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WHEN RECORDED RETURN TO:

TRUNKENBOLZ | ROHR | DRISKELL PLLC
12704 EAST NORA AVENUE
SPOKANE, WA 99216

AMENDMENT #1
TO
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
OVERLOOK PLACE AT QUALCHAN

Party Involved: BLACK REALTY, INC.

ABBREVIATED LEGAL: L1, ^{B1}B2 of Qualchan Hills First Addition, Phase 1, PUD, City of
Spokane, Spokane County, Washington.(SEE EXHIBIT "A" FOR FULL LEGAL
DESCRIPTION)

TAX PARCEL NO'S.: 34061.0605, 34062.0601-0602, 0604

Re-record to correct short legal on cover page.



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D-003

**AMENDMENT #1
TO
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
OVERLOOK PLACE AT QUALCHAN**

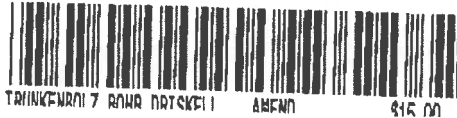
(A Residential Subdivision in Spokane, Washington)

[This amends that certain Declaration of Covenants, Conditions and Restrictions for Overlook Place At Qualchan filed under Spokane County Auditor's No. 4624269 on 08/22, 2001]

FILED AT THE REQUEST OF:

TRUNKENBOLZ | ROHR | DRISKELL PLLC
Attorneys

12704 E. Nora Ave., Suite B
Spokane, Washington 99216
(509) 928.4100



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AMENDMENT OF PRIOR COVENANTS

This Amendment #1 to Declaration of Covenants, Conditions and Restrictions (hereinafter the "CC&R's") shall amend that certain Document entitled Declaration of Covenants, Conditions and Restrictions For Overlook Place At Qualchan, filed of record in Spokane County, Washington, under Auditor's No. 4624269 on 08/22, 2001, which was applicable to the real property described on Exhibit "A" attached hereto.

ADDITIONAL PROVISIONS

A) **UTILITY BILLINGS:** In addition to all of the provisions contained in the CC&R's, which shall remain in full force and effect, the Association created therein shall also have the power and authority to receive billings from the City of Spokane for any City utilities that the City is unable to bill individually and directly to the owners of each lot within the subdivision. This may be as the result of utilities being in the private roadways and streets, or shared with other subdivisions.

In the event that that City is unable to make individual and direct bills to each lot for its utility services, the billing for the usage of said utilities shall be forwarded in bulk to the Association established in the CC&R's and the Association shall be liable therefore. The Association Board shall, in its sole discretion, determine a fair and reasonable method of assessing said charges to the applicable homeowners.

In the event that said utility billings include usage by lot owners in different subdivisions, including any to which the CC&R's do not pertain, the Drainage District Board established in the Joint Drainage Agreement for Qualchan Subdivisions shall be the recipient of said billings and shall allocate that portion applicable to each subdivision and each lot within the subdivision, and each individual subdivision Association shall then assess its share of the said utility billing to the applicable lots within that subdivision, as a normal Association assessment.

All assessments made by the subdivision Association shall be enforceable in all respects as any other assessment issued by said Association.



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B. MONTHLY ASSESSMENTS FOR MAINTENANCE AND OPERATION OF SPECIFIED IMPROVEMENTS IN QUALCHAN HILLS PLATS:

The lots to which this First Amendment are applicable shall, through the Association for the Plat, contribute their prorata share of maintenance and operation expenses (based on the total number of lots in this Plat, the Qualchan Hills Plat and other contributing Plats) for the improvements at the entry gate area and along Lincoln Blvd in the Qualchan Hills Plat, PROVIDED, HOWEVER, the cost per lot in the subject Plat shall be the sum of one dollar (\$1.00) per month for the first year after the date of signing hereof, and thereafter the amount per month shall increase or decrease, depending on the actual costs of the maintenance and operation of the shared common area entry gate and the landscaping/street lighting on Lincoln Blvd. At least once per year the actual cost figures shall be made available and the cost per lot per month shall be adjusted upward or downward, based on said cost being shared by all of the lots in the final plats as stated above.

IN WITNESS WHEREOF, the undersigned, being the Declarant / Developer / Landowners, Secured Parties, or other parties having any interest in the real property described on Exhibit "A" attached hereto, hereby attest, agree and adopt this Amendment #1 to Covenants, Conditions and Restrictions, to apply to said parcels of real property identified in Exhibit "A" for the term stated herein.

DECLARANT/LANDOWNERS:

OVERLOOK PLACE AT QUALCHAN HOMEOWNERS ASSOCIATION

BY: *Dave Black*
DAVE BLACK, PRESIDENT

DATE: 7-30-2001

BY: *Bryan Walker*
BRYAN WALKER, SECRETARY

DATE: 7-30-2001

BLACK REALTY, INC.
BY: *Dave Black*
DAVE BLACK, its President



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STATE OF WASHINGTON)
) ss.
County of Spokane)

On this day personally appeared before me DAVE BLACK to me known to be the PRESIDENT of OVERLOOK PLACE AT QUALCHAN HOMEOWNERS ASSOCIATION, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

GIVEN under my hand and official seal this 30th day of July, 2001.

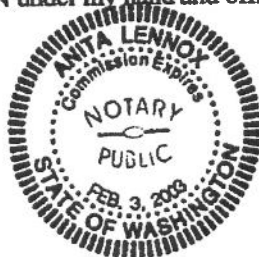


Tracy M. Meachem
Notary Public in and for the State of Washington,
residing in Spokane County
My Commission Expires: 7/12/03

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this day personally appeared before me BRYAN WALKER to me known to be the Secretary of OVERLOOK PLACE AT QUALCHAN HOMEOWNERS ASSOCIATION, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

GIVEN under my hand and official seal this 30 day of July, 2001.



Anita Lennox
Notary Public in and for the State of Washington,
residing in Spokane County
My Commission Expires: 02/03/2003



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July 30, 2001

LEGAL DESCRIPTION

For Dave Black Ownership

Lot 1, Block 1 of Qualchan Hills First Addition, Phase One, P.U.D., according to the plat recorded in Book 21, Pages 46 & 47, in the City of Spokane, Spokane County, Washington.



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STATE OF WASHINGTON } as
COUNTY OF SPOKANE

I, Vicky M. Dalton, Spokane County Auditor, do hereby certify that the foregoing instrument is a true and correct copy of the document received and recorded in my office.

In witness whereof, I hereunto set my hand this 14th day of SEPT. 2001

VICKY M. DALTON, Spokane County Auditor

M. Coldea Deputy