

Filed at the request of:

Dahm Development, Inc.
12720 E. Nora, Suite D
Spokane, WA 99216

9605060482

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COURTESY RECORDING

**FIRST AMENDMENT
TO
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
MORNINGSIDE**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made on the date hereinafter set forth by DAHM DEVELOPMENT, INC., a Washington Corporation, (hereinafter referred to as "Declarant"), as well as the other undersigned lot owners of 51% or more of the lots subject to the Declaration, hereby revises and amends that certain Declaration Of Covenants, Conditions and Restrictions for Morningside, recorded on October 31, 1994, as Instrument Number 9410310022 in Volume 1666 beginning on page 349, Records of Spokane County, WA, except as stated below, the Declaration Of Covenants, Conditions and Restrictions of Morningside shall remain in full force and effect.

WITNESSETH:

WHEREAS, Declarant and the other undersigned lot owners are the owners of certain property in the County of Spokane, State of Washington, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference, which real property is commonly known as the Morningside subdivision.

WHEREAS, the undersigned, as lot owners, are desirous of redefining, with certainty, exactly what types of uses of the subdivision lots will be allowed outright, if permitted by Spokane County, and what aspects of usage of the lots are to be solely within the discretion of the Association, and also to remove the ability of the Association to enter the residences for any purposes.

NOW THEREFORE, Declarant and the other undersigned lot owners hereby declare that the Declaration of Covenants, Conditions and Restrictions of Morningside identified above is hereby amended as follows:

- A. Article XII, Section 1, first paragraph only, which currently reads as follows:

ARTICLE XII**LAND USE RESTRICTIONS**

Section 1. Residential use - Size All Lots within the Properties shall be used solely for private single family residential purposes. Private single family residences shall consist of no less than one Lot. No residence shall be constructed which exceeds three stories in height, inclusive of basement. Each residence must have a garage for not less than three cars. No single structure shall be altered to provide residence for more than one family.

is hereby deleted completely, and the following new provisions shall replace and supersede fully, the old Article XII, Section 1, first paragraph only:

ARTICLE XII**LAND USE RESTRICTIONS**

Section 1. Residential use - Size "Single Family Dwelling Unit, Leases and Size". Each home or unit shall be used as a residence for a single family dwelling unit and shall not be leased or rented for less than thirty (30) days. All homes or units within the Properties shall be used solely for private single family residential purposes and no part of the Properties shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storage, vending or other such non-residential purposes; **PROVIDED HOWEVER THE FOLLOWING SHALL APPLY:**

- (1) Grantor, its successor or assigns, may use any portion of the Properties for a model home site and/or display a sales office during the construction and/or sale period;
- (2) Incidental use of the residence by a licensed professional for his or her non-primary work place may be allowed if there is no outward appearance of a business at the dwelling and no zoning laws are violated; and
- (3) One or more single family structures may, at the sole and unfettered discretion of the Association or Declarant, if the Declarant is still in control of the Association, approve the use thereof as a day-care facility(s), depending on the needs of the surrounding community. It is acknowledged that there is becoming a need for localized day-care facilities in residential communities.

The Association and/or Declarant are to be in charge of assessing the needs of the local community based on the facts presented, and to determine the need and the number of small day-care facilities needed. In no event shall any such approved day-care facility violate any Spokane County rules, regulations or laws, and said facility(s) shall always maintain the appearance from the street as a single family residence. Once a day-care is permitted by the Declarant or the Association, such permission shall not be rescinded unless that approved use as a day-care is discontinued or abandoned for a period in excess of six (6) months or there is a change in the applicable laws or regulations for the State of Washington or Spokane County making such use impermissible. Private single family residences shall consist of no less than one Lot. No residence shall be constructed which exceeds three stories in height, inclusive of basement. Each residence must have a garage for not less than three cars. No single structure shall be altered to provide residence for more than one family.

B. Article XI, Section 3 (j) (Pages 20 and 21) is hereby amended to eliminate any ability of the Association or the Board to enter into the residences in the subdivision at any time without the prior consent of the particular homeowner involved.

IN WITNESS WHEREOF the undersigned, being the Declarant herein, have hereunto set its hand and seal this 3rd day of May, 1996.

Vote count for approval of this Amendment (51% needed)

Dahm Lots owned: 39

Total Lots subject to the Declaration as of this date 5/03/96 (Percentage: 70%)

DAHM DEVELOPMENT, INC.

BY: *Richard T. Dahm*
RICHARD T. DAHM, It's President

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

On this 3rd day of May, 1996, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **RICHARD T. DAHM**, to me known to be the President of **DAHM DEVELOPMENT, INC.**, 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 mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal this day and year last above written.



Andrea J. Butler
Notary Public in and for the State of Washington, residing in Spokane, Wa
Comm. Expires 9-1-97

CONSENT TO RECORDATION OF DECLARATION

Washington Trust Bank and the other undersigned parties, which are the holders of a First Mortgage and/or construction mortgages and second Deed of Trust, respectively, covering the Properties described in the foregoing Declaration, hereby acknowledges that they have read and approve the above and foregoing Declaration, and each entity and individual signing below agrees that the lien of said Deeds of Trust and/or Mortgages shall be subject to the Declaration to the same extent as though the Declaration were executed and recorded prior to the Deed of Trust(s)/Mortgages(s).

DATED this 3rd day of May, 1996.

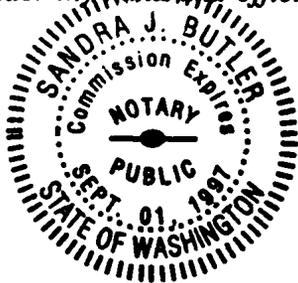
Washington Trust Bank
P. O. Box 2127
Spokane, WA 99210

WASHINGTON TRUST BANK
BY: Robert T. Curtis
It's Vice President
BY: _____
It's _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

On this 3rd day of May, 1996, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert T. Curtis and _____ to me known to be the _____ Vice-President and _____ of WASHINGTON TRUST BANK, 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/she was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal the day and year last above written.



Sandra J. Butler
Notary Public in, and for the State of Washington,
residing in Spokane
My Commission Expires: 9-1-97

Unofficial Document