

After Filing Return To:
 Seattle Housing Authority
 Attention: Asset Management
 120 Sixth Avenue N.
 P. O. Box 19028
 Seattle, WA 98109-1028

CONFORMED COPY

20070406000550
 FIRST AMERICAN COV 34.00
 PAGE 001 OF 003
 04/06/2007 10:14
 KING COUNTY, WA

**SIXTH AMENDMENT TO DECLARATION
 OF COVENANTS, CONDITIONS AND RESTRICTIONS
 [NEW RAINIER VISTA]**

Grantor(s):	HOUSING AUTHORITY OF THE CITY OF SEATTLE, D/B/A SEATTLE HOUSING AUTHORITY, a Washington public body corporate and politic
Grantee(s):	The Public
Abbreviated Legal Description	New Rainier Vista Phase I, Vol. 217, p. 52.
Legal Description:	See Exhibit A
Assessor's Property Tax Parcel Account Number(s):	605610-0230-00; 605610-0250-05; 605610-0260-03; 605610-0290-17; 605610-0300-05; 605610-0310-03; 605610-0320-01; 605610-0330-09; 605610-0340-17; 605610-0350-04; 605610-0370-00; 605610-0380-08; 605610-0400-04; 605610-0410-02; 605610-0580-00; 605610-0590-04
Related Documents:	20031015001458(Original Declaration); 20040115001029 (1 st Amendment); 20050420001488 (2 nd Amendment) 20060731001707 (3 rd Amendment) 20060927001404 (4 th Amendment) 20061115001969 (5 th Amendment)

THIS SIXTH AMENDMENT ("Amendment") is made effective March 1, 2007, to amend the Declaration of Covenants, Conditions, & Restrictions for New Rainier Vista dated October 8, 2003, and recorded under King County Recording No. 20031015001458, as amended by Amendment No. 1 dated January 14, 2004 and recorded under King County

1ST AM CM-2496

Recording No. 20040115001029; Amendment No. 2 dated April 19, 2006, and recorded under King County Recording No. 20050420001488; Amendment No. 3 dated April 24, 2006 and recorded under King County Recording No. 20060731001707; Amendment No 4 dated September 27, 2006 and recorded under King County Recording No. 20060927001404; and Amendment No 5 and recorded under King County Recording No. 20061115001969 (collectively "Declaration"). All capitalized terms used in this amendment shall have the same meaning as the Declaration. This amendment is made by Declarant pursuant to Section 14.2(a) of the Declaration.

1. **Definition.** Article 1 of the Declaration is amended by adding new definitions" as follows:

1.5-a. Block. The Blocks containing lots or other Tracts as shown on the face of Plat of the High Point Community, Volume 221 of plats, Pages 4 – 35, records of King County, WA, as it may be amended.

1.12-a. Homeowner An Owner of a Unit for his/her occupancy and use, who is not a Builder.

2. **Date of Commencement of Assessments.** Declarant hereby amends and restates in its entirety Section 7.9 of the Declaration relating to the date for commencement of assessments (new language is underlined):

Section 7.9 Date of Commencement of Assessments. The obligation to pay Base Assessments for Common Expenses and to pay Specific Assessments for maintenance of Attached Housing shall commence as to each Unit, after the Board first determines a budget and levies assessments, upon the earlier of (a) six months after the date of conveyance of any Unit by Declarant to a Builder, or (b) the date of conveyance of any Unit by Declarant or Builder to any Homeowner~~Person other than a Builder.~~ The Association will assume responsibility for maintenance of the Attached Housing upon issuance of a certificate of occupancy for the Unit. Builders shall maintain the Attached Housing as provided in Section 4.1 until the Association assumes responsibility therefor, and thereafter the Builders shall pay Specific Assessment charges for each unit until closing of the sale to a Homeowner.

Notwithstanding the foregoing dates for the general commencement of assessments, (a) any portion of the Base Assessments to create reserves for any improvement, installation or replacement of common areas owned or maintained by the Association, and (b) any portion of Specific Assessments to create reserves for those components of Attached Housing that are the responsibility of the Association under Section 4.1, shall commence block-wide by each Block owned by a Builder (i.e. will commence at the same time on all Units in a given Block) six (6) months after the initial sale of any Unit in that Block to a Homeowner, which reserve assessment shall be paid by the owner of the Unit whether the Unit is owned by a Homeowner or still owned

by a Builder. Builders, at their option, may delay payment of the Reserve Assessment charges until sale of subsequent units to a homeowner, not to exceed six months without incurring late fees or other charges. If the Builder chooses to delay the reserve payment, the Builder will notify the Managing Agent and all accumulated reserve charges for each unsold unit will be due and owing from the Builder at the closing for that unit.

The first annual Base Assessment and Neighborhood Assessment, if any, levied on each unit shall be adjusted according to the number of months remaining in the fiscal year at the times assessments commence on the Unit. Assessments for Submetered Utility Costs shall commence to each Unit when such utility services are provided to the Unit.

2. **No Other Changes.** Except as amended above in this 6th Amendment, the Declaration shall remain in full force and effect in accordance with its terms.

