

AFTER RECORDING MAIL TO:



Sean P. Boutz
Evans, Craven & Lackie, P.S.
818 W. Riverside, Suite 250
Spokane, WA 99201

Grantor: The Lloyd Charles Estates
Grantee: The Lloyd Charles Estates
Full Legal Description: See Exhibit "A" attached hereto
Abbr. Legal Description: Ptn SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec 12, Twn 22 N R 42 E
Tax Parcel No(s): 26124.9036

**THIRD AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND
RESERVATION OF EASEMENTS
FOR
THE LLOYD CHARLES ESTATES**

WHEREAS, on February 23, 2005, the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for The Lloyd Charles Estates ("Declaration"), covering real property described on Exhibit "A" attached hereto, was recorded with the Spokane County Auditor, under Auditor's File Nos. 5183298 and 5183299; and

WHEREAS, a First Amendment to the Declaration was recorded on June 16, 2005, under Spokane County Auditor's File No. 5231660 ("First Amendment"); and

WHEREAS, a Second Amendment to the Declaration was recorded on August 15, 2006, under Spokane County Auditor's File No. 5421075 ("Second Amendment"); and

WHEREAS, Declarant desires to exercise its right under the First Amendment to amend the Declaration as set forth below.

NOW, THEREFORE, the Declaration is hereby amended in the following particulars:


1. Article 10 is hereby amended to add the following:

10.5.1 Conditional Waiver. A conditional waiver may be granted to the covenants and restrictions for a period of not more than twelve [12] months by the Board of Directors. The conditional waiver will be granted subject to a written request from a member of the Homeowners Association and only when a two-thirds vote of the Board of Directors approves that such a waiver does not adversely hinder the Association and the purposes of these covenants and restrictions. A conditional waiver will not be granted for any of the items listed in Article 10.5. A granted conditional waiver can be rescinded prior to its expiration with twenty-four [24] hours notice by the Board of Directors. The granting of a conditional waiver does not in any way affect the granting or rejection of a future request for a conditional waiver.

2. All other terms and conditions of the Declaration, and any prior Amendments thereto, shall remain in full force and effect, except as modified and as added to by this Amendment.


DATED this 21 day of January, 2010.

LLOYD CHARLES ESTATES HOMEOWNERS ASSOCIATION, a Washington nonprofit corporation

By: 
GARY L. DINWOODIE
Its: President

WRITTEN ASSENT

LLOYD CHARLES ESTATES, INC.
a Washington corporation

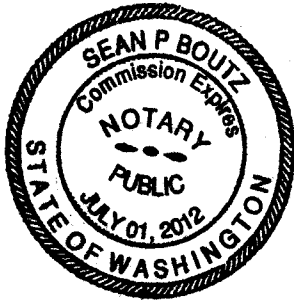
By: 
GARY L. DINWOODIE
Its: President

By: 
JOAN FLAMOE
Its: Secretary

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 21 day of January, 2010 before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared GARY L. DINWOODIE, to me known to be the President of Lloyd Charles Estates Homeowners Association, a Washington nonprofit corporation, 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 is authorized to execute said instrument.

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



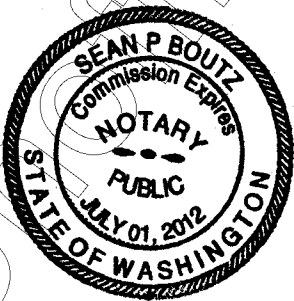
[Signature]

NOTARY PUBLIC in and for the State of
Washington, residing at Spokane
My commission expires 7/1/2012

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 21 day of January, 2010 before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared GARY L. DINWOODIE, to me known to be the President of Lloyd Charles Estates, Inc., a Washington corporation, 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 is authorized to execute said instrument.

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



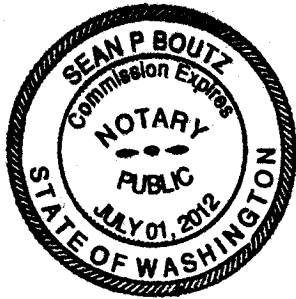
[Signature]


NOTARY PUBLIC in and for the State of
Washington, residing at Spokane
My commission expires 7/1/2012

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 21 day of January, 2010 before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared JOAN FLAMOE, to me known to be the Secretary of Lloyd Charles Estates, Inc., a Washington corporation, 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 is authorized to execute said instrument.

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





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Unofficial Document

Exhibit "A"

Legal Description

That portion of the Southwest Quarter of the Southeast Quarter of Section 12, Township 26 North, Range 42 East, W.M., Spokane County, Washington, described as follows:

Beginning at the southwest corner of said Southwest Quarter of the Southeast Quarter of Section 12; thence along the south line of said Southwest Quarter of the Southeast Quarter the following two (2) courses: 1) S88°57'46"E 329.91 feet to the TRUE POINT OF BEGINNING, being the southeast corner of Lot "D" of Short Plat No. SP-815-92, according to the short plat recorded in Book 10 of Short Plats, pages 19 and 20; 2) continuing S88°57'46"E 446.43 feet; thence leaving said south line, N02°55'15"W 202.32 feet; thence S88°47'10"E 383.13 feet; thence N00°30'26"W 1092.20 feet to a point on the southerly right-of-way line of Waikiki Road, as described on the Right-of-Way Deed recorded February 14, 1923, under recording number 701249 and as shown on sheets 1 through 3 of plans entitled, "Waikiki ULID Waikiki Road", prepared by the Office of the Spokane County Engineer, dated 07/11/2001; thence along said southerly right-of-way line the following two (2) calls: 1) S87°57'03"W 166.09 feet to the point of curve of a 220.94 foot radius curve to the right; 2) along the arc of said curve, through a central angle of 24°26'42", 94.26 feet to a point on the north line of said Southwest Quarter of the Southeast Quarter, thence N88°52'36"W, along said north line, 41.74 feet to an angle point on the right-of-way of Regina Road as described on the Right of Way Deed recorded August 11, 1955, under recording number 335534B, being the northeast corner of the north 30.00 feet of the west 840.00 feet of said Southwest Quarter of the Southeast Quarter; thence along said right-of-way the following two (2) courses: 1) S00°01'23"E 30.01 feet to the southeast corner of said north 30.00 feet of the west 840 feet of the Southwest Quarter of the Southeast Quarter; 2) N88°52'36"W 511.23 feet to the northeast corner of Lot "A" of said Short Plat No. SP-815-92; thence S00°04'02"E, along the east boundary of said Short Plat, 1269.43 feet to the TRUE POINT OF BEGINNING.

Unofficial Document