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Spokane Co, WA

AFTER RECORDING RETURN TO:
WITHERSPOON, KELLEY, DAVENPORT & TOOLE PS
ATTN: JOHN M. RILEY, III
1100 U.S.BANK BLDG.
SPOKANE, WA 99201

COVER SHEET FOR: First Amendment to Declaration of Covenants, Conditions, and Restrictions
and Reservations of Easements of Hampton Commons Planned Unit Development

Grantor: Jireh Corporation, an Idaho Corporation
Grantee: Hampton Commons, a Planned Unit Development
Abbreviated Legal Description: Portion of NW ¼ of NE ¼ of Section 12, T 23 N, R 41 EWM.
Full Legal on Page: 5
Tax Parcel No: 13121.0077

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COURTESY RECORDING

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
OF
HAMPTON COMMONS
A PLANNED UNIT DEVELOPMENT**

**JIREH CORPORATION, AN IDAHO CORPORATION
DECLARANT**



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FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RESERVATIONS OF EASEMENTS OF HAMPTON COMMONS PLANNED UNIT DEVELOPMENT

This First Amendment to Declaration of Covenants, Conditions and Restrictions and Reservations of Easements is made this date by Jireh Corporation, an Idaho Corporation (hereinafter referred to as "Declarant").

RECITALS

A. On July 1, 1997, a Declaration of Covenants, Conditions and Restrictions and Reservation of Easements of Hampton Commons, a Planned Unit Development ("Declaration") was executed by Declarant and was subsequently recorded on July 8, 1997 under Spokane County Auditor's File No. 4119366, covering certain real property described on Exhibit "A" attached hereto and by this reference incorporated herein.

B. This Declaration is being amended pursuant to paragraph 10.3 of the Declaration, as Declarant and Jacob B. Dodge, President of Jireh Corporation with Special Power of Attorney hold 75% affirmative vote of association members as provided in Article III of the Declaration.

C. The undersigns are desirous of modifying the Covenants as set forth below.

AMENDMENTS

1. A new paragraph, 8.17 is added to these Covenants as follows:

8.17. Common Property Easements. Each Owner of a Lot in Hampton Commons has right of enjoyment to the common property, which is appurtenant to the title to each Owner's Lot. This right and easement of enjoyment is limited by whatever specific use limitations are placed upon certain portions of common property by Declarant, documents creating said easements, the Plat Map, governmental terms and conditions of approval of the Planned Unit Development, these Covenants, and reasonable rules and regulations of the Association.

2. A new paragraph 5.2 is added to the Covenants as follows:

5.2. Limitation on Mortgage, Conveyance or Subdivision of Common Property. The Common Property cannot be mortgaged, conveyed or subdivided. If ingress or egress to any Lot is through the Common Property, any conveyance or encumbrance of such Common Property is subject to all applicable Lot Owners right and easement of use and enjoyment over public and/or private streets in this Planned Unit Development.

3. The last full paragraph of Section 2.2 is hereby amended to read hereafter as follows:

Improvements to the Common Property consist of (1) fencing or plantings on areas described in subparagraphs 2.2.1, 2.2.5, 2.2.6 and 2.2.7; (2) landscaping, lighting, fencing, and masonry signs if any, or other improvements installed by Declarant on Tracts "A" and "B"; and (3) street improvements on and along the streets described in subparagraph 2.2.3. The Common Property described herein is hereby dedicated by Declarant to the Association, free and clear of all encumbrances. After completion of any improvements installed by Declarant, the Association shall maintain, restore, and/or replace the improvements on said Common Property, save the easements described in the subparagraph 2.2.4. The Association shall have, with respect thereto, only those responsibilities set forth in said Agreement.

4. There is hereby added to this Declaration an Article 11 as follows:

ARTICLE 11

MORTGAGEE PROTECTION.

11.1 Approval of HUD/VA to annexation, mergers, consolidations, mortgaging of Common Area, Article of Incorporation Dissolution and Amendment. Annexation of additional properties into Hampton Commons Planned Unit Development, mergers and consolidations of Hampton Commons Planned Unit Development and/or its Homeowners Association, mortgaging of the Common Property, dissolution and amendment of the Articles of Incorporation of the Hampton Commons Homeowners Association, a Washington non-profit association, all require prior approval of HUD/VA so long as there is Class B Membership.

11.2 Insurance. So long as any Lot is the subject of a HUD/VA insured mortgage, the Association is required under Section 5.1.3 to maintain such policy or policies of insurance it deems necessary to protect the interest of the Association and its members, such that absolute liability will not be imposed on Lot Owners for damage to Common Area or Lots in the Property.

11.3 Copies of Notices. A Mortgagee or Beneficiary of a Lot (and any insurer or guarantor of such Mortgage or Deed of Trust) shall be entitled to received timely written notice: (a) that any Owner of any Lot has for more that in sixty (60) days failed to meet any obligation under the Declaration; (b) of any lapse, cancellation or material modification of insurance policies or fidelity bonds maintained by the Association; and (c) of any proposed action that requires the consent of Mortgagees, Beneficiaries (and any insurer or guarantor of such Mortgage or Deed of Trust. To be entitled to receive notices under this Section 19 the Mortgagee or Beneficiary (or Mortgage or Deed of Trust insurer or guarantor) must send a written request to the Association stating both its name and address and the Lot Number or address of the Lot on which it has (or insures or guarantees) the Mortgage or Deed of Trust.

11.4 Upon request, and at reasonable hours, and upon such reasonable fees for copying as



the Association shall establish, Mortgagees or Beneficiaries of Deeds of Trusts (or mortgage or deed of trust insurer or guarantor) shall be entitled to inspect at all reasonable hours of weekdays (or under other reasonable circumstances) all of the books and records of the Association, including current copies of this Declaration, Bylaws and other rules governing the Planned Unit Development, and other books, records, and financial statements of the Association.

All other provisions of the Declaration shall remain in full force and effect, save and except for the Amendment set forth above.

This First Amendment is entered into the 6th day of February, 1998.

DECLARANT:

JIREH CORPORATION, an Idaho Corporation

By: [Signature]
JACOB B. DODGE, its President

[Signature]
JACOB B. DODGE, President of Jireh Corporation, an Idaho Corporation, Special Attorney-in-Fact for JAMES J. MOORE and DAWN M. MOORE, husband and wife, owners of Lot 7, Block 5, Hampton Commons, P.U.D.

By: [Signature]
BARBARA J. DODGE, its Secretary

STATE OF IDAHO)
)ss.
County of Kootenai)

I certify that I know or have satisfactory evidence that JACOB B. DODGE personally appeared before me, and on oath stated that he was authorized to execute the instrument and acknowledged it, as President of Jireh Corporation to be the free and voluntary act of such corporation, for the uses and purposes mentioned in the instrument.

SIGNED AND ATTESTED TO before me this 6th day of February, 1998.

[Signature]
NOTARY PUBLIC in and for the State of Idaho, residing at Post Falls.
My appointment expires: 7/19/99



STATE OF IDAHO)

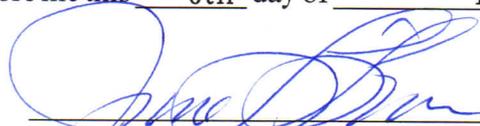


County of Kootenai)
) ss.

I certify that I know or have satisfactory evidence that BARBARA J. DODGE personally appeared before me, and on oath stated that she was authorized to execute the instrument and acknowledged it, as Secretary of Jireh Corporation to be the free and voluntary act of such corporation, for the uses and purposes mentioned in the instrument.

SIGNED AND ATTESTED TO before me this 6th day of February, 1998.





NOTARY PUBLIC in and for the State of
Idaho, residing at Post Falls
My appointment expires: 7/19/99

STATE OF IDAHO)
) ss
County of Kootenai)

On this 6th day of February, 1998, before me, the undersigned a Notary Public in and for the State of Idaho, duly commissioned and sworn personally appeared JACOB B. DODGE to me known to be the individual who executed the foregoing instrument as attorney in fact of JAMES J. MOORE and DAWN M. MOORE, husband and wife, therein described, and acknowledged to me that he signed and sealed the said instrument as such attorney in fact for said principal, freely and voluntarily, for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said JAMES J. MOORE and DAWN M. MOORE are now living.

SIGNED AND ATTESTED TO before me this 6th day of February, 1998.





NOTARY PUBLIC in and for the State of
IDAHO, residing at Post Falls
My commission expires: 7/19/99



Legal Description

A portion of land situated in the City of Cheney, the County of Spokane, the State of Washington; said land being located in the Northeast $\frac{1}{4}$ of Section 12, Township 23 North, Range 41 East, W.M., more particularly described as follows:

The Northwest quarter of the Northeast quarter of SECTION 12, TOWNSHIP 23 NORTH, RANGE 41 EAST, W.M., in Spokane County, Washington;

EXCEPT that North half of that portion of the West 274.00 feet of the East 617.00 feet of the Northwest quarter of the Northeast quarter lying South of Betz Road in SECTION 12, TOWNSHIP 23 NORTH, RANGE 41 EAST, W.M., IN SPOKANE COUNTY, WASHINGTON;

EXCEPT the South 150 feet;

AND EXCEPT the East 343 feet thereof;

AND EXCEPT Murphy Road (North Sixth Street); and Betz Road.