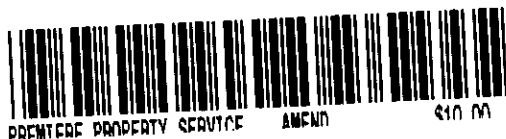


AFTER RECORDING, RETURN TO:
F. Marie Swigard, Property Manager
PREMIERE PROPERTY SERVICES
2829 S. Grand Blvd. #204
Spokane, WA 99203



4641935
Page: 1 of 3
10/15/2001 12:07P
Spokane Co WA

SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, RESERVATION, AND EASEMENTS
AND
HOMEOWNERS' ASSOCIATION BY-LAWS

FOR

MOUNT VERNON PLACE,
A PLANNED UNIT DEVELOPMENT

THIS AMENDMENT is made to those certain DECLARATIONS OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS AND HOMEOWNERS' ASSOCIATION BY-LAWS FOR MOUNT VERNON PLACE, A PLANNED UNIT DEVELOPMENT, dated as of June 21, 1989 and executed by S. and S. LAND COMPANY, a Washington general partnership, which were recorded June 27, 1989, as Auditor's File No. 8906270215, in Spokane County, Washington.

THIS SECOND AMENDMENT is made on the date hereinafter set forth by MOUNT VERNON PLACE HOMEOWNERS' ASSOCIATION, the Association herein, and sets forth the following amendments and additions to the original Declaration.

ARTICLE 1, DEFINITIONS is hereby amended in Section 1.30 as follows:

Section 1.30 Mortgage, Mortgagee, Mortgagor. shall mean any mortgage or deed of trust or other conveyance of a Lot or other portion of the Properties to secure the performance of any obligation, which will be conveyed upon the completion of such performance. The terms "Deed of Trust" or "Trust Deed" when used herein shall be synonymous with the term "Mortgage". The term "Mortgagee" shall mean a person or entity to whom a Mortgage is made and shall include the beneficiary of a Deed or Trust. "Mortgagor" shall mean a person or entity who mortgages his/her Lot to another (i.e., the maker of a Mortgage), and shall include the Trustor of a Deed of Trust. The term "Trustor" shall be synonymous with the term "Mortgagor", and the term "Beneficiary" shall be synonymous with the term "Mortgagee".



ARTICLE 2, OWNERS' PROPERTY RIGHTS is hereby amended in Section 2.02 as follows:

Section 2.02 Easement for Parking. Subject to the provisions of this Declaration respecting vehicle parking, the Association, through its officers, committees and agents, is hereby empowered to establish "Parking", "Guest Parking" and "No Parking" areas within the Common Area, as well as to enforce these limitations by all reasonable means, including the removal of any violating vehicles. All vehicle parking on the private streets located within the Common Area shall be restricted to temporary parking only. All vehicle parking on the sidewalks or lawns shall be prohibited. Loading and unloading of recreational vehicles shall be limited to thirty-six (36) hours only.

Unofficial Document



IN WITNESS WHEREOF, the undersigned, being the Association herein, has set his hand on this 11th day of October, 2001

MOUNT VERNON PLACE HOMEOWNERS ASSOCIATION,
A Planned Unit Development

BY: Walter K. Sauer
President

BY: Carolyn F. Bonvallet
Secretary

STATE OF WASHINGTON)
County of Spokane) SS.

On this 11th day of October, 2001, before me personally appeared Walter K. Sauer and Carolyn F. Bonvallet to, me known to be the President and Secretary of Mount Vernon Place Homeowners Association, the corporation that executed the foregoing instrument, and acknowledged it to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned; and on oath stated that they are authorized to execute said instrument for and on behalf of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Trisha M. Thomas

NOTARY PUBLIC in and for said County and State, residing at Spokane, WA
My appointment expires: February 24th, 2004