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**SECOND AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENT
FOR WANDERMERE ESTATES
HOUSING FOR PERSONS 55 YEARS OF AGE AND OLDER**

Grantor: Wandermere Estates, LLC, a Washington Limited Liability Company

Grantee: Owners of Land in Wandermere Estates

Original Document #: 5008154 ; First Amendment Document #: 5303458
Tax Parcel Number(s):

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36055.1001, 36055.9161

Abbreviated Legal Description: Portion of Section 5, Township 26 North, Range 43 East.
Additional Legal Description on Page: See Exhibit "A" and "B" attached hereto.

WHEREAS, on December 29, 2003, the Declaration of Covenants, Conditions and Restrictions and reservation of Easements for Wandermere Estates Housing for Persons 55 years of age and older ("Declaration") was recorded with the Spokane County Auditor, under Auditor's File No. 5008154; and

WHEREAS, a Declaration of Annexation regarding the property subject to the Declaration was recorded under Spokane County Auditor's File No. 5210526 on April, 29, 2005; and

WHEREAS, on November 10, 2005 a First Amendment to Declaration of Covenants, Conditions and Restrictions and Reservation of Easement for Wandermere Estate Housing for persons 55 years of Age and Older ("First Amendment") was recorded with the Spokane County Auditor, under Auditor's File No. 5303458; and

WHEREAS, Owners of lots in excess of Seventy-Five Percent (75%) of the member voting power pursuant to Articles 10 and 3 of the Declaration desire to amend the Declaration.

NOW, THEREFORE, the Declarant does hereby amend the prior Declaration in the following particulars:

1. The first sentence in Paragraph 4.1 is amended to read as follows:

The Declarant, for each Lot owned within Wandermere Estates, hereby covenants, and each Owner of any Lot by acceptance of a deed or contract therefore, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay to the Association: (1) base assessments or charges for (a) Common Property maintenance, repair and replacement, and (b) control of weeds on all vacant Lots, (2) yard and lawn maintenance assessments for yard maintenance and repair, and/or lawn mowing, fertilizing, edging and trimming and replacing (hereinafter referred to individually and as "regular assessments"), and (3) special assessments or capital improvements and unexpected expenses,

such assessments to be established and collected as provided herein and in the Bylaws of the Association.

2. Paragraph 4.3 is amended to read as follows:

4.3 Base Assessment. Each lot's share of the Base Assessment for the Association fiscal year (January 1 - December 31) shall be revised when a non-Declarant Owner takes title to a Lot. The Board shall determine and fix the amount of the Base Assessment against each Lot at least thirty (30) days in advance of the beginning of each fiscal year (January 1 - December 31).

3. Paragraph 4.4 is hereby deleted.

4. Paragraph 4.5 is amended to read as follows:

4.5 Yard and Lawn Maintenance Assessment. The Yard and Lawn Maintenance Assessment shall apply only to lots in Phase I. The Board shall determine and fix the amount of the Yard and Lawn Maintenance Assessment against each lot in Phase I at least thirty (30) days in advance of the beginning of each fiscal year (January 1 - December 31).

5. The phrase "Lot Maintenance" wherever appearing in Paragraph 4.6 is hereby deleted.

6. The phrase "Lot Maintenance" wherever appearing in Paragraph 4.7 is hereby deleted.

7. The phrase "And Lot Maintenance" in the first sentence and the phrase "Lot Maintenance" in the third sentence of Paragraph 4.8 are hereby deleted.

8. In Paragraph 5.1, subparagraph 5.1.1 is amended to read as follows:

5.1.1 Assess for and expand Association funds to maintain, repair, replace and manage all (1) Common Property, (2) yards for Yard and Lawn Maintenance, and (3) all property that may be acquired by the Association.

9. Paragraph 8.23 is amended to read as follows:

8.23 Rental Units. At no time shall a Dwelling be used as or become a rental unit within the Project except as follows:

- a) Any Dwelling rented as of the date of recordation of this Second Amendment is allowed to continue to be rented through December 31, 2012, except for existing written Dwelling rental agreements with present terms, including renewals, beyond said deadline, and only then until the end of the term contained in said written Dwelling rental agreement.
- b) Any Dwelling on Lot 12, Block 1, Wandermere Estates, Phase 3, according to Plat recorded in Volume 31 of Plats, Pages 5, 6 and

7 in Spokane County, Washington, for so long as it is owned by Vandervert Developments, LLC.

- c) The Owner of the Dwelling shall provide any renter a copy of the Articles, Bylaws and this Declaration (as amended from time to time). All rentals shall include a provision requiring the renter to abide by said Articles, Bylaws and this Declaration (all as amended from time to time). Any breach of these documents will be the sole responsibility of the Owner of the Dwelling. Upon request of the Board of Directors of the Association, any Dwelling Owner who rents the same shall provide the secretary of the Association a copy of any written rental agreement for said Dwelling.
- d) An Owner of a Dwelling may request the Board allow them to rent their Dwelling beyond December 31, 2012. If, in the sole and unfettered discretion of the Board, which may be exercised unreasonably, a sufficient hardship exists, the Board may allow said Dwelling owner to rent said Dwelling for such duration as the Board, in its sole and unfettered discretion, which may be exercised unreasonably, determines.

10. 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 30 day of November, 2009.

DECLARANT:

WANDERMERE ESTATES, L.L.C.

By: Richard A. Vandervert
Its: Managing Member

State of Washington)
)ss.
County of Spokane)

Richard A Vandervert

I certify that I know or have satisfactory evidence that ~~Lowell McKee~~ is the person who appeared before me, and said person acknowledged that he was authorized to sign this instrument as the Manager of Wandermere Estates, L.L.C., and acknowledged it to be the free and voluntary act of such entity, for the uses and purposes mentioned in the instrument.

DATED: November 30th, 2009.



Sandra K Weise

Print Name: Sandra K Weise
Notary Public in and for the State of Washington, residing at Spokane
My appointment expires: 6/04/2011

EXHIBIT A
WANDERMERE ESTATES PUD
Legal Description

Lots 1-29, Blk 1; Lots 1-2, Blk 2; Lot 1 & W18.50 FT of Lot 2, Blk 3; Lot 2, Blk 3 & PTN of Lot 3, Blk 3; Lot 3 & 4, Blk 3 EXC PTN DAF; Lot 5 & W 19.30 FT of Lot 6, Blk 3; Lot 6 & W 39.80 FT of Lot 7, Blk 3; Lot 7 & 8, Blk 3 EXC W 39.80 FT of Lot 7; Lot 9-14, Blk 3; Lot 1-3, Blk 4; Tract A Common Open Space; Tract B Common Open Space; Tract C Common Open Space; Tract D Common Open Spaces; Tract E Private Roads, Wandermere Estates PUD, as per plat recorded in Volume 29, pages 53 and 54, in Spokane County, Washington.

EXHIBIT B
WANDERMERE ESTATES PHASE II
Legal Description

Lot 1-13, Blk 1; Lot 1-4, Blk 2; Lot 1-4, Blk 3; Lot 1-4, Blk 4; Lot 1-16, Blk 5; Lot 1, Blk 6; Lot 1-8, Blk 7; Lot 1-7, Blk 8; Lot 1-19, Blk 9; Lot 1-5, Blk 10; Tract A; Tract B; Tract C; Tract D; Tract E; Tract F; Tract G; Tract H; Tract I; Tract J; Tract K; Tract L; Tract N Private Roads, Wandermere Estates Phase 2, according to plat recorded in Volume 30 of plats, pages 3, 4 and 5, in Spokane County, Washington.

EXHIBIT C
WANDERMERE ESTATES PHASE III
Legal Description

Lot 1-29, Blk 1; Lot 1-12, Blk 2; Lot 1-5, Blk 3; Lot 1-9, Blk 4; Lot 1-4, Blk 5; Tract A; Tract B; Tract C; Tract D; Tract E; Tract F; Tract G; Wandermere Estates Phase 3, according to plat recorded in Volume 31, pages 5, 6 and 7, in Spokane County, Washington.

05-29-43: PTN OF FOL DES PARCEL LYING SLY OF WANDERMERE ESTATES PUD FT OF SE 1/4 OF SE 1/4 OF NW 1/4 LYG ELY SR395; & TOG W/ PTN OF GOVT LOT 1 & S FT, TH S 35°30'56" E 204.35 FT, TH S 22°08'37" E 262.57 FT, TH 34°00'42" W 161.3 BEG OF CUR CONCAVE TO E & HAVING A RAD OF 374.00 FT, TH SLY ALG SD CUR 206.02 FT. TH S 64°54'54" W 62.96 FT, TH S 77°50'02" W 62.69 FT, TH N 89°14'51" W FT, TH S 67°49'28" W 319.18 FT, TH S 20°34'57" W 148.61 FT, TH S 87°04'44" W 183.3 TO PT ON W LN OF SW 1/4 OF NE OF SD SEC NLY 600.00 FT FROM SW COR OF S.