29361.0312, 29361.0313, 29361.0314, 29361.0315, 29361.0316, 29361.0317, 29361.0318, 29361.0319, 29361.0320, 29361.0321, 29362.0401, 29362.0402, 29362.0403, 29362.0404, 29362.0405, 29362.0406, 29362.0407, 29362.0408, 29362.0409, 29362.0410, 29362.0411, 29362.0412, 29362.0413, 29362.0414, 29362.0415, 29362.0416, 29362.0417, 29362.0418, 29362.0501, 29362.0502, 29362.0503, 29362.0504, 29362.0505, 29362.0506, 29362.0507, 29362.0508, 29362.0509, 29362.0510, 29362.0511, 29362.0601, 29362.0602, 29362.0603, 29362.0604, 29362.0605, 29362.1101, 29362.1102, 29362.1103, 29362.1104, 29362.1105, 29362.1106, 29362.1107, 29362.1108, 29362.1109, 29362.1110, 29362.1111.

Eighth Amendment to Condominium Declaration of Spokane RV Resort, Deer Park Washington, a Condominium

This Eighth Amendment to the Condominium Declaration of Spokane RV Resort (the “Declaration”) is made as of June 10, 2025, by the Spokane RV Resort Owners Association (the “Association”), a Washington nonprofit corporation.

Recitals:

- A. The original Declaration was recorded on February 25, 2003, under Spokane County Auditor’s File Nos. 4851661 and 4851662, and is recorded in Volume 10 of Condominiums, pages 67–68, records of Spokane County, Washington.

The Declaration has been previously amended by seven recorded amendments. This Eighth Amendment has been duly adopted pursuant to Article 19.1 of the Declaration, as amended by Amendment 1, and in accordance with RCW 64.34.264.

Spokane RV Resort, Deer Park, Washington, a Condominium (the “Condominium”), includes Phase 1 and Phase 2 as shown on the amended plat recorded under Spokane County Auditor’s File No. 5962210, in Volume 10 of Condominiums, pages 67–68. Phase 3 is shown on the plat recorded under Auditor’s File No. 6071993, in Volume 10 of Condominiums, pages 71–72.

The Declaration has been amended as follows:

- **First Amendment** (AFN 5962209), revising various provisions;
- **Second Amendment** (AFNs 6071992 and 6249093), adding Phase 3;
- **Third and Fourth Amendments** (AFNs 6279360 and 6242409), withdrawing Phase 2; and
- **Sixth Amendment**, withdrawing 82 lots from Phase 1 and all of Phase 3, leaving the Condominium with 66 fee-owned lots and one Association-owned common area, **Tract D**.

The withdrawn areas included:

1. Phase 3 lots and tracts under AFN 6071993 (Tracts A, B, C, Common Roads, and Drainage Easements), and
2. Tracts A–E, Private Roads, and other parcels under AFN 5962210.

Except as specifically amended herein, all other terms and provisions of the Declaration shall remain in full force and effect. This Amendment is effective upon recording.

B. The undersigned, being the duly authorized officers of Spokane RV Resort Owners Association (the "Association"), hereby certify that the Eighth Amendment to the Condominium Declaration of Spokane RV Resort was submitted to the Owners of the Lots for approval in accordance with Article 19.1 of the Declaration.

The Association provided electronic ballots to all Owners with available email addresses and notified others in person.

The results of the vote on the Proposed Amendment 8 and related CC&R changes were as follows:

- Total number of Lots: 66
- Votes received: 48 (including 2 proxy votes)
- Votes in favor ("YES"): 46
- Votes against ("NO"): 1
- Abstentions: 1

Based on the allocated voting interests, the required threshold of sixty-seven percent (67%) approval was met.

Accordingly, the Eighth Amendment was duly approved by the Owners and is hereby adopted pursuant to the authority granted under Article 19.1 of the Declaration and applicable Washington law.

C. Intent for Continued Use of Public Golf Course

The owner of the Deer Park Golf Club has stated its intent that the Deer Park Golf Club shall exist in perpetuity as a public golf course, for the benefit of Spokane RV Resort at Deer Park, Washington, and the public.

Said covenants, conditions, restrictions, reservations, limitations and obligations shall run with the Property and the Parcels, and shall be binding upon any person acquiring or owning any interest in the Parcels and the Property, their grantees, successors, heirs, executors, administrators, devisees and assigns.

All transactions will comply with Washington State Law (RCW 64.34) and Spokane County ordinances.

D. Approved Amendments to Declaration:

These amendments make changes, additions, and clarifications to various sections and paragraphs of the Declaration, as referenced below:

1. Paragraph 2.1-- Property shall be amended to read as follows:

Define Lot Numbers:

This portion of the Property hereby submitted to the Act and/or this Declaration is described in Exhibit A as Phase 1, 2 and 3, **currently lots 94-161.**

2. Amended Paragraph 7.1 -- Form of Association shall read as follows:

Form of Association

The Association shall administer the Condominium and shall be a Nonprofit Incorporated Association formed under the provisions of this Declaration and the Condominium Act of 1989, aka Chapter 64.34 RCW. **The Association may use the name "Spokane RV Resort Owners' Association aka Deer Park RV Owners' Association" or "Deer Park RV Owners' Association."**

3. New Paragraph 8.1.2.1 shall be added to the Declaration as follows:

To prevent conflict of interest with the resort, the majority of Board members should not be G7 employees to maintain neutrality in decision-making.

4. Paragraph 8.3.2 Common Expense Liabilities shall be amended to read as follows (title amended):

8.3.2 Common Expense Liabilities for Dog Park Area

8.3.2.1 (previously K) Insurance policies as required in the Bylaws.

8.3.2.2 (previously L) Legal and accounting services for the administration for the Dog Park Area.

8.3.2.3 (previously M) Maintenance, repair, landscaping, furnishing and equipping the Dog Park Area.

8.3.2.4 (previously N) Payment of expense liabilities for the Dog Park Area.

8.3.2.5 (previously O) Purchase of personal property for the benefit of the owners in the name of the Association. The beneficial interest in such property shall be owned by the Association members and shall be held, sold, rented, mortgaged, or otherwise dealt with for the benefit of the Owners and the Association as the Board may direct.

5. Paragraph 9.1.4 – Period of Occupancy shall be deleted in its entirety.

The stricken text is shown below for reference:

~~Occupancy, as a minimum, shall be from April 1 through November 15 each year, weather permitting.~~

6. Paragraph 9.2 – Permissible Additions to a Parcel shall be amended to read as follows:

Subject to written approval of the Board as to location, design, materials, and finish, and adherence to the Condominium's ~~Design Criteria~~ *(added)* **Architectural Control Guidelines**, an Owner, at his or her own cost and expense, may install the following additions and improvements on their Parcel:

- A. Custom tiling or other surfacing of Pad and patio
- B. Custom barbecue and kitchen
- C. ~~Custom recreational facilities and/or spas~~ *(added)* **Custom sheds and/or gazebos**
- D. Custom landscaping

7. Paragraph 9.9 shall be amended to read as follows:

Except as may be installed by the ~~Declarant~~ *(added)* **Association, or G7, or as lights on security devices**, no spotlights, and floodlights, or similar type high-intensity lighting shall be placed or utilized upon any Parcel, which in any way allows light to be reflected on any other Parcel, or on the improvements thereon, or upon the Common Elements or any part thereof, without the prior written consent of the Board.

8. Paragraph 9.11 shall be amended to read as follows (strikeouts shown; new text added):

All ~~permitted~~ vehicles must be parked on their Owner's Parcel or in ~~such~~ other areas as designated by the Board from time to time, in writing, by its rules and regulations, except as varied by written rules adopted by the Board. ~~All vehicles parked in the Property must display a current Spokane RV Resort identification tag. Vehicles without current identification tags will be liable to be towed at Owner's expense.~~

~~All vehicles parked in the Property must display a current Spokane RV Resort identification tag. Vehicles without current identification tags will be liable to be~~

towed at Owner's expense.

The following text is added to Paragraph 9.11:

Residents may park two licensed vehicles and one golf cart on their lot, on paved area only. An exception for loading or unloading other vehicles (i.e. boats and trailers, utility trailers, and other Owner equipment) on the parking place is allowed for up to 72 hours.

Exception for parking behind Lots 94–134 (even-numbered lots on the east side of the Association only):

Owners will be allowed to remove grass and existing tree to add gravel for parking one (1) licensed passenger vehicle behind their RV on the east end of the lot. No vehicle will be allowed to park on or overlap the east property boundary line.

All improvements, changes, or additions to any lot are to be submitted to the Board of Directors or their designee in writing as defined in the Architectural Guidelines and must comply with all Association Guidelines and Rules.

Until written authorization has been received from the Board, or its authorized representative, no work or contracting for services or ordering of supplies or other additions may be started.

9. Paragraph 9.11.1 – Streets shall be amended to read as follows (strikeouts and additions shown):

No vehicles shall be parked on *(added)* or **extend over** any Common Element roadway within the Condominium *(added)* **overnight** *(delete)* ~~at any time, except for emergency or delivery vehicles temporarily there.~~

10. Paragraph 9.17 – Rentals shall be amended to read as follows (strikeouts and additions shown):

~~Unless rented by the Association or Declarant, an~~ **An** Owner may rent a Parcel to two *(2) (added)* **only 55-Plus adults** for recreational purposes for a continuous period of at least ~~30~~ *(added)* **seven (7)** days, according to a written lease. *(added)* **The Owner must notify the Board of Directors by e-mail of the date of the rental and the renter's contact information.**

11. Paragraph 9.19 – Exterior Exposure shall be amended to read as follows:

(added) **With the exception of Owner identification signs as permitted in Section 9.8 of this declaration, No no owner shall cause or permit anything to be hung or displayed on the outside of doors or placed on the outside walls of a Recreational Vehicle, and no sign shall be affixed to or placed upon the exterior walls of a recreational vehicle, and no sign shall be affixed to or placed upon the exterior walls or roof or part thereof, without the prior written consent of the Board. No evaporative coolers, ventilation fans, or solar panels may be placed on any roof of a Recreational Vehicle or elsewhere on the Parcel so as to be visible from the view of a neighboring property, Common Element roadways or streets, without the prior written consent of the Board.**

No unsightly condition shall be permitted to remain upon any Parcel that is visible from neighboring property or the street.

12. New Section 9.25 – Fair Housing Act Compliance *(Approved by Owner Vote October 22, 2022)* shall be added to the Declaration as follows:

In order to comply with the Federal Fair Housing Act (42 U.S.C 3600-3620) and current Regulations promulgated by the Department of Housing and Urban Development thereunder, the following restrictions apply to the Property:

9.25.1 Age Restriction

Deer Park RV Owners Association is a 55 Plus community resort. At least one resident of each Lot must be 55 years of age or older (the Qualifying Resident), no person under the age of 55 may reside on the Lot unless the Qualifying Resident is residing on the Lot, and no person under the age of 18 years shall be permitted to occupy the Lot except as a Guest (the Age Restriction).

<https://www.justice.gov/crt/fair-housing-act-1/>

9.25.1.1 Proof of age upon purchase or rental of a lot is required to be submitted to the Association prior to Lot sale closure or rental agreement.

9.25.1.2 One (1) of the two (2) residents permitted to occupy a lot must have passed a fifty-fifth (55th) birthday at the time of occupancy.

9.25.1.3 A second resident of the household must be at least forty (40) years of age. (Exception: when the Board has granted written approval.)

9.25.1.4 No child may reside in the Association as a resident.

9.25.1.5 Special Age Waivers

A temporary waiver may only be granted to the owner, non-owner occupant, an immediate family member or legal representative upon written request.

- a. When the owner/non-owner occupant is not occupying a lot due to health or hardship reasons, age restrictions may be temporarily waived under the following conditions:**
 - 1. Opening/closing the premises**
 - 2. Preparation for sale or rental**
 - 3. Other circumstances the Board deems appropriate**

- b. The request for a special age waiver must be approved by the Board prior to occupancy and include:**
 - 1. The specific health/hardship reason(s)**
 - 2. What is to be accomplished**
 - 3. The time frame involved**
 - 4. The names of the party(ies) to occupy the unit (no more than two (2) adults)**

9.25.2 Tenants, Lessees and Owners

The Age Restrictions apply to all occupants, whether Owners, residents, Tenants, Lessees or otherwise, and regardless of whether such occupancy is a result of a written or verbal agreement, purchase contract or other agreement or arrangement.

9.25.3 Notices and Advertising Requirements

There shall be one or more notices posted in the community indicating that it is a 55 or over community. All advertising or sales, rental, or related material for Lots within Deer Park RV Owners Association must include reference to Deer Park RV Owners Association as a 55-Plus Community and all agreements, leases or other occupancy arrangements must disclose the existence of these policies and procedures.

9.25.4 Age Restriction Exceptions

If a Qualifying Resident dies or terminates residency of a Lot as a result of illness, divorce, or legal separation, and if the remaining resident is not 55 years of age, so long as (1) at least 80% of the Lots in Deer Park RV Owners Association have a Qualifying Resident, and (2) the

remaining resident is at least forty (40) years old, the Association shall have the right, if it reasonably determines that the lifestyle of the remaining resident is believed to be compatible with the mature lifestyle intended in Deer Park RV Owners Association, to elect to allow the remaining resident to reside on the Lot without violation of the Age Restrictions. The Board shall have the right to approve a limited number of occupant(s) less than 55 years of age for hardship or compassionate reasons.

Existing lot owners as of the effective date (October 14, 2022) of the 55-Plus may will the property to adult children, provided that the 80 percent level of ownership is maintained. Renting of these properties shall comply with the 55-Plus rule.

9.25.5 Facilities and Services

Facilities and services specifically designed to meet the physical or social needs of older persons, as may be required by the Condominium Act or the Regulations shall at all times be available to residents of Deer Park RV Owners association.

9.25.6 Self-Certification

The Association shall take advantage of and comply with the requirements of any self-certification procedures provided for in the Regulations.

- a. Survey of Owners every two years.
- b. Keep documentation showing that at least 80% of the Lots have at least one individual over 55.
- c. Notices and Advertising markets only to this older age group.

9.25.7 Policies and Procedures

- a. The Association shall adopt and publish policies and procedures that demonstrate the intent to operate as a 55 and over community.

9.25.8 Residency Limitation

No person or persons under the age of eighteen (18) shall reside upon a Lot for more than a reasonable period or periods during any calendar year, which period or periods shall be governed by applicable provisions of the Association Rules.

13. Paragraph 21.1 – Service of Process shall be amended to read as follows:

Service of process against the Association shall be made upon the Spokane RV Resort Owners Association, PO Box 1997, Deer Park, WA 99006.

14. Paragraph 21.7 ~~Sale of Recreational Vehicles [SECTION DELETED]~~

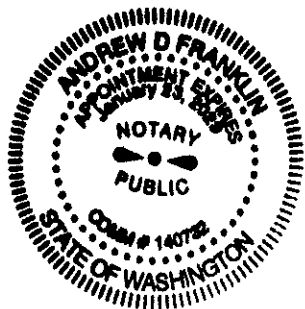
~~Notwithstanding any other provisions of this Declaration, Declarant shall have the right at any time, either directly or through a related, subsidiary, or affiliated corporation or entity or through the sale or lease of Parcels to a third party or entity, to conduct Recreational Vehicle sales from the Condominium Parcels.~~

IN WITNESS WHEREOF, the Spokane RV Resort Owners Association, a Washington nonprofit corporation, has caused this Eighth Amendment to the Condominium Declaration of Spokane RV Resort to be executed by its duly authorized officer as of this 19 day of August, 2025.

By Robert L. Voshall
President

STATE OF WASHINGTON
County of Spokane

This record was acknowledged before me on this 19 day of August, 2025, by Robert L. Voshall, President of Spokane RV Resort Owners Association.



[Signature]
Notary Public in and for the State of WA

My commission expires: January 23, 2025