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WHEN RECORDED RETURN TO:

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

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

145847 KS

BETWEEN: OVERLOOK HOMEOWNERS ASSOCIATION aka QUALCHAN L.I.D.
INLAND ASPHALT, INC.
POS DEVELOPMENT
CLS MORTGAGE, INC.
LEXINGTON HOMES, INC.

(Grantee: The Poble)

ABBREVIATED LEGAL: LOTS 1-9, BLOCK 2 OF QUALCHAN HILLS FIRST
ADDITION (SEE EXHIBIT "A" FOR FULL LEGAL DESCRIPTION)

TAX PARCEL NO'S.: 34062.0066, 34062.0060, 34061.0059, 34061.1209, 1210,
34062.1201-1208, 34061.0154, 34062.0418, 34062.0406-0412, 34062.0245, 0244,
0214, 0418, 0141, 0129,

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

(Residential subdivisions in Spokane, Washington)

[This amends that certain Declaration of Covenants, Conditions and Restrictions for Overlook At Qualchan and Overlook Village filed under Spokane County Auditor's No. 4561863 on February 28, 2001]

FILED AT THE REQUEST OF:

TRUNKENBOLZ | ROHR | DRISKELL PLLC
Attorneys

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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 At Qualchan and Overlook Village, filed of record in Spokane County, Washington, under Auditor's No. 4561863 on February 28, 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.

B) **ADDITIONAL LAND INCLUDED:** In addition to all of the provisions contained in the CC&R's, which shall remain in full force and effect, the real property to to which said CC&R's pertain, shall be amended to also include the real property described on Exhibit "B" attached hereto and incorporated herein by this reference. Said additional



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property has been released from the application of the prior covenants and Association obligations that were contained in that certain Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Qualchan Hills, A Planned Unit Development, recorded on November 19, 1991 under Spokane County Auditor's File No. 9111190353, by means of that certain Board Resolution described in the attached notification letter from Qualchan Hills Homeowners Association dated May 2, 2001, a true and correct copy thereof is attached hereto as Exhibit "C" and is incorporated herein by this reference, and by means of that certain Notice of Deletion of Territory At Qualchan Hills Subdivision, dated June 15, 2001 and filed concurrently herewith.

C) OTHER RESTRICTIONS:

Section G, on page 8 of the original Declaration of Covenants, Conditions and Restrictions referenced above, entitled "Other Restrictions", is replaced in it's entirety with the following new language:

Each Owner shall store automobiles and motor vehicles in his or her garage at all times when it is practicable to do so, and shall require that his or her guests' comply herewith and with Paragraph F of the original Declaration of Covenants, Conditions and Restrictions referenced above. No Owner shall permit a guest's automobile or motor vehicle to stand on any roadway or common area for more than 24 consecutive hours, nor shall any owner park, store or keep on his or her Lot, or in the common area, any recreational vehicle (including, but not limited to, any camper unit, house car, motor home, or snowmobile), any bus, trailer, trailer coach, camp trailer, boat, aircraft, mobile home, inoperable vehicle or any other similar vehicle or any vehicular equipment, mobile or otherwise, deemed to be a nuisance by the Board, so as to be visible from anywhere in the subdivision. No Owner of a Lot shall conduct repairs or restoration of any motor vehicle, boat, trailer, aircraft, or other vehicle upon any portion of any Lot or upon the common area, except wholly within the Owner's garage, and then only when the garage door is closed; provided, however, that such activity shall at no time be permitted if it is determined by the Board or its agent or its agents to be a nuisance. Garage doors shall remain closed, except for reasonable periods while the garages are being used. Garages shall be used for garage purposes only and shall not be converted to other uses. Vehicles owned, operated, or within control of any Owner shall be parked in the garage of such owner, to the extent of the space available therein.



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D. 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 HOMEOWNERS ASSOCIATION, F/K/A QUALCHAN L.I.D.

BY: H.E. Brazington
H.E. BRAZINGTON, PRESIDENT

DATE: 7-30-01

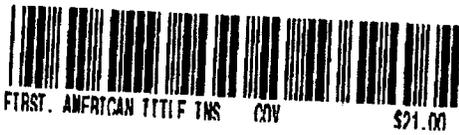
BY: Michael Murphy
MICHAEL MURPHY, SECRETARY

DATE: 7-30-01

INLAND ASPHALT, INC.

BY: Michael Murphy
MICHAEL MURPHY, PRESIDENT

DATE: 7-30-01



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POS DEVELOPMENT

BY: H.E. Brazington
H.E. BRAZINGTON, PRESIDENT

DATE: 7-30-01

CLS MORTGAGE, INC.

BY: H.E. Brazington
H.E. BRAZINGTON, PRESIDENT

DATE: 7-30-01

H.E. Brazington
H.E. BRAZINGTON, as Individual

DATE: 7-30-01

LEXINGTON HOMES, INC.

BY: Dave Nerren
DAVE NERREN, PRES.

DATE: 7-30-01



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STATE OF WASHINGTON)
) ss.
County of Spokane)

On this day personally appeared before me H.E. BRADINGTON to me known to be the PRESIDENT of OVERLOOK 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: 7/16/03

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this day personally appeared before me MICHAEL MURPHY, to me known to be the Secretary of OVERLOOK 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: 7/16/03



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EXHIBIT "A"
LEGAL DESCRIPTION

Overlook at Qualchan and Overlook Village

Lots 1 through 9, inclusive, Block 2 of Qualchan Hills First Addition, Phase Two, P.U.D., according to the plat recorded in Book 22, Pages 58 and 57 and unplatted portions of Government Lots 10, 11, and 12 in the N1/2 of Section 6, Township 24 North, Range 43 East, W.M., City of Spokane, Spokane County, Washington, described as follows:

Beginning at the northwest corner of Government Lot 12 of Section 6, Township 24 North, Range 43 East, W.M.; also being the southwest corner of Qualchan Hills P.U.D., according to the plat recorded in Book 20, Pages 52, 53, and 54; thence along the boundary of said plat the following nine (9) courses: 1) N90°00'00"E 65.45 feet; 2) S79°47'42"E 72.69 feet to a point on the northeasterly right-of-line of Lincoln Way as conveyed to the City of Spokane by the Statutory Warranty Deed recorded April 1, 1999, as Recording No. 4350317, and the TRUE POINT OF BEGINNING; 3) N90°00'00"E 130.24 feet; 4) S73°08'35"E 70.00 feet; 5) S54°23'46"E 80.00 feet; 6) S64°41'38"E 80.00 feet; 7) S77°12'09"E 91.05 feet; 8) N88°05'22"E 551.53 feet; 9) N01°54'38"W 95.00 feet to a point on the southerly right-of-way line of Bolan Avenue in said plat of Qualchan Hills First Addition, Phase Two, P.U.D.; thence along said southerly right-of-way line the following five (5) calls: 1) N88°05'22"E 338.70 feet to the point of curve of a 1,518.89 foot radius curve to the right; 2) along the arc of said curve, through a central angle of 24°49'31", 658.11 feet to the point of compound curve of a 1970.00 foot radius curve to the right, the center of circle of which bears S22°54'53"W; 3) along the arc of said curve through a central angle of 14°28'02", 497.43 feet to the point of compound curve of a 1020.00 foot radius curve to the right, the center of circle of which bears S37°22'55"W; 4) along the arc of said curve through a central angle of 13°48'11", 245.72 feet to the point of compound curve of a 20.00 foot radius curve to the



right, the center of circle of which bears $S51^{\circ}11'06''W$; 5) along the arc of said curve through a central angle of $104^{\circ}27'12''$, 36.46 feet to the point of compound curve of a 380.00 foot radius curve to the right in the northerly right-of-way line of Willapa Avenue, the center of circle of which bears $N24^{\circ}21'42''W$; thence along the northerly, westerly, and southerly rights-of-way line of said Willapa Avenue the following four (4) calls: 1) along the arc of said curve, through a central angle of $2^{\circ}21'35''$, 15.85 feet; 2) $S22^{\circ}00'07''E$ 60.00 feet to a point on a 440.00 foot radius nontangent curve to the left, the center of circle of which bears $N22^{\circ}00'07''W$; 3) along the arc of said curve, through a central angle of $04^{\circ}25'39''$, 34.00 feet to the point of tangent; 4) $N63^{\circ}34'14''E$ 3.74 feet ~~to the point of curve of a 20.00 foot radius curve to the right in said southwesterly right-of-way line~~ of Bolan Avenue; thence along the southwesterly, southeasterly, and northeasterly rights-of-way line of Bolan Avenue the following four (4) calls: 1) along the arc of said curve, through central angle of $83^{\circ}26'21''$, 29.13 feet to the point of compound curve of a 1,020.00 foot radius curve to the right, the center of circle of which bears $S57^{\circ}00'35''W$; 2) along the arc of said curve, through a central angle of $1^{\circ}21'04''$, 24.05 feet; 3) $N58^{\circ}21'39''E$ 60.00 feet to a point on a 1,080.00 foot radius nontangent curve to the left, the center of circle of which bears $S58^{\circ}21'39''W$; 4) along the arc of said curve, through a central angle of $11^{\circ}09'11''$, 210.23 feet to the most southerly corner of Persimmon Woods at Qualchan P.U.D., according to the plat recorded in Book 21, Pages 50 and 51; thence $N63^{\circ}34'14''E$, along the southeasterly boundary of said plat of Persimmon Woods at Qualchan P.U.D., 624.63 feet to the most easterly corner of said plat of Persimmon Woods at Qualchan P.U.D., being a point on the southwesterly right-of-way line of State Route No. 195; thence along said southwesterly right-of-way line of State Route No. 195 the following four (4) courses: 1) $S24^{\circ}28'45''E$ 66.98 feet; 2) $S38^{\circ}29'45''E$ 213.39 feet; 3) $S24^{\circ}28'45''E$ 365.91 feet; 4) $N65^{\circ}31'15''E$ 78.40 feet to a point on the west line of that portion of Government Lot 10 described in Quit Claim Deed recorded July 16, 1970, as Auditor's File No. 499041C; thence $S01^{\circ}01'40''W$, along said line, 417.22 feet to the south line of said Government Lot 10; thence $S86^{\circ}43'38''W$, along said south line of Government Lot 10, a distance of 1,305.68 feet to the



southeast corner of said Government Lot 11, and a point on the boundary of a parcel of land conveyed on the Statutory Warranty Deed recorded December 8, 1994, as Recording No. 9412080408; thence along said parcel boundary the following three (3) calls: 1) N36°31'39"W 341.69 feet; 2) N70°00'00"W 200.00 feet; 3) S18°26'28"W 100.00 feet to a point on a 557.34 foot radius nontangent curve to the right on said northeasterly right-of-way line of Lincoln Way, the center of circle of said curve bears N18°28'28"E; thence along said northeasterly right-of-way line the following six (6) calls: 1) along the arc of said curve through a central angle of 32°22'20", 314.90 feet to the point of reverse curve of a 1249.26 foot radius curve to the left, the center of circle of which bears S50°48'48"W; 2) along the arc of said curve through a central angle of 14°54'58", 325.23 feet to the point of tangent; 3) N54°06'10"W 473.10 feet to the point of curve of a 660.14 foot radius curve to the left; 4) along the arc of said curve through a central angle of 37°48'28", 435.80 feet to the point of tangent; 5) S88°05'22"W 232.76 feet to the point of curve of a 270.00 foot radius curve to the right; 6) along the arc of said curve through a central angle of 63°36'12", 299.72 feet to the TRUE POINT OF BEGINNING;

TOGETHER WITH those portions of said of Government Lots 11, and 12 in the N1/2 of Section 6, described as follows:

Beginning at the northwest corner of Government Lot 12 of Section 6, Township 24 North, Range 43 East, W.M.; also being the southwest corner of Qualchan Hills P.U.D., according to the plat recorded in Book 20, Pages 52, 53, and 54; thence N90°00'00"E, along the boundary of said plat, 65.45 feet to a point on a 330.00 foot radius nontangent curve to the left on the southwesterly right-of-line of Lincoln Way as conveyed to the City of Spokane by the Statutory Warranty Deed recorded April 1, 1999, as Recording No. 4350317, the center of circle of said curve bears N69°34'36"E; thence along said southwesterly right-of-way line the following four (4) calls:



1) along the arc of said curve through a central angle of $71^{\circ}29'14''$, 411.74 feet to the point of tangent; 2) $N88^{\circ}05'22''E$ 232.76 feet to the point of curve of a 600.14 foot radius curve to the right; 3) along the arc of said curve through a central angle of $37^{\circ}48'28''$, 396.01 feet to the point of tangent; 4) $S54^{\circ}06'10''E$ 293.68 feet to a point on the boundary of a parcel of land conveyed on the Statutory Warranty Deed recorded December 8, 1994, as Recording No. 9412080406; $S40^{\circ}00'00''W$, along said parcel boundary, 264.75 feet to a point on the northerly boundary of that parcel conveyed to the City of Spokane for a tank access road and future private road, Anton Court, by the Statutory Warranty Deed recorded April 2, 1999, as Recording No. 4350315; thence along said northerly boundary the following five (5) calls: 1) $N60^{\circ}36'02''W$ 1.94 feet to the point of curve of a 215.00 foot radius curve to the left; 2) along the arc of said curve through a central angle of $21^{\circ}44'57''$, 81.61 feet to the point of tangent; 3) $N82^{\circ}20'59''W$ 16.43 feet to the point of curve of a 20.00 foot radius curve to the right; 4) along the arc of said curve through a central angle of $57^{\circ}25'16''$, 20.04 feet to the point of reverse curve of a 45.00 foot radius curve to the left, the center of circle of which bears $S65^{\circ}04'16''W$; 5) along the arc of said curve through a central angle of $162^{\circ}51'20''$, 127.91 feet to a point on the boundary of said parcel of land conveyed by the Statutory Warranty Deed recorded December 8, 1994, as Recording No. 9412080406; thence along said boundary the following two (2) courses: 1) $S86^{\circ}43'38''W$ 290.87; 2) $S42^{\circ}18'17''W$ 855.66 feet to the southwest corner of said Government Lot 12; thence $N00^{\circ}10'40''E$, along the west line of said Government Lot 12, a distance of 813.72 feet to the southwest corner of that portion of said Government Lot 12 described in Statutory Warranty Deed recorded April 12, 1990, as Auditor's File No. 9004110134; thence along the boundary of said parcel the following three (3) courses: 1) $S59^{\circ}49'00''E$ 275.48 feet; 2) $N30^{\circ}11'00''E$ 297.00 feet; 3) $N59^{\circ}49'00''W$ 446.99 feet to a point on said west line of Government Lot 12; thence $N00^{\circ}10'40''E$, along said west line of Government Lot 12, a distance of 173.06 to the point of beginning.