



RETURN ADDRESS

Delian P. Deltchev

522 West Riverside Ave., Suite 800

Spokane, WA 99201

Please Type or Print Neatly & Clearly All Information

Document Title(s)

First Amendment to Declaration of Covenants, Conditions, and Restrictions for the Highland Condominium

Reference Number(s) of Related Documents

5357369

Grantor:

The Highlands, a condominium; Highland Heights Apartments, LLC, as Declarant

Grantee:

The Public

Legal Description (Abbreviated form is acceptable) i.e. Section/Township/Range/1/4 Section : Not applicable

Assessor's Tax Parcel ID Number: Not applicable

The County Auditor 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.

Sign below only if your document is Non-Standard.

I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.01 O. I understand that the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document. Fee for non-standard processing is \$50.

Signature of Requesting Party

AFTER RECORDING, RETURN TO:
DELIAN P. DELTCHEV
522 WEST RIVERSIDE AVE.
SPOKANE, WA 99201

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR THE HIGHLANDS CONDOMINIUM**

SPOKANE COUNTY, WASHINGTON
Recorded on: March 22, 2006
Spokane County Recording No. 5357369

WHEREAS, on March 22, 2006, a Declaration of Covenants, Conditions and Restrictions for the Highlands Condominium (hereinafter Declaration) was recorded with the Spokane County Auditor, under Auditor's File No. 5357369; and

WHEREAS, the record Owners, as defined in the Declaration, desire to amend the Declaration; and

WHEREAS, the record Owners of the required number of Units (and the required number of first mortgages, where applicable) have either voted for or consented in writing to this amendment as provided below;

NOW, THEREFORE, the Association does hereby amend the prior Declaration in these following particulars:

NEW No Smoking Restrictions are added to Article 10 of the Declaration as follows:

10.8. No Smoking: Due to the increased risk of fire, increased maintenance costs and the known health effects of secondhand smoke, smoking is prohibited in Units, private and Common Elements and areas of the Property, all indoor areas and within 25 feet of the building(s) including entryways, balconies and patios. This rule applies to all Owners, tenants, guests, service persons, and all other individuals present on the property, unless excepted under Section 10.8.3 below. Residents and Owners are responsible for ensuring that family members, visitors, roommates and guests comply with this rule.

10.8.1 Definition of "smoking": The term "smoking" means inhaling, exhaling, burning, breathing or carrying any lighted cigar, cigarette or other tobacco or marijuana product or similar lighted product in any manner or in any form.

10.8.2 Required lease provisions for leased premises: All new and renewed leases for any unit on the Property shall not allow smoking and must include the non-smoking provisions in Sections 10.8 and 10.8.1 above.

10.8.3 Exception for "grand fathered individuals": If there are current tenants or Owners who, prior to the adoption date of this non-smoking rule, are both 1) smokers AND 2) tenants or Owners of a Unit these individuals shall be designated as "grand fathered individuals." Owners who purchase or otherwise acquire a Unit on or after the adoption date of this rule are not "grand-fathered individuals." Tenants who are "grand fathered individuals" cease to be "grand fathered individuals" upon the expiration or renewal of their lease. "Grand fathered individuals" shall be allowed to smoke only in their individual Units. Smoking by "grand fathered individuals" shall be prohibited in all other areas as noted above in Item #1, including all non-grand fathered individuals' Units.

All other terms and conditions of the Declaration shall remain in full force and effect, except as modified and as added to by this Amendment.

The undersigned further certify, under oath, that the record Owners of the required number of Units (and the required number of first mortgages, where applicable) have either voted for or consented in writing to this amendment.

DATED this 7th day of July, 2015.
August

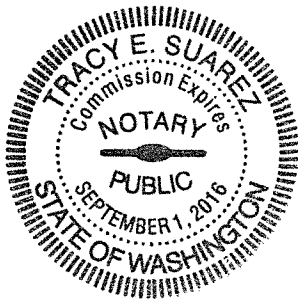
THE HIGHLANDS CONDOMINIUM ASSOCIATION

By: Linda L. Queen
Its: Secretary
By: [Signature]
Its: President

STATE OF WASHINGTON)
) ss
County of Spokane)

On this 29 day of July, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Linda L Queen to me known to be the Secretary of The Highlands Condominium Association and 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 she is authorized to execute the said instrument.

Witness my hand and official seal affixed the day and year first above written

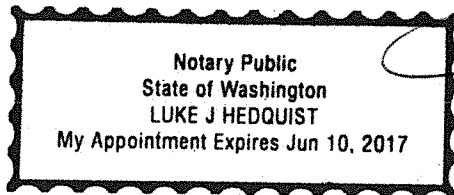


Tracy E Suarez
NOTARY PUBLIC in and for the State of
Washington, residing at Spokane
My Commission Expires: 9-1-2016

STATE OF WASHINGTON)
) ss
County of Spokane)

On this 7th day of August, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Scott L. Lewis to me known to be the President of The Highlands Condominium, the association and 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 is authorized to execute the said instrument.

Witness my hand and official seal affixed the day and year first above written



Luke J Hedquist
NOTARY PUBLIC in and for the State of
Washington, residing at Spokane, WA
My Commission Expires: June 10, 2017