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OCT 01 2009

COUNTY AUDITOR SPOKANE COUNTY WA

5838771

4:13 pm

Record & Return to:

Kathryn R. McKinley
Wolkey McKinley, P.S.
528 E. Spokane Falls Blvd., Suite 502
Spokane, WA 99202

Reference # (if applicable): ~~5760459~~ 5760549 106109.5-4
Grantor: Cheltenham Homeowners Association, a Washington nonprofit corporation
Legal Description (abbreviated): Ptn of SW 1/4 of the NE 1/4 Section 24, T26N, R42E, W.M. City of Spokane, Spokane County, WA
Additional legal(s) on Exhibit "A"
Assessor's Tax Parcel ID# 26241.0028 and 26241.0027 Grantee: The Public

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
CHELTENHAM ADDITION**

The Declaration of Covenants, Conditions and Restrictions for Cheltenham Addition, recorded under Spokane County Auditor's File No. 5760549 (hereafter "Declaration") is hereby amended effective upon recording as follows:

I. AMENDMENT TO ARTICLE XII: EASEMENTS

The aforementioned section is hereby amended to add a new subsection paragraph. Number 12.4 as follows:

12.4 SURFACE DRAINAGE EASEMENT: A drainage easement across the rear thirty (30) foot of each lot is hereby established to accept from and deliver to adjacent lots surface drainage. Owner shall not change the existing grade elevation or contour of this easement area without obtaining prior written approval of the Architectural Control Committee.

Any improvements of this surface drainage easement area shall not obstruct, impede or otherwise interface with the normal flow of surface water over the easement area. All proposed improvements to easement areas shall be subject to approval by the Architectural Control Committee.

The thirty (30) foot drainage easement at the rear of each lot for off-site drainage shall be maintained by the property owner and must retain a shape to allow the collection and transport of storm water around the plat. No structure which would

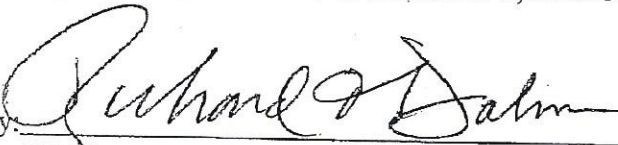
interfere with the flow of storm water will be allowed across this easement. Fences must be built to allow storm water to pass under the fence. The grass surface of all drainage easement areas shall be maintained by the property owner.

- 2. CONTINUATION OF DECLARATION: Except as specifically modified by this Amendment, the Declaration remains in full force and effect without modification. All Terms used in this Amendment have the meaning defined in the Declaration.

DATED this 15th day of Oct., 2009.

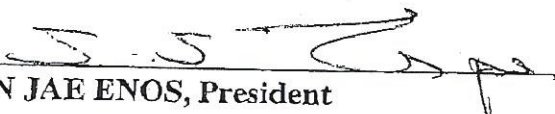
DECLARANT:

INLAND PACIFIC DEVELOPMENT, L.L.C.

By: 
RICHARD T. DAHM, Manager

DATED this 1 day of Oct., 2009

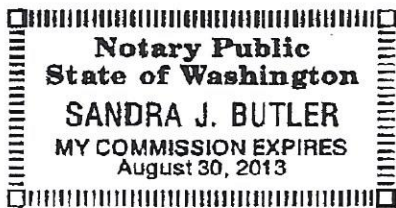
THE LIGHT HOUSE GROUP, INC.

By: 
JON JAE ENOS, President

STATE OF WASHINGTON)
)ss.
COUNTY OF SPOKANE)

On this day, 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 Manager of Inland Pacific Development, L.L.C., a Washington State Limited Liability Company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes mentioned, and on oath stated that he was authorized to execute the said instrument.

GIVEN under my hand and official seal this 1st day of October, 2009.



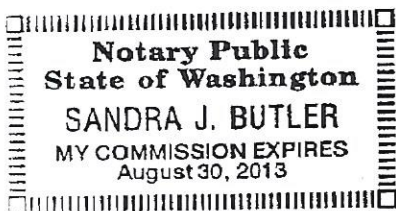
Sandra J. Butler
Print Name: Sandra J. Butler

NOTARY PUBLIC in and for the State of Washington, residing at Spokane.
My commission expires: 8-30-2013

STATE OF WASHINGTON)
)ss.
COUNTY OF SPOKANE)

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jon Jae Enos, to me known to be the President of The Lighthouse Group, Inc., A Washington 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.

GIVEN under my hand and official seal this 1st day of October, 2009



Sandra J. Butler
Print Name: Sandra J. Butler
NOTARY PUBLIC in and for the State of Wa, residing at Spokane.
My commission expires: 8-30-2013

EXHIBIT "A"

Legal Description

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24,
TOWNSHIP 26 NORTH, RANGE 42 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION CORNER OF SAID SECTION 24; THENCE SOUTH
89°54'04" EAST, ALONG THE EAST/WEST CENTER OF SECTION LINE A DISTANCE OF 1321.31 FEET
TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION
24; THENCE NORTH 00°01'17" WEST, ALONG SAID EAST LINE A DISTANCE OF 30.00 FEET TO THE
NORTHERLY RIGHT OF WAY LINE OF STRONG ROAD AND THE POINT OF BEGINNING; THENCE
CONTINUING NORTH 00°01'17" WEST, ALONG SAID EAST LINE A DISTANCE OF 1287.93 FEET TO THE
NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID
SECTION 24; THENCE NORTH 89°45'50" WEST, ALONG THE NORTH LINE OF SAID SOUTHWEST
QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 249.90 FEET; THENCE SOUTH 00°24'10"
WEST, A DISTANCE OF 120.00 FEET; THENCE SOUTH 00°32'52" EAST, A DISTANCE OF 50.00 FEET;
THENCE SOUTH 00°14'10" WEST, A DISTANCE OF 240.00 FEET; THENCE SOUTH 00°58'26" EAST, A
DISTANCE OF 60.01 FEET; THENCE SOUTH 00°14'10" WEST, A DISTANCE OF 120.00 FEET; THENCE
NORTH 89°38'06" WEST, A DISTANCE OF 77.57 FEET; THENCE SOUTH 03°25'27" EAST, A DISTANCE
OF 459.36 FEET; THENCE NORTH 87°55'20" WEST, A DISTANCE OF 355.17 FEET; THENCE SOUTH
15°30'55" WEST, A DISTANCE OF 19.19 FEET; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF
122.02 FEET; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 66.00 FEET; THENCE SOUTH
90°00'00" EAST, A DISTANCE OF 208.37 FEET; THENCE SOUTH 00°01'39" EAST, A DISTANCE OF
158.86 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STRONG ROAD; THENCE
SOUTH 89°54'04" EAST, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 330.32 FEET TO THE
POINT OF BEGINNING;

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.