

## WA LITIGATION GUARANTEE

ISSUED BY STEWART TITLE GUARANTY COMPANY a corporation, herein called the Company

**Guarantee No.:** G-6328-000027536 **Liability:** \$ 100.00 **Fee:** \$ 400.00

**Order No.:** 25-41433-VTE **Dated:** August 22, 2025

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE.

#### **GUARANTEES**

herein called the Assured, against loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the date stated below,

1. The title to the herein described land was vested in the vestee named, subject to the matters shown as Exceptions herein, which Exceptions are not necessarily shown in the order of priority;

All subject, however, to the exclusions from coverage, the limits of liability and the other provisions of the Conditions and Stipulations hereto annexed and made a part of the Guarantee.

Signed under seal for the Company, but this Guarantee is to be valid only when it bears an authorized countersignature.

Countersigned by:

Authorized Countersignature

Vista Title and Escrow, LLC

Company Name

201 W. North River Drive Suite 205 Spokane, WA 99201

City, State

TENDANT COMPANY COMPAN

Frederick H. Eppinger President and CEO

> David Hisey Secretary

#### **GUARANTEE CONDITIONS AND STIPULATIONS**

- 1. **Definition of Terms** The following terms when used in this Guarantee mean:
  - (a) "land": the land described, specifically or by reference, in this Guarantee and improvements affixed thereto which by law constitute real property;
  - (b) "public records": those records which impart constructive notice of matters relating to said land;
  - (c) "date": the effective date;
  - (d) "the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company;
  - (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- 2. Exclusions from Coverage of this Guarantee The Company assumes no liability for loss or damage by reason of the following:
  - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
  - (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
  - (c) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
  - (d) Defects, liens, encumbrances, adverse claims against the title as guaranteed or other matters (1) created, suffered, assumed or agreed to by one or more of the Assured; or (2) resulting in no loss to the Assured.

#### Prosecution of Actions –

- (a) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable hereunder and shall not thereby concede liability or waive any provision thereof.
- (b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.
- 4. Notice of Loss Limitation of Action A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.
- 5. Options to Pay, Settle or Compromise Claims The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of the indebtedness shall transfer and assign said indebtedness and the mortgage to the Company upon payment of the purchase price.

## 6. Limitation of Liability – Payment of Loss –

- (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of liability stated on the face page thereof.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Guarantee, except for attorneys' fees as provided for in paragraph 6(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for endorsement of such payment unless the guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.
- 7. Subrogation Upon Payment or Settlement Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.
- 8. Guarantee Entire Contract Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee.

  No provision or condition to this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.
- 9. Notices, Where Sent All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.
- 10. The fee specified on the face of this Guarantee is the total fee for title search and examination and for this Guarantee.

Page 2 of 2 for Policy Number: G-6328-000027536 Agent ID: 470144

## LITIGATION GUARANTEE

# Issued by STEWART TITLE GUARANTY COMPANY

a corporation, herein called the Company

#### **SCHEDULE A**

Prepared by: Vista Title and Escrow LLC, 602386172

Order Number: 25-41433-VTE

Date of Guarantee: August 22, 2025

Guarantee No.: 000027536

Premium: \$400.00

Amount of Liability: \$100.00

Sales Tax: \$36.40

Total: \$436.4

 Name of Assured: Spokane County Treasurer

- 2. The estate or interest in the land hereinafter described or referred to covered by this Guarantee is: Fee
- 3. Title to said estate or interest at the date hereof is vested in:
  Builders Ltd, Inc, an Administratively Dissolved Washington Corporation who acquired title by Deed recorded February 23,
  2005 under Auditor's file number 5183038
- 4. The land referred to in this Guarantee is situated in the State of Washington, County of Spokane and is described as follows: See attached Exhibit "A".

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE.

#### **SCHEDULE B**

Order Number: 25-41433-VTE Guarantee No.: 000027536

#### GENERAL EXCEPTIONS FROM COVERAGE

- 1. Rights of claims of parties in possession not shown by the public records.
- 2. Easements, claims of easements or encumbrances which are not shown by the public records.
- 3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises and which are not shown by the public records.
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished imposed by law and not shown by the public records.
- 5. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
- 6. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described in (i), (ii) & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- 7. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.
- 8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- 9. General and Special Taxes and any Assessments. No search has been made thereof.
- 10. Any unpaid assessments or charges, and liability for further assessments or charges by: the County of Spokane, the City of Spokane, Whitworth Water District #2 and Northview Estates Homeowners Association
- 11. The corporation vested in title is Administratively Dissolved. Evidence must be submitted showing the identity of all the Members of Builder LTD, Inc on the date of dissolution. The subject property may be subject to matters filed against said parties from the date of dissolution to present day.
- 12. Easement and the terms and conditions thereof:

Disclosed by instrument recorded: June 26, 1956 Recording No.: 396491B in the <u>official records</u>

Purpose: Right of way for pipeline

In Favor of: Pacific Northwest Pipeline Corporation

13. No. 4 Notice to the Public and the terms and conditions thereof:

Recorded: November 1, 1990

Recording No.: 9011010325 in the official records

14. Title Notice and the terms and conditions thereof:

Recorded: July 13, 2004

Recording No.: 5096049 in the official records

15. Covenants, conditions, restrictions and reservations, but deleting any covenant, conditions, or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (C), and any amendments thereto:

Recorded: September 15, 2004

Recording No.: 5123115 in the official records

16. Covenants, conditions, restrictions and reservations, but deleting any covenant, conditions, or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (C), and any amendments thereto:

Recorded: September 17, 2004

Recording No.: 5124702 in the official records

Amendment and/or modification by instrument:

Recorded: February 13, 2012

Recording No.: 6066667 in the official records

Amendment and/or modification by instrument:

Recorded: January 9, 2015

Recording No.: 6363557 in the official records

Amendment and/or modification by instrument:

Recorded: July 26, 2017

Recording No.: 6624463 in the official records

Amendment and/or modification by instrument:

Recorded: July 26, 2017

Recording No.: 6624464 in the official records

17. Title Notice and the terms and conditions thereof:

Recorded: October 11, 2004

Recording No.: 5133601 in the official records

18. Restrictions, easements, dedications and delineated matters, but deleting any covenant, conditions, or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (C), contained on the face of the Plat of Northview Estates in the official records as recorded in Volume 30 of Plats, Page(s) 28, 29, 30 and 31, and any amendments thereto.

Plat Addendum and the terms and conditions thereof:

Recorded: July 8, 2004

Recording No.: 5094496 in the official records

Pending action in Spokane County:

Superior Court Cause No.: 25-2-01607-32 Being an action for: Tax Lien Foreclosure

Plaintiff: Spokane County, a Political Subdivision of the State of Washington

Defendant: Tampien Enterprises, LLC Attorney for Plaintiff: Lawrence Haskell

Telephone No.: 509-477-5764

19. A Lis Pendens of said action was recorded on July 1, 2025 under Recording No. 7425520 in the official records.

**End of Special Exception** 

Order Number: 25-41433-VTE Guarantee No.: 000027536

## **INFORMATIONAL NOTES**

- 1. Said necessary parties (other than those having a claim or interest by reason of matters shown in Exceptions) to be made defendants in said action to be brought by the plaintiff, are as follows:
- 2. The name of a newspaper of general circulation for the publication of a notice of sale:

The Spokesman Review Spokane Valley News Herald Cheney Free Press

## **EXHIBIT A**

Order Number: 25-41433-VTE Guarantee No.: 000027536

## PROPERTY DESCRIPTION:

All that portion of Lot 2, Block 3, of the Plat of Northview Estates, according to the plat thereof recorded in Volume 30 of Plats, Page(s) 28-31, records of Spokane County, Washington.

Beginning at the most Northerly comer of said Lot 2, Block 3;

Thence South 69°19'51" West along the North line of said plat 109.08 feet;

Thence South 00°00°00\* East along the West line of said Lot 2, Block 3 a distance of 5.34 feet;

Thence North 69°19'51" East on a line parallel to and 5.00 feet Southerly of said North line. to a point on the Westerly right of way line of Northview Lane;

Thence Westerly along said right of way to the true point of beginning;

Situate in the County of Spokane, State of Washington.

## AFTER RECORDING MAIL TO:

**Builders LTD** P O Box 699 Mead, WA 99021

Filed for Record at Request of: First American Title Insurance Company

First American Title Insurance Company

# STATUTORY WARRANTY DEED

File No: 4251-524117 (AMR)

Date: February 18, 2005

Grantor(s): Howes Quality Development Co, Inc

Grantee(s): Builders LTD

Abbreviated Legal: LOT 2, BLOCK 3, NORTHVIEW ESTATES, VOL. 30, P. 28-31.

Additional Legal on page:

Assessor's Tax Parcel No(s): 26134.0113 and 26134.0114 and 26134.0132 and 26134.0166 and

THE GRANTOR(S) Howes Quality Development Co., Inc., a Corporation for and in consideration of Ten Dollars and other Good and Valuable Consideration, in hand paid, conveys, and warrants to Builders LTD, the following described real estate, situated in the County of Spokane, State of Washington.

LOT 2, BLOCK 3, NORTHVIEW ESTATES, ACCORDING TO PLAT RECORDED IN VOLUME 30 OF PLATS, PAGES 28 THROUGH 31, SPOKANE COUNTY, WASHINGTON.

Subject To: This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.



\$20.00 Spokan

82/23/20**0**5 11:33A Spokane Co, WA

Statutory Warranty Deed - continued

File No.: **4251-524117 (AMR)** Date: **02/18/2005** 

Howes Quality Development Co, Inc, a Corporation

APN: 26134.0113

By: Ronald Howes, President

STATE OF Washington )

COUNTY OF Spokane )

I certify that I know or have satisfactory evidence that **Ronald Howes**, is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they is/are authorized to execute the instrument and aknowledged it as the **President** of **Howes Quality Development Co, Inc** to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: +

Anna M. Rapp

Notary Public in and for the State of Washington

Residing at: Spokane

My appointment expires: 5/29/08

WALK OF WASHINGTON

# FOR ROOK 304 PAGE 640 STATE OF WASHINGTON

# 396491B

# RIGHT OF WAY CONTRACT

Line No	503-29	
R/W No	8-32-472	
State	Washington	
County	Spokene	
Rods	79	
W.O. No.		

KIGHT OF HAT CONTINUE :

For and in consideration of the sum of Ten (\$10	.00) Dollars cash, the receipt of which is hereby acknowledged, are (\$1.00) Dollar per lineal rod of pipeline constructed under the
terms hereof, to be paid at the time <b>Z</b> ad in the manner	hereinafter set forth,
William/Knott and Do	rothy M. Knott, his wife
whose address is Rt. 5, Spokane, Washing	ton
hereinafter referred to as Grantors, (whether one or PIPELINE CORPORATION, a Delaware corporation, the right to select the route for and construct, maintaine of the construct of oil, go the transportation oil oil, go the transportation oil oil, go the transportation oil	more), do hereby grant and convey unto PACIFIC NORTHWEST its successors and assigns, hereinafter referred to as Grantee, ain, inspect, operate, protect, repair, replace, alter or remove a as and the products thereof, on, over and through the following the owners in fee simple, situated in the County of
Spokane ; State of Was	hington , to-wit:
·	22, 23, & 24 of KEMPE'S ACRE TRACTS, Except of Tract 19.
their mains to meet street grades as e	ture time it becomes necessary to raise or lower stablished by the county engineer, this they will
do at their expense.	
gress and egress to and from said line or lines,	, Range, together with the right of in- or any of them, for the purposes aforesaid; hereby releasing and
waiving, as to Grantee, all rights under and by virtue	
thereof and before pipeline construction is comme	survey of the route for its pipeline and has established the route nced, it will pay Grantors, in proportion to Grantors' respective ar per lineal rod of pipeline so surveyed and established.
granted; and Grantors agree not to build, create or struction, building, engineering works, or other struction, frantee's rights hereunder. Grantee hereby agrees to timber, fences or buildings of said Grantors from the tually agreed upon, shall be ascertained and determined and Grantors, their successors, heirs or as signs, and the third by the two so appointed, and the	oy the above described premises, except as to the rights herein construct or to permit to be built, created or constructed any observers over or that would interfere with said pipeline or lines or to pay any damages which may arise to growing crops, pasturage, e exercise of the rights herein granted; said damages, if not munined by three disinterested persons, one to be appointed by the signs, one to be appointed by the Grantee, its successors or asswritten award of such three persons shall be final and conclusive.
Shorticknows desoxones pipekine des kaid ander xi	ries gronn, rackangs niones ann ach inimucha considerani un academborach un
HECKSOOCKASI KASHI HENKURIKAS KASII ERIKANIKAS KA	
payment to any of the Grantors for the benefit of all	· · · · · · · · · · · · · · · · · · ·
buried to such depth as will not interfere with such	
The Grantee shall have the right to assign this	
The interest of the Grantee in the property cov in accordance with the provisions of the Mortgage a west Pipeline Corporation to J. P. Morgan & Co., Ir	ements between the parties hereto and that no representations or fying or adding to or changing the terms of this agreement. ered hereby is to be held by the Grantee subject to the lien of and and Deed of Trust dated as of October 1, 1955, from Pacific Northmer, and Robert P. Howe, as Trustees.
administrators, personal representatives, successor	contract shall extend to and be binding upon the heirs, executors, is and assigns of the parties hereto.  and easement unto said Grantee, its successors and assigns until
such first pipeline be constructed and so long there	after as a pipeline is maintained thereon.
IN WITNESS whereof the Grantors herein have	executed this conveyance this 29 day of May, 1954
WITNESSES: Just Bust	William E. Front (Seal)
1% Excise Tax on Real Estate	Jorothy M. Knott (Seal)
Sale, Amt Pd \$ 226 42  Date /2 23 55No. 689(	)7(Seal)
Joe A. Stewart, Co. Treas	(0.1)

the uses and purposes therein mentioned.

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

Notary Public in and for the	e i Sanise de la companya	
Motary Public in and for the	e State of	

Parcel # 13624-9014-22-32-34-51-66 ing to Date: 7/20/80 wat Numo/No: Edwart; Aus Ave y Austra Pd #1389

Grapared By: \_

Heq By: (Land Dev) -

9011010325

Imposo: Up Grade of EAds N O SCOT

VAL 1151 PAGE 1885

NOTICE ТО THE

AGREEMENT WAIVING PROTEST TO FORMATION OF ROAD IMPROVEMENT DISTRICT:

KNOW ALL MEN BY THESE PRESENTS, That R. Maurice Cooper and Marilyn Cooper

being the owners of the following described lands in consideration of Mo Benefits to be hereafter derived do for themselves, their heirs, grantees described lands in consideration of Mutual assigns, hereby agree to the following:

There may be a need in the future to construct a public road to serve the lands herein described. Said road shall be constructed in accordance with the then\_adopted County road standards for public roads. Said road to follow, as near as practicable, the existing County road right of way.

If additional right of way is required, the owners, their heirs and/or assigns agree to deliver to Spokane County a properly signed and executed Right of Way Deed covering the required additional right of way.

The owner(s) or successor(s) in interest agree to authorize Spokane County to place their name(s) on a petition for the formation of a Road Improvement District (RID) by the petition method pursuant to Chapter 36.88 RCW, which petition includes the owner(s) property, and further not to object, by the signing of a ballot, to the formation of a RID by the resolution method pursuant to Chapter 36.88 RCW, which resolution includes the owner(s) property. If a RID is formed by either the petition or resolution method, as provided for in Chapter 36.88 RCW, the owner(s) or (1) that the improvements or construction successor(s) further agree: contemplated within the proposed RID is feasible, (2) that the benefits to be derived from the formation of the RID by the property included therein, together with the amount of any County participation, exceeds the cost and expense of formation of the RID, and (3) that the property within the proposed RID is sufficiently developed. Provided, further, the owner(s) or successor(s) shall retain the right, as authorized under RCW 36.88.090, to object to any assessment(s) on the property as a result of the improvements called for in conjunction with the formation of a RID by either petition or resolution method under Chapter 36.88 RCW and to appeal to the Superior Court the decision of the Board of County Commissioners affirming the final assessment roll.

By allowing a building permit to be issued on property having access from an unmaintained County road Spokane County assumes no obligation for said road, and the owners hereby acknowledge that the County has no obligation of any kind or nature whatsoever to establish, examine, survey, construct, alter, repair, improve, maintain, provide drainage or snow removal on said The requirement is and shall run with the land and shall be binding upon the owners, their heirs, successors or assigns, until said road is improved to County standards and accepted by the County for maintenance.

The above conditions and covenant apply to the following described property: (The above conditions also apply to: Edna St, Avis Avenue and Austin Road #1389)

Lots 1 thru 5, Block 1; Lots 1 thru 8, Block 2 of HILLCREST NORTH ADDITION, as recorded in Volume 9, of Plats, Page 36; AND ALSO Tract 14 EXCEPT the North 200 feet of the East 200 feet thereof; all of Tracts 15, 16, 17, and 18; also Tract 19; EXCEPT the South 400 feet of the West 218 feet of the East 623 feet and the South 538 feet of the East 405 feet of said Tract 19; and also all of Tracts 20, 21, 22 23, and 24 of KEMP's ACRE TRACTS, all in the Southeast Quarter (SE½) of Section 13, Township 26 North, Range 42 E.W.M., in Spokane County, Washington.

The undersigned owners, their heirs, successors or assigns hereby release Spokane County, and all its officers, employees and agents from any responsibility or liability for any damage whatsoever to the hereinabove described lands and improvements thereon as a result of allowing a building permit to be issued on property which is served by a Unmaintained County road.

# VOL. 1151 PAGE 1886

These requirements are and shall run with the land and shall be binding upon the owners, their heirs, successors or assigns. This agreement shall expire after ten (10) years from the date of execution below.

IN WITNESS WHEREOF, we have hereunt of , 1990	o set our hand(s) and seal(s) this day
	Maustran
	R. Maurice—Cooper
	Marilyn Cooper  Marilyn Cooper
STATE OF WASHINGTON ) COUNTY OF SPOKANE ) ss	
On this day personally appeared before i	me R. Maurice and Marilyn Cooper
personally known to me to be the individent and acknowledged the said instrument said individual(s), for the uses and pu	dual(s) who executed the forgoing instrument t to be the free and voluntary act and deed of urposes therein mentioned.
Given under my hand and seal this	day of Tovernbox, 19 90.
	Notary Public In and for the State of
2 · 1 · 2	2. Motaly labile in anality the State of
	Washington residing at Spokene

RECEIVED FILED OR RECORDED REQUEST OF 629

Nov | 4 11 PM '90

WILLIAM E. DONAHUE AUDITOR SPOKANE, COUNTY, WASH.

WX -

rai ses



After Recording Return To: Spokane County Engineer's Office

Attn: Development Services Department 1026 West Broadway Avenue Spokane, WA 99260-0170

Document Title: Title Notice

Grantor(s): Government, County of Spokane

Grantee(s): The Public

Name of Plat: Northview Estates First Addition (PN-1794-96)

Abbr. Description: Portion of SE1/4, Section 13, Township 26N., Range 42 E., W.M., Spokane County, WA. Legal Owner: Royce H. Moe and Ruth Moe, husband and wife, Howes Quality Development Company

Inc., A Washington Corporation

Assessor's Tax Parcel ID Number: A portion of parcels 26134.0166,26134.0157, 26134.0140, 26134.0408,26134.0305, 26134.0304, 26134.0132, 26134.0114,26134.0113, 26134.0122, 26134.0134

Filed by:

Spokane County Public Works, Division of Engineering and Roads

1026 West Broadway, Spokane, WA. 99260-0170

(509) 477-3600

The parcels of property generally described as all building lots of the plat and legally described as Lots 1-18 inclusive, Block 1; Lots 1-12 inclusive, Block 2; and Lots 1-19 inclusive, Block 3. Northview Estates First Addition, Spokane County Plat No. P-1794, is the subject of a land use action that has special requirements with regard to basement design. Project File No. P-1794 is available for inspection and copying in the Spokane County Division of Engineering and Roads. The owner(s) of this property are hereby given notice of the following:

Issuance of a building permit will be based upon meeting the criteria outlined in the Geotechnical Evaluation dated February 24, 2004, prepared by Budinger & Associates, Inc. recorded as Auditor's Document No. 5049652.

The terms of this notice shall run with the land and apply to the applicant, owner, heirs, assigns and successors in interest.

Release of this Title Notice can only be accomplished through the authority of the Spokane County Engineer by recording of a "Title Notice Extinguishment" based upon a finding that such release should occur.

Name: Wendy B. Iris, PE Title: Plan Review Engineer Spokane County Public Works Division of Engineering and Roads



Spoka	ane County Engineers W Broadway					
Spok	ane WA 99260-0170					
Dealerston of COVENDIUS						
Docu	ment Title Conditions and Restrictions of Northview Estates					
Dofor	Pence Numbers					
Lega	Description Portion of S.E. 1/4 of Beeting, 23,					
Parce	el Number 26134.0122, .0134, .0157, .0166, .0113, .0114, .0132,					
Cron	26134.0304, .0305, .0408, .0301 Howes Quality afters and Grantees Development Co., Inc.					
GIAL	Monthy ou Estates Addition					
1	In consideration of the approval by Spokane County of Northview Estates Addition					
	inafter referred to as the "Development"), the undersigned covenants and agrees that:					
(Here						
1.	The subdivider/sponsor will construct the private roads and associated drainage facilities in conformance with the approved plans on file in the County Engineer's Office.					
2.	A lot is served by a private road when: a, the only road frontage for the lot in the Development is on t private road, or; b, a lot having frontage on more than one road (public or private) constructs an approach the private road.					
3.	The Northview Estates					
	Home Owners Association or their successors in interest shall maintain the private roads and associated drainage facilities in conformance with the approved plans on file in the County Engineer's Office.					
4,	The owner(s) of any lot created by the Development or alternation thereof and served by a private road shabe responsible for maintenance of said private road, including associated drainage facilities.					
5.	Maintenance financing of the privateroads and associated drainage facilities shall be in a manner determined					
	by the Northview Estates					
	Home Owners Association or their successors in interest.					
δ.	Should the Northview Estates					
	Home Owners Association be terminated for any reason, the successors in interest shall be the individual lot					
	owners, or their successors in interest, who are members of the Northview Estates					
	Home Owners Association at the time of said termination.					
7.	In the event such private road including associated drainage facilities is improved to Spokane County standards					
	for public streets, and the County is willing to occupy the dedication of the desired to appear					

for public streets, and the County is willing to accept the dedication of such road and drainage facilities, each

Owners of lots within the Development who are served by such road, may sue and recover damages and attorneys' fees from any owner of any lot within the Development which is similarly served who refuses to participate in the road and drainage facilities construction, financing, and maintenance.

WARNING: Spokane County has no responsibility to build, improve, or maintain or otherwise service the private roads, and associated drainage facilities contained within or providing service to the property described in the Development. By accepting this development or subsequently by allowing a building permit to

be issued for property on a private road, Spokane County assumes no obligation for said private road and the owners hereby acknowledge that the County has no obligation of any kind of nature whatsoever to establish, examine, survey, construct, after repair, improve, maintain, provide drainage or snow removal on a private road or its' associated drainage facilities.

lot owner shall execute any documents necessary to accomplish such dedication.

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10.	Whenever the Northview Estates
	Home Owners Association or their successors in interest fail to maintain the drainage facilities in
	conformance with the approved drainage plan, a notice will be given to the Northview Estates
	Home Owners Association or their successors in interest by the County. If not corrected after 10 days, the
	County has the right to correct the maintenance failure or have it corrected at the expense of the
	Home Owners Association, their successors in interest, or lots in the development.
11.	Spokane County does not accept the responsibility of maintaining the drainage course on private lots within drainage easements or floodplain areas, no the responsibility for any drainage, whatsoever, including but not limited to inverse condemnation to any properties due to deficient construction and/or maintenance of drainage courses in drainage easements on private property.
12.	This covenant and agreement shall run with the land and shall be binding upon the owner, their heirs, successors or assigns, including the obligation to participate in the maintenance of the private road and drainage facilities as provided herein.
	Il all in a part de la
	OWNER Howes Quality Development Co., Inc.
	Man & Rower Pills.
	OWNER
	Dated this <u>24</u> day of <u>AUNST</u> , 20 <u>04</u>
STA	TE OF WASHINGTON )
	:ss
Cou	nty of Spokane )
	On this day personally appeared before me Ron D. Howes
ackn	vn to me to be the individual(s) described in and who executed the within and foregoing instrument and nowledged that he/she/they signed the same as his/her/their free and voluntary act and deed for the uses and poses therein stated.
GIV.	TEN UNDER MY HAND AND OFFICIAL SEAL this 25th day of August, 2004.
	Janes Rand
	Notary Public in and for the State of Washington, residing at Spokane
	Official Seal Y MARIAN RUSH



**5124702** Page: 1 of 24 09/17/2004 03:12P Spokane Co, WA

When recorded return to:

Howes Development Co. Inc. 14 W. Graves Rd. Spokane, Wa. 99218

# DECLARATION OF COVENANTS FOR NORTHVIEW ESTATES

Located in the SE ¼ of Section 13 Township 26N Range 42 E. W. M. Portions or all of Parcel Numbers 26134.0304; .0305; .0408; .0113; .0114; .0132; .0157; .0166; .0134; .0122; and .0140

HOWES DEVELOPMENT CO. IS OWNER



**5124702**Page: 2 of 24
09/17/2004 03:12P
Spokane Co, WA

# DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF NORTHVIEW ESTATES

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS was made on the date hereinafter set fourth by HOWES DEVELOPMENT CO. INC., a registered Washington corporation, consisting of RON D. HOWES, and GAIL J. HOWES, hereafter referred to as "Declarant".

WHEREAS, Declarant has subdivided the Property into separate lots and streets, and has constructed or will construct thereon certain community improvements and, thereafter, the lots will be sold to the general public (or to builders) for the construction of residential dwellings establishing a residential community, and

WHEREAS, the development shall be hereinafter referred to as the 'Project', and each owner shall receive fee or equitable title to an individual lot (with the right and obligation to construct a dwelling thereon) and a membership in the Northview Estates Homeowners Association, which shall have certain administrative and maintenance responsibilities in the Project, and

WHEREAS, Declarant intends by this document to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all of the said lots and owners thereof.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved, subject to the following declarations, limitations, covenants, conditions, restrictions, and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property, and the Project, and every part thereof in accordance with the plan for the improvements of the Property and the division thereof into a residential subdivision. All of the limitations, covenants, conditions, restrictions, and easements shall constitute covenants which shall run with the land and shall be perpetually binding upon Declarant and its successors-in-interest and assigns, and all parties having or acquiring any rights, title, or interest in or to any part of the Property or the Project.

# ARTICLE I DEFINITIONS

1.1 "ARTICLES" shall mean and refer to the Articles of Incorporation of the Association as amended from time to time.



**5124702**Page: 3 of 24
09/17/2004 03:12F
Spokane Co. WA

- 1 .2 "ASSESSMENT". Shall mean that portion of the cost of maintaining, improving, repairing, operating, and managing the Property which is to be paid by each Lot Owner as determined by the Association under this Declaration.
- 1 .3 "ASSOCIATION" shall mean and refer to the Northview Estates Homeowners Association, a Washington nonprofit corporation, the members of which shall be the Owners of lots in the Project.
- 1.4 "BOARD" or "BOARD OF DIRECTORS" shall mean and refer to the governing body of the Association.
- 1.5 "BYLAWS" shall mean and refer to the Bylaws of the Association as amended from time to time.
- 1 .6 "COMMON EXPENSES" means and includes the actual and estimated expenses of administration of the Association, and of the maintenance, repair, or replacement of those parts of the Project for which the Association is responsible, and any reasonable reserve for such purposes as found and determined by the Board and all sums designated common expenses by or pursuant to the Project Documents.
- 1.7 "DECLARANT" shall mean and refer to Northview Estates, a Corporation, and its successors—in—interest and assigns with respect to the Property, but shall not include members of the public purchasing lots in the Project.
  - 1 .8 "DECLARATION" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, as it may be amended from time to time.
- 1.9 "DECLARATION OF ANNEXATION" shall mean and refer to a recorded instrument by the terms of which a particular parcel or parcels of property may be subjected to the terms of this Declaration, thereby becoming annexed to and part of the Project, all according to Article 2.3 below.
- 1 .10 "DWELLING" shall mean and refer to any residential structure (and appurtenant improvements) constructed or to be constructed upon any individually owned lot in the Project
- 1 .11 "COMMON PROPERTY" shall mean and refer to the land. together with any improvements constructed or to be constructed thereon, described as such on the recorded final plat map of Northview Estates attached. The Common Property shall be owned in common by the Common Properly owners.



**5124702** Page: 4 of 24 09/17/2004 03:12 Spokane Co, WA

- 1 .12 "COMMON PROPERTY OWNERS" shall mean and refer to the Owners of all lots in Northview Estates subdivision. The Common Property Owners shall own, pay taxes on and be solely responsible for the management, operation and maintenance of the Common Property.
- 1 .13 "LOT" shall mean and refer to any particular and separately designated parcel of land resulting from the subdivision of the Project according to the Subdivision Plat, and sold or held for sale to members of the general public. The term Lot shall not, however, include property owned by the Association, Common Property, or dedicated streets.
- 1 .14 "MEMBER" shall mean and refer to a person entitled to membership in the Association as provided herein.
- 1 .15 "OWNER" or "OWNERS" shall mean and refer to the record owner or holder of fee or equitable title to a Lot in the Project. This shall include any person having a fee simple title to any Lot, but shall exclude persons or entities having any interest merely as security for the performance of any obligation. Further, if a Lot is sold under a contract of sale (which contract or notice thereof is recorded), the contract purchaser, rather than the fee owner, shall be considered the "Owner".
- 1 .16 "PHASE" shall mean and refer to a particular parcel of property which is or shall become part of the Project pursuant to the recordation of any appropriate Declaration of Annexation. The property described in the original preliminary plat of record for Northview Estates shall automatically be annexed as it is developed out but not limited to the original plat of record.
- 1 .17 "PROJECT" shall mean and refer to the entire Property including all structures and improvements erected or to be erected thereon, and including all phases annexed thereto.
- 1 18 "PROJECT DOCUMENTS" means and includes this Declaration as it may be amended from time to time, the exhibits attached hereto, the Subdivision Plat, the Articles and Bylaws of the Association, and the rules and regulations for the members as established from time to time.
- 1.19 "PROPERTY" or "PROPERTIES" means and includes the real property covered by this Declaration, and all improvements erected thereon and all property, real, personal or mixed intended for or used in connection with the project.
- 1.20 "STORM WATER DISPOSAL SYSTEM" shall mean and refer to the street gutters, curbs, curb drops, grassed percolation and storm water retention areas, and drywells constructed or to be constructed within property for the purpose of collection, treating and disposing of storm water runoff. Including all piping, ponds, and structures offsite that are a part of the entire storm water system, and all piping, ponds, roadways and easements on site.



**5124702**Page: 5 of 24
09/17/2004 03:12F
Spokane Co. NA

- 1 .21 "STREETS" shall refer to those parts of the Project which been dedicated to Spokane County, as described on the Subdivision for use as public roadways, including cul-de-sacs so dedicated.
- 1 .22 "PRIVATE ROADS" shall refer to those parts of the Project which are designated as private roads as described on the Subdivision Plat.

# **ARTICLE 2**

# <u>DESCRIPTION OF PROJECT. DIVISION OF PROPERTY, AND</u> <u>CREATION OF</u>

# PROPERTY RIGHTS AND OBLIGATIONS

- 2 .1 **Description of Project.** The project consists of the underlying Property with the residential dwelling and all other improvements and systems located or to be located thereon, regardless of the ownership thereof.
- 2 .2 **Division of Property.** The Property and its management responsibility are hereby divided as follows:
  - 2.2.1 Lots and Dwellings. Each of the lots as separately designated, numbered, and shown on the Subdivision Plat shall be conveyed to and owned by an individual purchaser or purchasers, subject to the requirements and restrictions set forth in the Declaration. Each owner shall have the right and obligation to construct a Dwelling on his Lot, subject to the restrictions set forth in Article 9 below. The Owner of each Lot, by virtue of such ownership, shall automatically become a Member in the Association.
  - 2.2. 2 Streets. Private roads within the Project, shall be maintained by the Owners of those lots which are adjoining to the private roads within the Project as provided for in the Declaration of Covenant Requiring Private Maintenance of Plat Approved Private Roads executed by Declaration in conjunction with the Plat Dedication. The owners of those lots which are adjoining the private roads with the Project shall be required to execute Private Road Maintenance Agreements which will provide for the maintenance and repair of the private roads.
  - 2 .2. 3 Common Property. The Common Property known as Tracts within and outside the Project shall be owned in equal undivided interests by the Common Property owners of all the lots. As the Owner of an undivided interest, each Common Property Owner shall have the right to easement of use and enjoyment in and to the Common Property. Each Common Property Owner shall be responsible for an equal share of the cost of taxes, claims, managing, maintaining, repairing, improving and insuring the Common Property, which management, maintenance, repair, improvements and insurance shall be provided for according to the

majority vote of the Common Property Owners (voting being conducted on a vote per lot basis). Such obligation shall be a lien on each such Lot, foreclosable as a mortgage in favor of each other Common Property Owner. The fractional undivided common interest appurtenant to each Lot owned by the Common Property Owner is declared to be permanent in character and cannot be altered without the consent of all Owners affected and the consent of any mortgage's affected ), as expressed in a recorded instrument. Such common interest cannot be separated from the Lot to which it is appurtenant. The Homeowners Association shall have the responsibility for the operation, management or repair of the Common Property.

- 2.2.4 Storm Water Disposal System. The Project shall be serviced by a storm water disposal system. Exhibit "A", consisting of the concrete curbs, and curb drops, piping, grassed percolation and storm water retention areas, access roads and drywells as well as maintenance and operation of the offsite stormwater facility that is shared by Forest Hills 4th Addition. All components of the storm water disposal system shall be constructed as per the accepted road and drainage plans on file at Spokane County. Maintenance of the drainage facility must be as per the Operations and Maintenance manual as prepared for this project by Thomas Dean and Hoskins, Inc. The Association shall be responsible for the proper maintenance of grassed percolation retention areas. 'Proper Maintenance' shall mean maintaining the area with a live cover of grass depicted in approved plans on file with Spokane County Engineering Department and maintaining clear all attendant curb drops. Spokane County shall have the right to monitor the operations and maintenance of the storm water disposal system. If, in the opinion of Spokane County the Association is unable to properly maintain the storm water disposal system, the County and/or its agent shall be reimbursed by the Association for any work completed by the County or its agent. In order for Spokane County to perform in this capacity, it shall have the right of ingress and egress over all easements set aside for storm water disposal. If needed the agreement to implement a Contingency Plan, Resolution No. 03-0780, as recorded with the Spokane County Auditor recording doc. # 4975769, shall be the financial obligation of the developer and responsibility (prior to the formal establishment of a Homeowners Association) or the Northview Estates and Forest Hills 4th Addition Homeowners Association.
- 2 3 Annexation of Additional Parcels. Additional parcels may be annexed to the Property and become subject to this Declaration by either of the following methods:
  - 2.3.1 Annexation Pursuant to Plan. The Property described in original Preliminary Plat of record, or any portion thereof, may be annexed to and



**5124702** Page: 7 of 24 09/17/2004 03:12F Spokane Co, NA

become a part of the Project, subject to this and subject to the jurisdiction of the Association, without the assent of the Association or its Members, on condition that:

- 2. 3. 2 Any annexation pursuant to this Subparagraph shall be made prior to seven (10) years from the date of recordation of this Declaration or of the Declaration of Annexation for any phase of the Project.
- 2.3.3 A Declaration of Annexation shall be recorded by Declarant and by the owner of the annexed Parcel, (if other than Declarant) covering the applicable portion of the property to be annexed. Said Declaration shall incorporate complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added property, and as are not inconsistent with the scheme of this Declaration.
- 2 .3 .4 Annexation Pursuant to Approval. Upon the vote or written assent of Declarant (while Declarant is an owner) and of one/thirds (1/3) of the total votes residing in Member of the Association other than Declarant, the Owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may record a Declaration of Annexation in the manner described in the preceding Subparagraph. Upon annexation of a new phase, pursuant to either Paragraph 2 .3 .1 or 2 .3 .2 the annexed parcel shall become subject to this Declaration without the necessity of amending individual sections hereof The Owners of the Lots in a new phase will automatically become Members of the Association, and shall be entitled to all applicable benefits and subject to all applicable responsibilities associated with membership. Declarant hereby reserves to itself, its successors and assigns, the right to, and agrees that it will, grant to the Owner of Lots in any new or preexisting phase, such nonexclusive easement as may be necessary to the completion of the development of a new phase and the annexation thereof into the Project in accordance with the intent of this Declaration, provided, however, that any easements of ingress and egress shall be limited to dedicated streets within the Project and to areas owned or maintained by Declarant or the Association. Areas of specific annexation would be those parcels adjacent or in proximity to the north, east, south and west of Northview Estates

#### ARTICLE 3

# ASSOCIATION. ADMINISTRATION. MEMBERSHIP AND VOTING RIGHTS

3 1 ASSOCIATION TO MANAGE PROJECT. The Owners of all the Lots covenant and agree that the administration of the Project shall be in accordance with the provisions of this Declaration, the Articles, and the Bylaws of



**5124702** Page: 8 of 24 88/17/2004 03:12P Spokane Co, WR

the Association, subject to the standards set forth in this Declaration and all applicable laws, regulations and ordinances of any governmental or quasi-governmental body or agency having jurisdiction over the Project. Notwithstanding the generality of foregoing, the primary function of the Association shall be the enforcement of the restrictions set forth in the Declaration, the maintenance of landscaping within the landscape areas and easements as set forth in the Subdivision Plat, the maintenance of all median and divider strips located within the streets within the Project, and any related maintenance to the storm water system.

- 3 .2 **MEMBERSHIP.** The Owner of a lot shall automatically upon becoming an Owner, be a Member of the Association, and shall remain a Member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership shall be in accordance with the Articles and the Bylaws of the Association.
- 3 .3 TRANSFERRED MEMBERSHIP. Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Lot to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in his name to the purchaser of his lot, the Association shall have the right to record the transfer upon its books and thereupon the membership outstanding in the name of the seller shall be null and void.
- 3 .4 **CLASSES OF MEMBERSHIP.** The Association shall have three (3) classes of voting membership established according to the following provisions:
  - 3.4.1 Class A Membership. Class A Membership shall be that held by each owner of a Lot other than Declarant, and Builders, and each class A Member shall be entitled to one (1) vote for each Lot owned. If a Lot is owned by more than one (1) person, each such person shall be a Member of the Association but there shall be not more than one vote for each Lot.
  - 3 .4 .2 Class B Membership. Class B Membership shall be that held by Builders or Contractors who own lots. Each class B Member shall be entitled to two (2) votes per each lot owned, until such a time that lot ownership changes to homeowner, than each lot will revert to Class A membership.
  - 3 .4 .3 Class C Membership. Class C Membership shall be that held by Declarant (or its successors-in-interest) who shall be entitled to three (3) votes for each Lot owned by Declarant; provided that Class C Membership shall be convened to Class A Membership through Class B Membership and shall forever cease to exist on the occurrence of whichever of following is first in time:



**5124702** Page: 9 of 24 09/17/2004 03:12F Spokane Co, UA

- 3 .4 .3 .1 When the total outstanding votes held by Class A Members (all phases) equals the total outstanding votes held by Class B Member (all phases) and Class C Member (all phases). Once Class B and C Membership is converted it shall forever cease to exist regardless of the annexation of additional phases within the Project or
- 3 .4 .3 .2 On the tenth anniversary of recordation of this Declaration.
- 3 .5 **VOTING REQUIREMENT.** Except where otherwise expressly provided in this Declaration, the Articles or the Bylaws, any action by the Association which must have the approval of the Association Membership before being undertaken shall require the vote or written assent of the prescribed percentage of the total voting power (all classes) of Association.
- 3 .6 COMMENCEMENT OF VOTING RIGHTS. Voting rights attributable to any Lot in a phase other than the first phase shall not vest until that Lot shall also be subject to assessment obligations to the Association pursuant to Article 4 below.
- 3 .7 **MEMBERSHIP MEETINGS.** Regular and special meetings of Members of the Association shall be held with the frequency, at the time and place, and in accordance with the provisions of the Bylaws of the Association.
- 3 8 **BOARD OF DIRECTORS.** The affairs of the Association shall be managed by a Board of Directors which shall be established and which shall conduct regular and special meetings according to the provisions of the Bylaws of the Association.

# <u>ARTICLE 4</u> <u>MAINTENANCE AND ASSESSMENTS</u>

4 1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant for each Lot owned within the Project 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: (regular assessment charges, and special assessments) for capital improvements and unexpected expenses, such assessments to be established and collected as provided herein and in the Bylaws of the Association. The regular and special assessments, together with interest, costs, and actual attorneys' fees, shall be a charge and a continuing lien upon the Lot against which each assessment is made, the lien to become effective upon levy of the assessment. Each such assessment, together with



**5124/02** Page: 10 of 24 09/17/2004 03:12 Spokane Co, WA

interest, costs, and actual attorneys' fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. No Owner of a Lot may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any part of the Project or by the abandonment of his Lot.

- 4 .2 PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the Project, and shall include (as part of the regular periodic assessments) an adequate reserve for maintenance, repairs and replacement of those areas owned and managed by the Association, and which must be replaced on a periodic basis. Specifically, and without limiting the generality of the foregoing, the assessments shall be used to cover expenses of administering the Association, of enforcing the covenants, conditions and restrictions of the Declaration, of providing for the insurance for the Association, and of providing for the maintenance of landscaped areas of the Project, and of roadways, stormwater system, medians and dividers, located within the project and any and all of storm water facilities.
- 4 .3 **REGULAR ASSESSMENTS.** Until the first day of the fiscal year immediately following the closing of the sale of the first Lot in the Project, the regular annual assessment per Lot shall be such amount as is set forth in the Project budget prepared by Declarant, payable in periodic installments as determined by the Board. Each Lots share for the first Association fiscal year shall be prorated based on the number of months remaining in that fiscal year. Thereafter, the Board shall determine and fix the amount of the annual assessment against each Lot at least sixty (60) days in advance of the beginning of each fiscal year.
- 4.4 SPECIAL ASSESSMENTS. In addition to the regular assessments authorized above, the Board may levy, in any fiscal year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement within the Project or part of the Project including offsite drainage facilities, including fixtures and personal property related thereto, or to defray any unanticipated or underestimated regular assessment. Special assessments may also be levied against an individual Lot and its Owner to reimburse the Association for costs incurred in bringing that Owner and his Lot into compliance with the provisions of this Declaration and the Bylaws including attorneys' fees and costs.
- 4 .5 ALLOCATION OF ASSESSMENTS. Each lot, including Lots owned by Builder Contractor and Declarant, shall bear an equal share of each regular and special assessment (except for special assessments imposed against an individual Lot and its owner under the preceding Subparagraph). The equal allocation of assessments shall not affect the obligation of any limited Common Property Owner to pay his or her share of expenses relating to such Common Property, all as provided in Article 2 above.



**5124702**Page: 11 of 24
89/17/2004 03:12P
Spokane Co, WA

- 4 .6 DATE OF COMMENCEMENT OF ASSESSMENT. Due dates. The regular assessments provided for herein shall commence as to all Lots in the Project or any phase thereof on the first day of the month following closing of the sale of the first Lot in the Project or phase thereof Due dates of assessments shall be annual.
- 4 .7 TRANSFER OF LOT BY SALE OF FORECLOSURE. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the liability for and lien of such assessments as to payments which become due prior to such sale or transfer (except for assessment liens recorded prior to the mortgage). Such unpaid dues or charges shall be deemed to be common expenses collectible from all of the Lots including such mortgages. In a voluntary conveyance of the Lot the grantee of the same shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of the unpaid assessments due the Association and such grantee shall not be liable for, nor shall the Lot conveyed by subject to a lien for, any excess of the amount set forth in the statement; provided, however, the grantee shall be liable for any such assessment becoming due after the date of any such statement.
- .8 **ENFORCEMENT** OF ASSESSMENT, OBLIGATION. PRIORITIES, DISCIPLINE. If any part of any assessment is not paid and received by the Association or its designated agent within ten (10) days after the due date an automatic late charge of Five Dollars (\$5.00) shall be assessed and additional Five Dollar (\$5.00) surns shall be assessed for each month or fraction thereof from the due date until the assessment and all late charges are paid. Each assessment shall constitute a lien on each respective Lot prior and superior to all other liens except (1) all taxes, bonds, assessments and levies which, by law, would be superior thereto, and (2) the lien or charge of any mortgage or deed of trust of record made in good faith and for value. Such lien, when delinquent, may be enforced by sale by the Association, its attorney or other person authorized by this Declaration or by law to make the sale, after failure of the Owner to pay such assessment in accordance with the provisions of Washington law applicable to the exercise of powers of sale in deeds of trust, or by judicial foreclosure as a mortgage, or in any other manner permitted by law. The Association, acting on behalf of the Lot shall have the power to bid for the Lot at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses, rent and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may impose reasonable monetary penalties including actual attorneys' fees and costs and may temporarily suspend the Association membership rights of a



**5124702**Page: 12 of 24
09/17/2004 03:12P
Spokane Co. UP

Lot Owner who is in default in payment of any assessment, after notice and hearing according to the Bylaws.

# ARTICLE 5 DUTIES AND POWERS OF THE ASSOCIATION

- 5 .1 **DUTIES AND POWERS.** In addition to the duties and powers enumerated in the Bylaws and Articles, or elsewhere provided for herein, and limiting the generality thereof the Association shall:
  - 5 1 1 Maintain, repair, replace and manage all landscape materials, grass, automatic landscape irrigation system, signs, storm sewer system, and fencing within all tracts within and future additions to Northview Estates and any offsite facilities, and all property that may be acquired by the Association.
  - 5.1.2 Enforce the provisions of this Declaration by appropriate means, including without limitation, the expenditures of funds of the Association, the employment of legal counsel, and commencement of actions.
  - 5 .1 .3 Maintain such policy or policies of insurance as are required by this Declaration or as the Board deems necessary or desirable in furthering the purposes of and protection the interests of the Association and its Members.
  - 5.1.4 Have the authority to employ a manager or persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, subject to the Bylaws and restrictions imposed by any governmental or quasi-governmental body or agency having jurisdiction over the Project.
  - 5 .1 .5 Adopt reasonable rules not inconsistent with this Declaration, the Articles, or the Bylaws relating to the use of particular areas within the Project, and the conduct of Owners and their tenants and guest with respect to the Property and other Owners.
  - 5.1.6 Maintain, repair, replace and manage the living landscaping materials and grass, automatic landscape irrigation system, and sign lighting on all of the subdivision plat as indicated on the approved plans, or what becomes physical during or after construction of common areas.
- 5 .2 ASSOCIATION EASEMENTS AND ACCESS TO LOTS. For the purposes of performing the maintenance authorized by this Article or for any other purpose reasonable related to the performance by the Board of its



responsibilities under this Declaration, the Association (and its agents and problems) shall have an easement over and onto all portions of the Project, and shall also have the right, after reasonable hours, to enter any lot.

# ARTICLE 6 UTILITIES

- 6 1 OWNERS' RIGHTS AND DUTIES. The rights and duties of the Owners of Lots within the Project with respect to utilities shall be as follows:
  - 6 .1 1 Whenever water, electric, gas, television receiving, or telephone lines or connections are located or installed within the Project, which connections or any portion thereof, is in or upon Lots owned by other than the Owner of a Lot served by said connections, the Owners of any Lots served by said connections shall have the right and are hereby granted an easement to the full extent necessary therefore to enter upon the Lots or to have the utility companies enter upon the Lots in or upon which said connections, or any portion thereof lie, to repair, replace and generally maintain said connections as and when necessary.
  - 6 .1. 2 Whenever water, electric, gas, television receiving, or telephone lines and tines or connections are located or installed within the Project, which connections serve more than one Lot, the Owner of each Lot served by said connection shall be entitled to full use and enjoyment of such portions of said connections as service his lot.
  - 6.1.3 In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, then upon written request to one of such Owners addressed to the Association, the matter shall be submitted to the Board, which shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.
- Easements over and under the Property for the installation, repair, and maintenance of storm sewer, sanitary sewer, water, electric, gas, television, and telephone lines and facilities, such as may be hereafter reasonably required to service the Property, and hereby reserved by Declarant and its successor—in—interest and assigns, including the Association, together with the right to grant and transfer the same; provided however, that no such reservation or grant of an easement shall unreasonably interfere with the use or occupation of any Lot by its Owner or with the construction of a dwelling on any Lot. Any and all governing agencies that are providing services shall have the right to enter on any part of the



plat to install, maintain, or repair sanitary sewer, storm sewer, water lines, cable TV, telephone or communication lines provided they are on designated easements or roadways within the platted area.

# ARTICLE 7 COVENANTS FOR MAINTENANCE

# Each Owner shall keep all Lots owned by him, and all improvements thereon, in good order and repair, including, but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. Garage interiors shall be maintained in a clean and orderly manner, so as to avoid the danger of fire. If, in the opinion of the 'Architectural Committee" as hereinafter defined, any owner fails to perform the duties imposed by the Association after approval by a two-thirds (2/3) decision of the Association Board, and after fifteen (15) days written notice to the Owner to remedy the condition in question, the committee shall have the right, through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and

7 .2 BONA FIDE PURCHASER NOT RESPONSIBLE FOR LIEN. The lien provided in Section 7 .1 hereof shall not be valid as against a bona fide purchaser (or bona tide mortgage) of the Lot in question unless a suit to enforce said lien shall have been filed in a court of record in Spokane County prior to the recordation among the land records of Spokane County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjection the same to such mortgage).

restore the Lot or such improvements and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same

manner as a mortgage) upon the Lot in question.

# ARTICLE 8 USE RESTRICTIONS: GENERAL COVENANTS

8 I NORTHVIEW ESTATES GOVERNMENTAL REGULATION: STRICTESTS STANDARDS CONTROL. Restrictions shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most



**5124702** Page: 15 of 24 09/17/2004 03:12P Spokane Co, WA

restrictive provision of such laws, rules, regulations, deeds, leases of Norhtview Estates restrictions shall be taken to govern and control.

- COMMERCIAL ENTERPRISE. No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any residential lot, or within any building located on a residential lot, unless approved by the association. No goods, equipment, materials, supplies or vehicles (including buses, trucks and trailers of any description) used in connection with any trade, service, or business wherever the same may be conducted shall be kept, parked, stored, dismantled or repaired outdoors on any residential Lot or on any street within Northview Estates. Nothing shall be done on any residential lot which may be or become a public or private nuisance. This restriction shall not be construed, however, as preventing the maintenance of a home office such as, but not limited to, real estate or accounting.
- 8 3 LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling not to exceed 2-1/2 stories in height and a private garage. Out buildings such as storage sheds will be allowed provided siding and roofing conforms to same standards as residence. The size of such storage sheds are to be such as allowed Spokane County building codes.
- 8 .4 **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any Lot at any time as a residence either temporarily or permanently except that tents may be used by Owner or his or her family in "camping out"
- 8 .5 **RESTRICTION AGAINST SUBDIVISION.** No Lot shall be split, Divided, or subdivided for sale, resale, or gift for the purpose of creating another building site.
- 8 .6 GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.
- 8 .7 WATER POLLUTION PREVENTION. In the interest of public health and sanitation, and so that the above described land and all other land in the same locality may be benefited by a decrease in the hazards of stream pollution and by the protection of water supplies, recreation, wildlife, and other public uses thereof an Owner will not use his Lot or Lots for any purpose that would result in the pollution of any waterway that flows through or is adjacent to such Lot by refuse, sewage or other material that might tend to pollute the water table or



waters of any such stream or streams or otherwise impair the ecological balance of the surrounding lands.

- 8.8 **SIGNS.** No sign of any kind shall be displayed to the public view on any Lot except during construction. Advertising the property for sale or rent or signs used by a builder to advertise the property during construction and sales are permitted.
- 8 9 SIGHT DISTANCE AT INTERSECTION. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot within the Triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of rounded property corner, from the intersection of a street property line extended. The same sight-line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
- 8 .10 **RESTRICTION AGAINST OIL AND GAS WELLS.** No wells will be allowed on any lot for the production of, or from which there may be produced, oil or gas, nor shall any machinery, appliance, or structure be placed, operated, or maintained therein in connection with such activities.

## 8.11 ANIMALS.

- 8.11.1 No animal, livestock or poultry of any kind may be raised, bred or kept on any lot. However, cats, dogs, birds or other household pets may be kept in any lawful manner if they are not kept, bred, or maintained for any commercial purpose.
- 8.11.2 Any animals not restricted shall be properly sheltered and cared for.
- 8 .11 .3 Dogs shall be leashed or penned, and not allowed to run loose except under close supervision.
- 8 .12 NUISANCES. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- 8 13 **RECREATIONAL VEHICLES**, recreational vehicles, including boats, snowmobiles, motorcycles, motor homes, campers, and the like are not to be used in Northview Estates either on the Common Property or on any Lot. Such vehicles must be stored out of sight and in a fenced yard.
- 8 14 EXTERNAL LIGHTING. All external lighting considered on and above the norm, shall be non-glare and approved by the Architectural Committee prior to installation.



**5124702** Page: 17 of 24 09/17/2004 03:12P Spokane Co, WA

- 8 .15 VEHICLES. No vehicle in excess of 6,000 pounds gross weight (including campers, motor homes, busses, boats, trucks and trailers of any description) used for private purposes may be dismantled or repaired outdoors on any residential lot or on any street within Northview Estates. No owner shall permit any vehicle owned by him or any member of his family or by an acquaintance which is in and extreme state of disrepair to be abandoned or to remain parked upon his Lot or upon any street within Northview Estates for a period in excess of 48 hours. A vehicle shall be conclusively resumed to be in a state of extreme disrepair when, in the opinion of the Board, its presence offends the reasonable sensibilities of the occupants of Northview Estates. The Board may grant exceptions to any provision of this section for periods of not more than 14 days when requested, in writing, by the Lot owner, which exception may not be renewed.
- 8.16 ANTENNAS. No radio or television antenna shall be permitted to extend more than 10 feet above the roof tine of any residence without the written approval of the Architectural Control Committee obtained in the manner described in Section 9.1.

# <u>ARTICLE 9</u> <u>ARCHITEC</u>TURAL CONTROL

- 9 1 APPROVAL OF PLANS BY ARCHITECTURAL COMMITTEE. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Project, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to quality of workmanship and materials, and harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of three (3) or more representatives appointed by the Board of Directors of the Association. In the event said committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it or if no suit to enjoin the erection of such structures has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.
- 9 2 SPECIFICATION OF REASONS OF DISAPPROVAL. The Architectural Committee shall have the right to disapprove any plans and specification submitted hereunder because of any of the following:
  - 9 .2 .1 The failure of such plans or specifications to comply with any of the Northview Estates restrictions



**5124702** Page: 18 of 24 09/17/2004 03:12P Spokane Co, NA

- 9.2.2 Objection to the exterior design, appearance or materials of any proposed structure;
- 9 .2 .3 Incompatibility of any proposed structure or use with existing structures or uses upon other Lots in the vicinity;
- 9.2.4 Objection to parking areas proposed for any building on the grounds of (a) incompatibility to proposed uses and structures on such Lots or (b) the insufficiency of the size of parking areas in relation to the proposed use of the Lot; or
- Architectural Committee would render the proposed structure, structures or uses inharmonious with the general plan of improvement of Northview Estates or with structures or uses located upon other lots in the vicinity. In any case where the Architectural Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.
- 9.3 UNAPPROVED CONSTRUCTION: REMEDIES. If any structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Architectural Committee pursuant to the provisions of this Article 9 such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article 9 and without the approval required herein, and upon written notice from the Architectural Committee, any such structure so altered, erected, placed or maintained upon any Lot in violation terminated so as to extinguish such violation. If fifteen (15) days after the notice of such a violation the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Association shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question. The lien provided in this Section 9 .3 shall not be valid as against a bona fide purchaser (or bona fide mortgage's) of the Lot in question unless a suit to enforce said lien shall have been filed in a court of record in Spokane County prior to recordation among the land records of Spokane County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).



**5124702** Page: 19 of 24 09/17/2004 03:12F Spokane Co, WA

- 9 4 CERTIFICATE OF COMPLIANCE. Upon completion of the construction or alteration of any structure in accordance with plans and specifications approved by the Architectural Committee, the Architectural Committee shall, upon written request of the Owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such structure and the Lot on which such structure is placed, and stating that the plans and uses to be therewith. Preparation and recording of such certificate shall be at the expense of such Owners. Any certificate of compliance issued in accordance with the provisions of the Section 9 4 shall be prima facie evidence of the facts therein stated and, as to the title insurer, such certificate shall be conclusive evidence that all structures on the Lot and the use or uses described therein comply with all the requirements of this Article 9 and with all other requirements of this Declaration as to which the Architectural Committee exercises any discretionary or interpretive powers.
- 9 5 **DWELLING COST**, **QUALITY AND SIZE**. No dwelling shall be permitted on any Lot at a cost of less than \$200,000.00 exclusive of the price or cost of the land based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be no less than 1200 square feet for a one-story dwelling no less than 800 square feet for a dwelling of more than one story. All structures must incorporate at least a two-car garage with all driveways to be finished with materials common to other existing neighborhoods in area.
- 9.6 BUILDING LOCATION. All structures shall be placed upon a Lot so as to make the structures compatible with other structures or uses upon other Lots in the Project as approved by the Architectural Committee.
- 9 7 RESTRICTION AGAINST RAISING HEIGHT OF GRADE. Neither the buyer nor any person or persons claiming under him shall or will at any time raise the grade of any Lot or Lots herein conveyed above the grade established or to be established by Declarant unless approved by the Architectural Committee. The basement level of all structures shall be at least one foot above the adjacent storm sewer of any said lot in Northview Estates.
- 9.8 RESTRICTION AGAINST EXCAVATION AND GRADING. No excavation for stone, gravel, or earth shall be made on the Lot except for walls, basements, or cellars of dwellings; provided, however, that Declarant reserves the right at any time prior to December 31" 2004 to excavate and grade on the conveyed Lot in connection with the work of laying out and improving Northview Estates; but provided further that Declarant may waive this privilege as to any Lot on which a buyer may desire to erect a building before that date.



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- 9.9 **RESTRICTION AS TO BUILDINGS COVERING OUTSIDE WALLS.** No residence or structure shall be built on any Lot which shall use materials for siding or roofing which have not been approved by the Architectural Committee. No residence or structure of any kind of that is commonly known as "boxes" or "sheet metal" construction shall be built nor shall aluminum siding be allowed. All outside walls shall be double wall constructed. No sheathing similar to T-1 11 will be allowed. All walls to have no less than structural sheathing and lap siding.
- 9.10 **RESTRICTIONS AS TO ROOF CONSTRUCTION.** Roofs shall be covered with composition roofing or such construction and color approved by the Architectural Committee. No less than a 25 year warranty.
- 9 11 **RESTRICTION AS TO FENCES HEIGHT AND STYLE**. No fence or wall shall be erected or maintained on a Lot without the prior written approval of the Architectural Committee as to locations, style, and materials used. Trees, hedging and natural vegetation may be used as a border line with the prior written approval of the Architectural Committee.
- 9 .12 **BRICK YARD LIGHTS.** Post may be constructed with brick, stone or dryvit to match exterior brick, stone, or dryvit on home.
- 9.13 FRONT YARD LANDSCAPING. Front yard landscaping must be completed within 60 days of occupancy on all homes occupied from April 1st through September 1st; homes occupied from September 2nd through March 31st will have until the following June 1st to complete the front yard landscaping as required hereunder. Unoccupied homes will have the same restrictions, only dates would start at time of completion and final inspection by Spokane County Building Department.

## ARTICLE 10

# **GENERAL PROVISIONS**

- 10 1 ENFORCEMENT. The Association, or an Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservation, liens and charges now or hereafter imposed by the provisions of this Declaration, against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- 10 2 **SEVERABILITY.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.



**5124702**Page: 21 of 24
89/17/2004 03:12F
Spokane Co. WA

- 10 .3 AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods often (10) years. This declaration may be amended during the first twenty (20) year period by and instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) of the Lot Owners. No such waiver, termination, or modification shall be effective until the property instrument in writing shall be executed and recorded in the office of the Auditor for the County of Spokane, State of Washington; provided, however, that this provision shall have no application so long as Declarant shall be the Owner of twenty-five (25%) of the existing and future Lots Northview in 10 .4 CONVEYANCE. Each Owner accepting a deed, lease or other instrument conveying any interest in any Lot, whether or not the same incorporates or refers to these restrictions, covenants for himself, his heirs, successors and assigns to observe, perform and be bound by these restrictions and to incorporate the same by reference in any deed or other conveyance of all or any portion of his interest in any real property subject hereto.
- 10.5 **EXCEPTIONS.** Exceptions to any of the above listed covenants and restrictions shall be granted by the Board of Directors when and only when two-thirds (2/3) of the Board determine such exception is in the best interest of the Association and the purposes of these covenants and restrictions.
- 10.6 CALENDAR YEAR. The year for record keeping and other business and related transactions of the Homeowners Association shall be a calendar year.
- Declarant is performing certain work in connection with the subdivision of the property and the construction of community improvements thereon. The completion of that work and the sale of Lots are essential to the establishment of welfare of the property as a residential community. In order that said work may be completed and said property be established as a fully occupied residential community as rapidly as possible, nothing in the Declaration shall be understood or construed to:
  - 10 .7. 1 Prevent Declarant, contractors, or subcontractors, from doing on the property or any Lot, whatever is reasonably necessary or advisable in connection with the completion of the work; or
  - 10 .7. 2 Prevent Declarant or its representatives from erecting, constructing and maintaining or any part or parts of the property, such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing said property as a residential community and disposing of the same in parcels by sale, lease or otherwise; or



10 .7. 3 Prevent Declarant from maintaining such sign or signs on any of the property as may be necessary for the sale, lease or disposition thereof

10 .7 .3 Prevent Declarant from annexing any future additions.

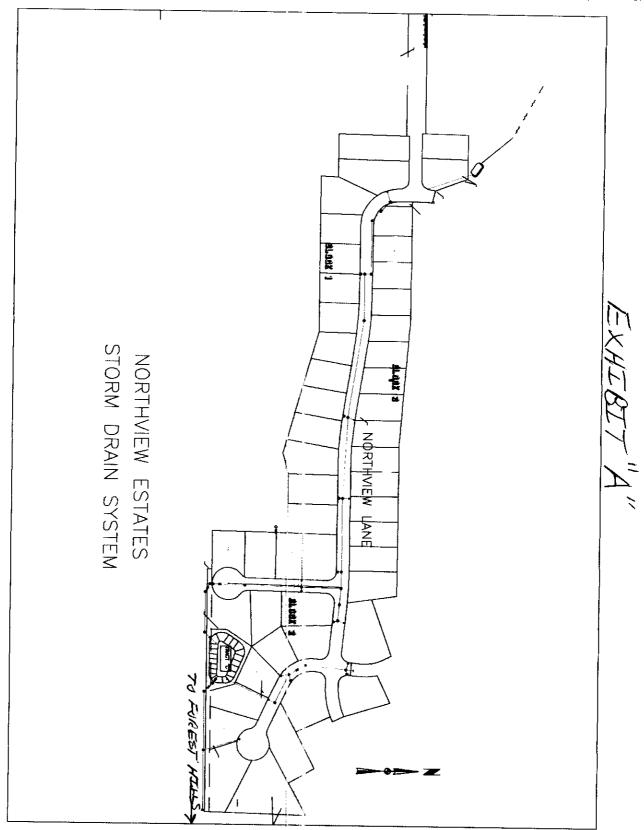
DECLARANT,

NORTHVIEW ESTATES

Ron D. Howes
BY: Ron D. Howes



**5124702** Page: 23 of 24 09/17/2004 03:12P Spokane Co, NA



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Amendment NORTHWIEW ESTATES
Spokane County Washington

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SPOKANE WA 99228			
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Please Type or Print Neatly & Clearly All Information  Document Title(s)			
AMENDMENT			
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Reference Number(s) of Related Documents			/
5329369			
Grantor(s) (Last Name, First & Middle Initial)			
NORTHVIEW ESTATES HOA			
Grantee(s) (Last Name, First & Middle Initial)			· .
Legal Description (Abbreviated form is acceptable) i.e. Section/Township/Ru	ange/1/4 Sectio	n	
Assessor's Tax Parcel ID Number:			
The County Auditor will rely on the information provided on this form. The Staff will completeness of the indexing information provided herein.	not read the do	cument to verify	the Accuracy or
Sign below only if your document is Non-Standard.			
I am requesting an emergency non-standard recording for an additional fee as proving processing requirements may cover up or otherwise obscure some parts standard processing is \$50.	ided in RCW 36 of the text of the	i 18.010. I unde e original docum	rstand that the ent. Fee for non-
Signature of Requesting Party			

**RETURN NAME & ADDRESS** 

### AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR NORTHVIEW ESTATES – ALL ADDITIONS

This Amendment to Declaration is made Monday, February 13<sup>th</sup>, 2012, by the Northview Estates Home Owners Association.

### **DECLARATION AMENDMENTS**

SECTION 4.3 REGULAR ASSESSMENTS. Shall be amended to remove the following language:

Until the first day of the fiscal year immediately following the closing of the sale of the first Lot in the Project, the regular annual assessment per Lot shall be such amount as is set forth in the Project budget prepared by Declarant, payable in periodic installments as determined by the Board. Each Lot's share for the first Association fiscal year shall be prorated based on the number of months remaining in that fiscal year.

#### And:

All lots with address's on Orchard Road or uses access for driveway from Orchard Road will have a reduced annual road maintenance fee due to the fact that Orchard Road will be maintained by Spokane County. This reduction will be 25% less than those lots that are adjacent to the private roadways shown on final plat. All other Association fees will apply. Example: 2005 Association fees are \$140.00. A 25% reduction of \$35.00 would equal an amount of \$105.00 annual fees for said lots. Specifically lots 1 thru 15 Block 1, Lots 12 thru 17 Block 3 and lot 1 Block 4.

### And shall instead read:

The Board shall determine and fix the amount of annual assessment against each Lot at least sixty (60) days in advance of the beginning of each fiscal year, payable in periodic installments as determined by the Board.

#### SECTION 8.3 LAND USE AND BUILDING TYPE. Shall be amended to read:

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling not to exceed 2 ½ stories in height and a private garage. Out buildings, over 200 square feet, will be allowed provided siding and roofing conforms to same standards as residence. Small storage lockers no more than thirty six (36) inches deep can be attached to home. Storage sheds that do not exceed 200 square feet, and do not need a Spokane County building permit, are allowed and may use other building materials (such as T1 11) so long as color and roofing materials match existing residence and approved by the Architectural Committee.

**SECTION 9.5 DWELLING COST, QUALITY, AND SIZE.** Shall be amended to remove the following language:

Any dwelling adjacent to or with an address on Orchard Road shall be exempt from square footage requirement.

#### And shall instead read:

No dwelling shall be permitted on any Lot, except those dwellings adjacent to or with address on Orchard Road, at a cost of less than \$180,000.00 exclusive of the price or cost of the land based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein. Those dwellings adjacent to or with address's on Orchard Road shall be at a cost no less than \$135,000.00 exclusive of the price or cost of the land based upon cost levels prevailing on the date these covenants are recorded. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be no less than 1200 square feet for a one-story dwelling and no less than 800 square feet for a dwelling of more than one story. All structures, including those adjacent to or with an address on Orchard Road must incorporate at least a two-car garage with all driveways to be finished with materials common to other existing neighborhoods in area.

### **9.9 RESTRICTION AS TO BUILDINGS – COVERING OUTSIDE WALLS.** Shall be amended to remove the following language:

Except those homes adjacent to or with an address on Orchard Road.

And:

Except those homes adjacent to or with an address on Orchard Road.

And:

Except those homes adjacent to or with an address on Orchard Road.

#### And shall instead read:

No residence or structure shall be built on any Lot which shall use materials for siding or roofing which have not been approved by the Architectural Committee. No residence or structure of any kind that is commonly known as "boxes" or "sheet metal" construction shall be built nor shall aluminum siding be allowed. All outside walls shall be double wall constructed. No sheathing similar to T-1 11 will be allowed. All walls to have no less than structural sheathing and lap siding.

01/09/2015 11:15:11 AM Recording Fee \$73.00 Page 1 of 2 Amendment JASON BARTHELL Spokane County Washington

Spokane County Washington

### **RETURN NAME and ADDRESS**

JASON BARTHELL
9908 N AUSTIN LANE
SPOKANE WA 99208
Please Type or Print Neatly and Clearly All Information
Document Title(s)
AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
Reference Number(s) of Related Documents
5124702
Counton(a) a All Final Land Middle Laide
Grantor(s) (Last Name, First Name, Middle Initial) NORTHVIEW, ESTATES FIRST ADDITION
NORTHVIEW, ESTATES
NORTHVIEW, ESTATES
Grantee(s) (Last Name, First Name, Middle Initial)
THE, PUBLIC
Legal Description (Abbreviated form is acceptable, i.e. Section/Township/Range/Qtr Section or Lot/Block/Subdivision)
Assessor's Tax Parcel ID Number
The County Auditor will rely on the information provided on this form. The Staff will not read the document
to verify the accuracy and completeness of the indexing information provided herein.
Cian helen out if your decument is Non Standard
Sign below only if your document is Non-Standard.
I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010.
I understand that the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document. Fee for non-standard processing is \$50.
Signature of Requesting Party

### AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF NORTHVIEW ESTATES

This Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates is made on the date hereinafter set forth by not less than two thirds of the Board (Article 10.5).

WHEREAS, Northview Estates and Northview Estates First Addition are governed by the Declaration of Covenants for Northview Estates, which was recorded in Spokane County, Washington at Record No. 5124702; and

WHEREAS, by the terms of Article 10.5, the Declaration of Covenants may be amended during the first twenty (20) year period by an instrument signed by not less than two thirds of the Board;

NOW, THEREFORE, Northview Estates and Northview Estates First Addition do hereby declare that the Declaration of Covenants for Northview Estates as originally filed is amended by adding a new Section 8.17 as follows:

8.17 Marijuana Use, Distribution, and Growing. Owners, occupants, and guests of Property within Northview Estates and Northview Estates First Addition shall not smoke marijuana outdoors on that Property or on any Common Property within the subdivision. No owner or occupant may utilize his or her Property for the purpose of growing or distributing marijuana, including medical marijuana.

EXECUTED this 6 day of JANUARY, 2015.

President

Vice President

Secretary

Two

Committees

Spokane County Washington

### RETURN NAME and ADDRESS

NORTHVIEW ESTATES HOA
PO BOX 18206
SPOKANE, WA 99228
Please Type or Print Neatly and Clearly All Information
Document Title(s)  AMENDMENT TO CC&R's OF NORTHVIEW ESTATES ARTICLE 10.7
Reference Number(s) of Related Documents 5124702 & 5329369
Grantor(s) (Last Name, First Name, Middle Initial) NORTHVIEW ESTATES ADD & NORTHVIEW ESTATES 1ST ADD
NORTHVIEW ESTATES ADD & NORTHVIEW ESTATES 151 ADD
Grantee(s) (Last Name, First Name, Middle Initial) THE PUBLIC
Legal Description (Abbreviated form is acceptable, i.e. Section/Township/Range/Qtr Section or Lot/Block/Subdivision)
Assessor's Tax Parcel ID Number
•
The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the accuracy and completeness of the indexing information provided herein.
Sign below only if your document is Non-Standard.
I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document. Fee for non-standard processing is \$50.
Signature of Requesting Party

Northview Estates PO Box 18206 Spokane, WA 99228

## AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF NORTHVIEW ESTATES

This Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates is made on the date hereinafter set forth by not less than ninety percent (90%) of the Lot Owners as defined in the Declaration of Covenants.

WHEREAS, Northview Estates is governed by the Declaration of Covenants for Northview Estates, which was recorded in Spokane County, Washington at Record No. 5124702; and

WHEREAS, by the terms of Article 10.3, the Declaration of Covenants may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners;

NOW, THEREFORE, Northview Estates does hereby declare that the Declaration of Covenants for Northview Estates as originally filed is amended by deleting existing Section 10.7.

EXECUTED this 25th day of \_\_\_\_\_\_\_\_, 2017.

[NOTARIZED SIGNATURES OF NOT LESS THAN 90 PERCENT OF LOT OWNERS]

Northview Estates PO Box 18206 Spokane, WA 99228

### AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF NORTHVIEW ESTATES

This Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates 1<sup>st</sup> Addition is made on the date hereinafter set forth by not less than ninety percent (90%) of the Lot Owners as defined in the Declaration of Covenants.

WHEREAS, Northview Estates 1<sup>st</sup> Addition is governed by the Declaration of Covenants for Northview Estates 1<sup>st</sup> Addition, which was recorded in Spokane County, Washington at Record No. 5329369; and

WHEREAS, by the terms of Article 10.3, the Declaration of Covenants may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners;

NOW, THEREFORE, Northview Estates 1<sup>st</sup> Addition does hereby declare that the Declaration of Covenants for Northview Estates 1<sup>st</sup> Addition as originally filed is amended by deleting existing Section 10.7.

EXECUTED this day of July , 2017.

[NOTARIZED SIGNATURES OF NOT LESS THAN 90 PERCENT OF LOT OWNERS]

Signature

STATE OF WASHINGTON )

COUNTY OF Spokane

SS.

I certify that I know or have satisfactory evidence that \_\_\_\_\_\_ Sberthell is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

3/22/17

**Notary Public** State of Washington JACOB LEON SMELTZER 

(Seal or stamp)

NOTARY PUBLIC in and for the State of

Washington, residing at Spekant
My Commission Expires: 7/12/20

Signature

Micaela Jaime

Named Printed

STATE OF WASHINGTON )

COUNTY OF Spoking)

SS.

I certify that I know or have satisfactory evidence that Michela is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 3/22/17

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

MINIMUM MINIMUM MINIMUM MINIMUM

(Seal or stamp)

NOTAR PUBLIC in and for the State of Washington, residing at Spokene

My Commission Expires: 7/12/

	Signature  Julia L. Gevord  Named Printed
the person who appeared before me, and Amendment to Declaration of Covenar	factory evidence that
Dated: 3/22/17  Dated: 3/22/17  Notary Public  State of Weshington	
State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES  JULY 12, 2020  (Seal or stamp)	NOTARY PUBLIC in and for the State of Washington, residing at Spiking My Commission Expires: 7/12/20

(Seal or stamp)

	Mathew M. Folsom
	Named Printed
STATE OF WASHINGTON )  SS.  COUNTY OF Spokune )	
the person who appeared before me, and Amendment to Declaration of Covenar	factory evidence that Mathew M Folsow is said person acknowledged that he/she signed the nts, Conditions, and Restrictions of Northview r free and voluntary act for the uses and purposes
Dated: 3/12 /17	
Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES  JULY 12, 2020	NOTARY PUBLIC in and for the State of Washington, residing at Spokane  My Commission Expires: 7 (2)
(Seal or stamp)	My Commission Expires: 7/12/20

	Signature  Named Printed
the person who appeared before me, and a Amendment to Declaration of Covenan	actory evidence that <u>Kim Eccles</u> is said person acknowledged that he/she signed the its, Conditions, and Restrictions of Northview free and voluntary act for the uses and purposes
Dated: 3/22 /17	<u> </u>
Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES JULY 12, 2020  (Seal or stamp)	NOTARY PUBLIC in and for the State of Washington, residing at Spokene My Commission Expires: 7/12/20

	Megon Rains Named Printed
Amendment to Declaration of C	ss.  The satisfactory evidence that Wegon Caine 5 in the said person acknowledged that he/she signed the covenants, Conditions, and Restrictions of Northview his/her free and voluntary act for the uses and purpose
Dated: 3/22	117
Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES  JULY 12, 2020  Omnomination minimum.	NOTARY PUBLIC in and for the State of Washington, residing at Spring My Commission Expires: 7/12/20
1/	

Signature

Tom Montecucco

Named Printed

STATE OF WASHINGTON )

SS.

COUNTY OF Spokine )

I certify that I know or have satisfactory evidence that Tom Mortcocco is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 3/22/17

Notary Public State of Washington JACOB LEON SMELTZER

MY COMMISSION EXPIRES JULY 12, 2020

NOTARY PUBLIC in and for the State of Washington, residing at Spokene My Commission Expires: 1/12/20

(Seal or stamp)

Signature	_
Named Printed	

STATE OF WASHINGTON )

SS.

COUNTY OF Spokene )

Dated: 3-22-17

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

MINIMUM MINIMUM MINIMUM

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at SP-kan

My Commission Expires: 7/12/20

	Signature Mill
	Mark Miller Named Printed
STATE OF WASHINGTON )  SS.  COUNTY OF Spokene )	
the person who appeared before me, and sa Amendment to Declaration of Covenants	ctory evidence that Mark Miller is aid person acknowledged that he/she signed the s, Conditions, and Restrictions of Northview are and voluntary act for the uses and purposes
Dated: 3/22/17	
Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES JULY 12, 2020  (Seal or stamp)	NOTARY PUBLIC in and for the State of Washington, residing at Spokane My Commission Expires: 7/12/20

Kum	$\sum$	Von V
Signature	J	
KEVIN	Wood	
Named Printed		

STATE OF WASHINGTON	)	
	)	SS
COUNTY OF Spokane	)	

I certify that I know or have satisfactory evidence that  $\[ \]$  is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 3/22/17

Notary Public State of Washington JACOB LEON SMELTZER NOTARY PUBLIC in and for the State of Washington, residing at My Commission Expires: 7/12/23

(Seal or stamp)

	Signature  SARRY PIPEUA  Named Printed
STATE OF WASHINGTON )  SS.  COUNTY OF Sp. Kine )	
I certify that I know or have satisf the person who appeared before me, and Amendment to Declaration of Covenar	Sactory evidence that <u>Evry Pipella</u> is said person acknowledged that he/she signed that hts, Conditions, and Restrictions of Northview free and voluntary act for the uses and purposes
Dated:3/22/1	7
State of Washington  JACOB LEON SMELTZER  JULY 12, 2020  (Seal or stamp)	NOTARY PUBLIC in and for the State of Washington, residing at Spokens My Commission Expires: 7/12/20

	Named Printed  Named Printed
STATE OF WASHINGTON ) ) ss. COUNTY OF Spoken )	
the person who appeared before me, and s Amendment to Declaration of Covenant	ctory evidence that <u>he MeAken</u> is aid person acknowledged that he/she signed the s, Conditions, and Restrictions of Northview free and voluntary act for the uses and purposes
Dated: 3/21/17	
State of Washington  MY COMMISSION EXPIRES  JULY 12, 2020  (Seal or stamp)	NOTARY PUBLIC in and for the State of Washington, residing at

Signature

MARK R. BUSON

Named Printed

STATE OF WASHINGTON )

SS.

COUNTY OF Spokine )

I certify that I know or have satisfactory evidence that Mark R. Bash is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 3/22/17

NOTARY PUBLIC in and for the State of Washington, residing at Spakam

My Commission Expires: 7/12/10

	Signature houpson
	C. Andrew Thompson Named Printed
STATE OF WASHINGTON )	

S SS. COUNTY OF Sprkam )

I certify that I know or have satisfactory evidence that C. Andrew Thompson is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

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JULY 12. 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of

Washington, residing at Spokene
My Commission Expires: 4/12/20

STATE OF WASHINGTON )

SS.

COUNTY OF (pikane)

I certify that I know or have satisfactory evidence that Anthony D the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

3/22/17 Dated:

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NOTARY PUBLIC in and for the State of

Washington, residing at \_\_\_\_\_\_

My Commission Expires:

	Mustian
	MARK CHRISTIAN Named Printed
STATE OF WASHINGTON )  SS.  COUNTY OF Spoken  )	
the person who appeared before me, and sa Amendment to Declaration of Covenants	etory evidence that Wark Christian is aid person acknowledged that he/she signed the seconditions, and Restrictions of Northview free and voluntary act for the uses and purposes
Dated: 3/2n/17	<del></del>
State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES  JULY 12. 2020  (Seal or stamp)	NOTARY PUBLIC in and for the State of Washington, residing at Spanner My Commission Expires: 7/12/20

Jan Doggett Signature  Tara Doggett Named Printed
ctory evidence that 1 ava Dogg e is is aid person acknowledged that he/she signed the s, Conditions, and Restrictions of Northview free and voluntary act for the uses and purposes
<del></del>
NOTARY PUBLIC in and for the State of Washington, residing at Spokend My Commission Expires: 7/12/23

	Robert N Dammakell Named Printed
the person who appeared before me, and sa Amendment to Declaration of Covenants	etory evidence that Robert N Damnewell is aid person acknowledged that he/she signed the conditions, and Restrictions of Northview ree and voluntary act for the uses and purpose
Dated: 3/22/17	
Notary Public State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES JULY 12, 2020  JULY 12, 2020  MINIMUM MI	NOTARY PUBLIC in and for the State of Washington, residing at

		120
		Signature
		Named Printed
STATE OF WASHINGTON )	ee ee	
COUNTY OF Spokene)	SS.	

I certify that I know or have satisfactory evidence that <u>Daniel Residual</u> is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 3/21 17

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES
JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at Spokene

My Commission Expires: 7/12/20

Signature

STEPHEN P. SKOK

Named Printed

STATE OF WASHINGTON )	
COUNTY OF <u>Spekane</u> ) ss.	
the person who appeared before me, and sa Amendment to Declaration of Covenants	is tory evidence that Stoke P Skok is did person acknowledged that he/she signed the conditions, and Restrictions of Northview ree and voluntary act for the uses and purposes
Dated: 3/22 / 17	
State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES  JULY 12, 2020  (Seal or stamp)	NOTARY PUBLIC in and for the State of Washington, residing at Spakes My Commission Expires: 7/12/20

C	Signature  Joshua Burdick  Named Printed
Amendment to Declaration of Covenants	etory evidence thatis his did person acknowledged that he/she signed the s, Conditions, and Restrictions of Northview free and voluntary act for the uses and purposes
Dated:  Dated:    3/22   17	NOTARY PUBLIC in and for the State of Washington, residing at

	Signature The Sters
	Signature  Leta F. Walters  Named Printed
STATE OF WASHINGTON )  SS.  COUNTY OF Spoking )	
the person who appeared before me, and Amendment to Declaration of Covena	factory evidence that Leta F. Walters is a said person acknowledged that he/she signed the ents, Conditions, and Restrictions of Northviewer free and voluntary act for the uses and purposes
Dated: 3/22/	17
State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES  JULY 12, 2020	NOTARY PUBLIC in and for the State of Washington, residing at
(Seal or stamp)	

	Signature  Diane Corppe HS  Named Printed
the person who appeared before me, and Amendment to Declaration of Covena	sfactory evidence that Diane Corpe H5 is d said person acknowledged that he/she signed the ants, Conditions, and Restrictions of Northview er free and voluntary act for the uses and purposes
Dated: 3/22 (17	
Notary Public State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES JULY 12, 2020  (Seal or stamp)	NOTARY PUBLIC in and for the State of Washington, residing at

STATE OF WASHINGTON )

ss.

COUNTY OF Spokere )

I certify that I know or have satisfactory evidence that Dan Raczy kow Ski is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 3/11/17

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

(Seal or staffly)

NOTARY PUBLIC in and for the State of Washington, residing at Solvane

My Commission Expires: 7/12/20

	Signature  Nistie Benson  Named Printed
Amendment to Declaration of Covenants	itory evidence that Christie Denson is it is it.
Dated: 3/22/7	<del></del>
Notary Public State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES JULY 12, 2020  Commission minimum	NOTARY PUBLIC in and for the State of Washington, residing at Spokane  My Commission Expires: 7/12/20

Signature
Signature
Signature
Signature
Named Printed

STATE OF WASHINGTON )

COUNTY OF Spikane

SS.

I certify that I know or have satisfactory evidence that \( \frac{\lambda\_{\text{nnider}} \) \( \frac{\lambda\_{\text{cos}}}{\text{cos}} \) is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: (3/22/17

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of

Washington, residing at Spokane
My Commission Expires: 7/12/20

ture
Robert Danilek d Printed
idence that <u>Robert Parilek</u> is on acknowledged that he/she signed the litions, and Restrictions of Northview voluntary act for the uses and purposes
<del></del>
ARY PUBLIC in and for the State of Ington, residing at Spokane ommission Expires: 7/12/20

	/
STATE OF WASHINGTON ) ss.	
COUNTY OF Stokane )	
the person who appeared before me, and a Amendment to Declaration of Covenan	said person acknowledged that he/she signed the its, Conditions, and Restrictions of Northview free and voluntary act for the uses and purposes
Dated: 3/22/17	
Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES JULY 12, 2020	NOTAKY PUBLIC in and for the State of Washington, residing at \$70 kane
(Seal or stamp)	My Commission Expires: 7/12/17

Signature
Named Printed

I certify that I know or have satisfactory evidence that being the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 3/22/17

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

Diminimum

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at \_\_\_\_\_ Spoken we

My Commission Expires: 1-12-20

	Signature  Steven N. March  Named Printed
the person who appeared before me, and sa Amendment to Declaration of Covenants	etory evidence that Steven March is aid person acknowledged that he/she signed the solutions, and Restrictions of Northview are and voluntary act for the uses and purposes
Dated: 3/22/1	7
Motary Public State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES JULY 12, 2020  MINIMUM M	NOTARY PUBLIC in and for the State of Washington, residing at Spok 4nd My Commission Expires: 7/12/20

Signature

Signature

Signature

Named Printed

STATE OF WASHINGTON )

COUNTY OF Spokane

SS.

I certify that I know or have satisfactory evidence that Jocob Smeltzev is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: April 12, 2017

Notary Public

State of Washington

KAREN ANN WILSON

MY COMMISSION EXPIRES
AUGUST 10, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at

My Commission Expires: 6 10 207

Signature

Named Printed

STATE OF WASHINGTON )

COUNTY OF Spokane)

SS.

I certify that I know or have satisfactory evidence that \_\_\_\_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 4-23 - 2017

NOTARY PUBLIC in and for the State of

Washington, residing at Spokane

My Commission Expires: 7-12-2020



STATE OF WASHINGTON )

COUNTY OF Solar )

ss.

I certify that I know or have satisfactory evidence that Bayer HANGEN is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 4-23-17

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

(Seal or stamp)

NOTARY POBLIC in and for the State of Washington, residing at Spokene

My Comphission Expires:

In Beg

Signature
Frank Baldessaire
Named Printed

STATE OF WASHINGTON ) ss. COUNTY OF Spakene )

I certify that I know or have satisfactory evidence that Frank Baldasser is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

	Signature  Michael A. Baland  Named Printed
STATE OF WASHINGTON ) ss.	
Amendment to Declaration of Covena	factory evidence that is said person acknowledged that he/she signed the nts, Conditions, and Restrictions of Northview or free and voluntary act for the uses and purposes
Dated: 4-23-17	
Motary Public State of Washington  ACOB LEON SMELTZER  MY COMMISSION EXPIRES  JULY 12, 2020  IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII	NOTARY PUBLIC in and for the State of Washington, residing at Spokene  My Commission Expires: 7 - (2 - 20)

	Signature  Michael A. Eg/will  Named Printed
I certify that I know or have s the person who appeared before me, Amendment to Declaration of Cov	atisfactory evidence that
Dated:4-23-	17
Notary Public  State of Washington  JACOB LEON SMELTZER	NOT A RV PI/PA IC to and for the State of

NOTARY PUBLIC in and for the State of Washington, residing at \_\_\_\_\_\_\_

My Commission Expires: 7 · (2 - 20

MY COMMISSION EXPIRES
JULY 12, 2020

	MICHE 1 2 De
	Named Printed
Amendment to Declaration of Covenant	aid person acknowledged that he/she signed the s, Conditions, and Restrictions of Northview
Estates and acknowledged it to be his/her mentioned in the instrument.  Dated: $4-23-17$	free and voluntary act for the uses and purposes
Notary Public State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES JULY 12, 2020  (Seal or stamp)	NOTARY PUBLIC in and for the State of Washington, residing at Spokene  My Commission Expires: 7-12-20
(Sear or stamp)	

	Signature
	DARROL HVAC Named Printed
Amendment to Declaration of Covenar	Factory evidence that \( \frac{\lambda_{r_0}}{\lambda_{r_0}} \) is said person acknowledged that he/she signed the ats, Conditions, and Restrictions of Northview are free and voluntary act for the uses and purposes
Dated: 4-23-17  Notary Public State of Washington JACOB LEON SMELTZER  MY COMMISSION EXPIRES JULY 12, 2020  (Seal or stamp)	NOTARY PUBLIC in and for the State of Washington, residing at Spokene My Commission Expires: 7-12-20

	Sandra J. Barone Named Printed
the person who appeared before me, and sa Amendment to Declaration of Covenants	etory evidence that Sandra Garone is aid person acknowledged that he/she signed the conditions, and Restrictions of Northview ree and voluntary act for the uses and purposes
Dated: 4 23- 17  Notary Public State of Washington JACOB LEON SMELTZER MY COMMISSION EXPIRES JULY 12, 2020  (Seal or stamp)	NOTARY PUBLIC in and for the State of Washington, residing at

Signature

Named Printed

STATE OF WASHINGTON )

SS.

COUNTY OF Spokane )

I certify that I know or have satisfactory evidence that <u>Richard Speer</u> is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5/5/207

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

NOTARY PUBLIC in and for the State of Washington, residing at

My Commission Expires: 7-12

Mlast
Signature
Mark W Gustafson
Named Printed

STATE OF WASHINGT	ON)	
	) s:	S
COUNTY OF Spokan	e )	

I certify that I know or have satisfactory evidence that Mark Gustafson is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5 7 17

Notary Public State of Washington JACOB LEON SMELTZER NOTARY PUBLIC in and for the State of Washington, residing at Special My Commission Expires: 7-17-20

(Seal or stamp)

		Da Doll
		Signature
		David Relibon
		Named Printed
STATE OF WASHINGTON )		
	SS.	

I certify that I know or have satisfactory evidence that Lind Dehlbom is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:

| Dated: | DS | | Dated: | DS | Dated: | Dated: | DS | Dated: | Dated: | DS | Dated: | Dated:

Signature

Johanna Siehner

Named Printed

STATE OF WASHINGTON )

SS.

COUNTY OF Spokane )

I certify that I know or have satisfactory evidence that \( \frac{\sqrt{\sq}}}}}}}}}}} \sqrt{\syn}}}}}}}}}}} \sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sq}}}}}}}}}}}}} }} inderenderenderenderent{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sq}}}}}}}}} \sqrt{\sqrt{\s

Dated:

| Dated: | | Dated: | | Dated: | Dated:

Signature

my Randall

STATE OF WASHINGTON )	
COUNTY OF Spokane ) ss.	
I certify that I know or have satisfaction	ctory evidence that Amy Randall is
Amendment to Declaration of Covenants	aid person acknowledged that he/she signed the s, Conditions, and Restrictions of Northview free and voluntary act for the uses and purposes
mentioned in the instrument.	
Dated:	
5-11-17	7
Notary Public	
State of Washington JACOB LEON SMELTZER	NOTARY PUBLIC in and for the State of
MY COMMISSION EXPIRES JULY 12, 2020	Washington, residing at Spakane My Commission Expires: 7-12-20
(Seal or stamp)	

Signature 1

MARK No RTON

Named Printed

STATE OF WASHINGTON )

COUNTY OF Spokene)

SS.

I certify that I know or have satisfactory evidence that <a href="Mark North">Mark North</a> is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at

My Commission Expires:

Signature

Lawrence S. Barber

Named Printed

STATE OF WASHINGTON ) ss.

I certify that I know or have satisfactory evidence that Lawrence Dar Der is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5-//-17

Notary Public
State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

My Commission Expires: 7-12-20

(Seal or stamp)

Signature

Christepher M. Nason
Named Printed

STATE OF WASHINGTON )

SS.

COUNTY OF Gokane )

I certify that I know or have satisfactory evidence that Christian is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 95/11/17

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

JULY 12, 2020

(Seal or stamp)

My Commission Expires:

	SZC 1863
	Signature
	Ron Rogers
	Named Printed
the person who appeared before me, and sa Amendment to Declaration of Covenants	ctory evidence that <u>Core Core is</u> is aid person acknowledged that he she signed the strictions of Northview ree and voluntary act for the uses and purposes
mentioned in the instrument.	
Dated: 5/11/2017  Notary Public State of Washington	
JACOB LEON SMELTZER  MY COMMISSION EXPIRES JULY 12, 2020  Geal or stamp)	NOTARY PUBLIC in and for the State of Washington, residing at Space My Commission Expires: 7-12-20

nature

Tasu Powell

	Named Printed
the person who appeared before me, and s Amendment to Declaration of Covenant	ctory evidence that is aid person acknowledged that he/she signed the s, Conditions, and Restrictions of Northview free and voluntary act for the uses and purposes
Dated: 5.11,17	
Notary Public  Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES JULY 12, 2020	NOTARY/PUBLIC in and for the State of Washington, residing at

ASON THOUSILY
Named Printed

STATE OF WASHINGTON )

COUNTY OF Gokane )

SS.

I certify that I know or have satisfactory evidence that <u>Jaso Two Zeski</u> is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 51//-/7

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

DIMINIMUM HIMMONIA

NOTARY PUBLIC in and for the State of Washington, residing at

My Commission Expires:

STATE OF WASHINGTON )
COUNTY OF Spokane) ss.
I certify that I know or have satisfactory evidence that Rebecca StolZ is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.
Dated:    Dated: 5   1   7
Washington, residing at Spekane My Commission Expires: 7-12-20

	Signature V
	Named Printed
STATE OF WASHINGTON ) ss.	
COUNTY OF Spokene )	
the person who appeared before me, and sa Amendment to Declaration of Covenants	etory evidence that Chiff France is aid person acknowledged that he/she signed the standard conditions, and Restrictions of Northview ree and voluntary act for the uses and purposes
Dated:    Dated:	NOTARY PUBLIC in and for the State of Washington, residing at Spacene My Commission Expires: 7-12-20
(Seal or stamp)	

Drenda L. Lidstone Named Printed
TATE OF WASHINGTON )  ounty of Spakane )
I certify that I know or have satisfactory evidence that Brenda Lidstone is e person who appeared before me, and said person acknowledged that he/she signed the mendment to Declaration of Covenants, Conditions, and Restrictions of Northview

NOTARY PUBLIC in and for the State of Washington residing at Spokene My Commission Expires: 7-12-20

Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes

mentioned in the instrument.

Notary Public

State of Washington

JACOB LEON SMELTZER

JACOB LEON SMELTZER

MY COMMISSION EXPIRES
JULY 12, 2020 MY COMMISSION EXPIRES JULY 12, 2020

Melissa Lineka

STATE OF WASHINGTON )

SS.

COUNTY OF Spokane )

I certify that I know or have satisfactory evidence that Melisa Line is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Datad

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

NOTARY PUBLIC in and for the State of Washington, residing at \_\_\_\_\_\_ SPAKENE

My Commission Expires: 7-

7-12-20

		ELO
		Signature
		Eric Window
		Named Printed
STATE OF WASHINGTON )		
COUNTY OF <u>Spokane</u> )	SS.	

I certify that I know or have satisfactory evidence that  $\frac{\text{Eric}}{\text{WindSor}}$  is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:

| Dated: | | Dated: | | Dated: | Dated:

Signature John F Arnold

Named Printed

STATE OF WASHINGTON )

SS.

COUNTY OF Spokane )

I certify that I know or have satisfactory evidence that \_\_\_\_\_\_\_is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5/2///

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

Dimminimum

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at Specific

My Commission Expires: \_

Signature
Kenneth Shave
Named Printed

STATE OF WASHINGTON )

SS.

COUNTY OF Spokene )

I certify that I know or have satisfactory evidence that Kenneth Shane is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5-//-17

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

NOTARY PUBLIC in and for the State of Washington, residing at

My Commission Expires:

7-12-20

Signature

THEKLAT, WORDS

Named Printed

STATE OF WASHINGTON )

Solvent (Spokane )

I certify that I know or have satisfactory evidence that we have is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5-11-2017

Notary Public State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES JULY 12, 2020

My Commission Expires: 7-12-20

Marca	meta
Signature	,
Marcia	Melton
Named Printed	

STATE OF WASHINGTON )

SS.

COUNTY OF Spakane )

I certify that I know or have satisfactory evidence that Maraa Metton is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5-/)-17

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at

My Commission Expires:

Signature

Jung - Hwa Kah

Named Printed

STATE OF WASHINGTON )

SS.

COUNTY OF Species )

I certify that I know or have satisfactory evidence that Jung-Hun Koh is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

STATE OF WASHINGTON )	
COUNTY OF Spokene) ss.	
the person who appeared before me, and sa Amendment to Declaration of Covenants	etory evidence that <u>Krishe Hills</u> is aid person acknowledged that he/she signed the s, Conditions, and Restrictions of Northview ree and voluntary act for the uses and purposes
Dated: 5/11/17	
Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES  JULY 12, 2020	NOTARY PUBLIC in and for the State of Washington, residing at Spaken  My Commission Expires: 7-(2-7)

Signature Hoskinson

Named Printed

STATE OF WASHIN	IGTON )	
	)	SS
COUNTY OF	)	

I certify that I know or have satisfactory evidence that Gregory Hoskinson is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5-11-2017

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

Diminimum

NOTARY PUBLIC in and for the State of Washington, residing at Spakene My Commission Expires: 7-12-20

Signature

BREWING JOHN

Named Printed

STATE OF WASHINGTON )

COUNTY OF Spokane )

SS.

I certify that I know or have satisfactory evidence that Breada Johnson is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

DIMMINIMUM MINIMUM MINI

NOTARY PUBLIC in and for the State of Washington, residing at Spokane

My Commission Expires:

7-12-20

	Carlin Judi Signature
	CARLIN FUDE Named Printed
STATE OF WASHINGTON )  SS.  COUNTY OF Spokane )	
the person who appeared before me, and sa Amendment to Declaration of Covenants	etory evidence that <u>Carla Jude</u> is aid person acknowledged that he/she signed the s, Conditions, and Restrictions of Northview ree and voluntary act for the uses and purposes
Dated: 5-/3-/7	
State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES  JULY 12, 2020  Ginning mining minin	NOTARY PUBLIC in and for the State of Washington, residing at 57-kme My Commission Expires: 7-(2-20

Signature

DAVID J Casey

Named Printed

STATE OF WASHINGTON )

SS.

COUNTY OF Spokane )

I certify that I know or have satisfactory evidence that David Casey the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Notary Public State of Washington MY COMMISSION EXPIRES JULY 12, 2020 (Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at

My Commission Expires:

	Named Printed
STATE OF WASHINGTON )  ss.	
Amendment to Declaration of Covenants	etory evidence that Leale is aid person acknowledged that he/she signed the seconditions, and Restrictions of Northview are and voluntary act for the uses and purpose
mentioned in the instrument.  Dated: May 13, 2017	
Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES  JULY 12, 2020	NOTARY PUBLIC in and for the State of Washington, residing at 5Pdana My Commission Expires: 7-12-23
(Seal or stamp)	V

Signature

HU f Uger

Named Printed

STATE OF WASHINGTON )

SS.

COUNTY OF Spokane )

I certify that I know or have satisfactory evidence that \( \frac{\int\_{\text{lager}}}{\text{Plager}} \) is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Signature

Named Printed

STATE OF WASHINGTON )

SS.

COUNTY OF Spokane

I certify that I know or have satisfactory evidence that Aaron John Son is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5-13-17

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

NOTARY PUBLIC in and for the State of Washington, residing at

My Commission Expires: 7 - 12 - 20

Signature Caldwell

STATE OF WASHINGTON )

SS.

COUNTY OF Spokene )

I certify that I know or have satisfactory evidence that Sepkmber Caldwell is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5//3/1

Ōmmiñmimmmñmiñmmmm⊡ Notary Public State of Washington JACOB LEON SMELTZER MY COMMISSION EXPIRES
JULY 12, 2020

NOTARY PUBLIC in and for the State of Washington residing at 500 Kane

My Commission Expires: 7 - 12 - 20

Signature

Varged Printed

STATE OF WASHINGTON )

SS.

COUNTY OF Spokane )

I certify that I know or have satisfactory evidence that Raymond Johnston is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5 (13 /17

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

NOTARY PUBLIC in and for the State of Washington, residing at

My Commission Expires: 7-12-2

Signature
Named Printed

STATE OF WASHINGTON )

SS.

COUNTY OF Spoken )

I certify that I know or have satisfactory evidence that Brett Startin is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

JULY 12, 2020

Guinnaminimum

NOTARY PUBLIC in and for the State of Washington, residing at Spokery

My Commission Expires: 7-(2-22

	Named Printed
STATE OF WASHINGTON )  SS.  COUNTY OF Spokane )	
I certify that I know or have satisfact the person who appeared before me, and sa Amendment to Declaration of Covenants	etory evidence that Scott Sch is aid person acknowledged that he/she signed the s, Conditions, and Restrictions of Northview ree and voluntary act for the uses and purposes
Dated: 5 13 17	
Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES  JULY 12, 2020  JULY 12, 2020  (Seal or stamp)	NOTARY PUBLIC in and for the State of Washington, residing at Spakane  My Commission Expires: 7-(2-20)

STATE OF WASHINGTON )

SS.

COUNTY OF Spokene

I certify that I know or have satisfactory evidence that Kaxan Johanson the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Notary Public State of Washington JACOB LEON SMELTZER

MY COMMISSION EXPIRES
JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at Spokene

My Commission Expires:

Signature

Named Printed

STATE OF WASHINGTON )

COUNTY OF Spokane )

SS.

I certify that I know or have satisfactory evidence that Charles Caraway is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5-13-17

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

JULY 12, 2020

Geal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at Sp-kaw

My Commission Expires: 7-12-20

Signature

Named Printed

STATE OF WASHINGTON )

COUNTY OF Spokene)

SS.

I certify that I know or have satisfactory evidence that Van Herzog is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5-13-17

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at Spokers

My Commission Expires: 7-(2-72

STATE OF WASHINGTON )

SS.

COUNTY OF Spokane )

I certify that I know or have satisfactory evidence that Philip Amsden the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Notary Public JULY 12, 2020

NOTARY/PUBLIC in and for the State of Washington residing at Spokene

My Commission Expires:

Signature

Tina M. Nenema

Named Printed

STATE OF WASHINGTON )

Solventry OF Spokane )

ss.

I certify that I know or have satisfactory evidence that Ina Vine is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Signature
TIMENY
Named Printed

STATE OF WASHINGTON )

Solgne ) ss.

I certify that I know or have satisfactory evidence that <u>lewis</u> is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

	JOHN A tazio
	Named Printed
STATE OF WASHINGTON )  ss.  COUNTY OF Spakene )	
the person who appeared before me, and s Amendment to Declaration of Covenant	said person acknowledged that he/she signed the ts, Conditions, and Restrictions of Northview free and voluntary act for the uses and purposes
Dated: 5/12/17	
Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES  JULY 12, 2020	NOTARY PUBLIC in and for the State of Washington, residing at Spokane
(Seal or stamp)	My Commission Expires: 7- (2-20

Ronald a-Backney
Signature

RONALD A-BAEHNER

STATE OF WASHINGTON ) COUNTY OF Spokane )

(Seal or stamp)

SS.

I certify that I know or have satisfactory evidence that Kanald Bachner is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

⊡ennaniinainennaniinainiinennana⊡ **Notary Public** State of Washington JACOB LEON SMELTZER NOTARY PUBLIC in and for the State of MY COMMISSION EXPIRES
JULY 12, 2020 Washington, residing at Sookane My Commission Expires:

Signature

SCAN Wells

Named Printed

STATE OF WASHINGTON )

SS.

COUNTY OF Specime )

I certify that I know or have satisfactory evidence that Sean Wells is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:

NOTART PUBLIC in and for the State of Washington, residing at My Commission Expires:

NOTART PUBLIC in and for the State of Washington, residing at My Commission Expires:

OKAN DELICATION OF THE STATE OF THE STATE

Signature STATE OF WASHINGTON ) SS. COUNTY OF Spokane ) I certify that I know or have satisfactory evidence that the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument. ក្នាការបញ្ជាក់ការការបញ្ជាក់ការការបាកក Notary Public State of Washington JACOB LEON SMELTZER NOTARY PUBLIC is and for the State of MY COMMISSION EXPIRES
JULY 12, 2020 Washington residing at Spokane My Commission Expires:

Signature

Charnelle G'elkenguer

Named Printed

STATE OF WASHINGTON )

COUNTY OF Spokene)

SS.

I certify that I know or have satisfactory evidence that Charnelle Bjelkengren is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5-13-17

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC is and for the State of Washington, residing at

My Commission Expires: 7-1

STATE OF WASHINGTON )

SS.

COUNTY OF Spokane )

I certify that I know or have satisfactory evidence that Ken Pedersen the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Önnuniñananañaniñinanana⊡ Notary Public State of Washington JACOB LEON SMELTZER MY COMMISSION EXPIRES JULY 12, 2020

(Seal or stamp)

NOTARY JUBLIC in and for the State of

Washington residing at Spokane

My Commission Expires: 7-12-20

Signature Signature	
Loscon M.	Annal
Named Printed	

STATE OF WASHINGTON )

Ss. COUNTY OF Spokage )

I certify that I know or have satisfactory evidence that \( \subseteq \subse

Dated: 3MA 2017

Notary Public
State of Washington

MY COMMISSION EXPIRES
JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at Polause
My Commission Expires: 7-12-28

BUAN GRAVIEK
Named Printed

STATE OF WASHINGTON )

SS.

COUNTY OF Spokane )

I certify that I know or have satisfactory evidence that Bryan Gray hek is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5/13/2017

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

(Seal or stamp)

NOTARY POBLIC in and for the State of Washington, residing at Spokere

My Commission Expires: 7-12-20

STATE OF WASHINGTON )

SS.

COUNTY OF Spokane)

I certify that I know or have satisfactory evidence that Andrea Oken the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

5/13/2017

MY COMMISSION EXPIRES
JULY 12, 2020

NOTARY BLIC in and for the State of Washington, residing at Spokane

My Commission Expires:

Signature Named Printed

STATE OF WASHINGTON	)	
	)	SS.
COUNTY OF Spokane	)	

I certify that I know or have satisfactory evidence that  $N_{10}$ the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Notary Public MY COMMISSION EXPIRES
JULY 12, 2020

NOTARY PUBLIC in and for the State of Washington residing at Spokane

My Commission Expires: 7-12-20

	Fly Rai Signature
	Ramed Printed
Amendment to Declaration of Covenants	ctory evidence that Hang Bui is aid person acknowledged that he/she signed the s, Conditions, and Restrictions of Northview free and voluntary act for the uses and purposes
Dated:	NOTARY PUBLIC in and for the State of Washington, residing at Spakane My Commission Expires: 7-(2-20

8ignature

Named Printed

STATE OF WASHINGTON )

SS.

COUNTY OF Spokane )

I certify that I know or have satisfactory evidence that <u>love to make y team</u> is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:

Dated:

Notary Public

State of Washington

JACOB LEON SMELTZER

JULY 12. 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at Spokare

My Commission Expires: 7-12-20

ller	
Signature	
Levehenko	Ludviy
Named Printed	)

STATE OF WASHINGTON ) SS. COUNTY OF Stokane

I certify that I know or have satisfactory evidence that Levelenko Andriy is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5-13-17 Notary Public

State of Washington

JACOB LEON SMELTZER State of Washington SACOB LEON SMELTZER SULY 12, 2020 NOTARY PUBLIC in and for the State of Washington residing at SPO Kens My Commission Expires:

Signature

Set Trivio

Named Printed

STATE OF WASHINGTON )

SS.

COUNTY OF Spokane

I certify that I know or have satisfactory evidence that <u>Jeffordillo</u> is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5/3/7

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at Spokene

My Commission Expires: 7-12-20

Signature

	TRAM NGO Named Printed
the person who appeared before me, and sa Amendment to Declaration of Covenants	etory evidence that <u>Tram Ngo</u> is aid person acknowledged that he/she signed the solutions, and Restrictions of Northview aree and voluntary act for the uses and purposes
Dated: 5/13/17  Dated: 5/13/17  Notary Public State of Washington JACOB LEON SMELTZER JULY 12, 2020  JULY 12, 2020  (Seal or stamp)	NOTARY PUBLIC in and for the State of Washington, residing at Spokane My Commission Expires: 7-12-23

Signature

Signature

Named Printed

STATE OF WASHINGTON	)	
	)	SS.
COUNTY OF Spokane	)	

I certify that I know or have satisfactory evidence that Cameron Burchett is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:

| Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Dated: | Da

Signature
Steven J. Dixson
Named Printed

STATE OF WASHINGTON )

SS.

COUNTY OF Spokane )

I certify that I know or have satisfactory evidence that  $5 + ver b_1 y s_2 a_1$  is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5/15/17

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at Spokane

My Commission Expires:

7-12-20

Signature
John Barnard
Named Printed

STATE OF WASHINGTON )

SS.

COUNTY OF Spokane

STATE OF WASHINGTON )

SS.

COUNTY OF Spokane )

I certify that I know or have satisfactory evidence that Leith the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Önmunnummunnummunnummun⊓ **Notary Public** State of Washington JACOB LEON SMELTZER MY COMMISSION EXPIRES JULY 12, 2020 

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at

My Commission Expires:

	Signature  Lei Zhao  Named Printed
STATE OF WASHINGTON) ss. COUNTY OF Spokane)	
Amendment to Declaration of Covenants	etory evidence that <u>Lei Zhao</u> is aid person acknowledged that he/she signed the s, Conditions, and Restrictions of Northview ree and voluntary act for the uses and purposes
Dated: 5/15/20/	7
Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES  JULY 12, 2020  (Seal or stamp)	NOTARY PUBLIC in and for the State of Washington, residing at Spokane My Commission Expires: 7-12-20

	DAVID JAMES
	Named Printed
STATE OF WASHINGTON )  ss.  COUNTY OF Spoken )	
the person who appeared before me, and Amendment to Declaration of Covena	sfactory evidence thatis desired that he/she signed that he/she signed that ants, Conditions, and Restrictions of Northview er free and voluntary act for the uses and purposes
Dated: MA 15  Notary Public State of Washington JACOB LEON SMELTZER	
MY COMMISSION EXPIRES  JULY 12, 2020	NOTARY PUBLIC in and for the State of Washington, residing at Spokene My Commission Expires: 7-12-70

	David M. Brown Named Printed
the person who appeared before me, and Amendment to Declaration of Covenar	is said person acknowledged that he/she signed the ats, Conditions, and Restrictions of Northview free and voluntary act for the uses and purposes
Dated:	NOTARY PUBLIC in and for the State of Washington residing at

Signature

Named Printed

STATE OF WASHINGTON )

COUNTY OF Spokane )

SS.

I certify that I know or have satisfactory evidence that Casey Brischle is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5/15/17

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at

My Commission Expires: 7-12-20

	Ryan Pugh Named Printed
Amendment to Declaration of Covena	is a large that Ryan Pogh is a large that he/she signed the ents, Conditions, and Restrictions of Northview or free and voluntary act for the uses and purposes
Dated: _5//5//>	
Minimum Minimum Minimum Motary Public  State of Washington  ACOB LEON SMELTZER  MY COMMISSION EXPIRES  JULY 12, 2020	NOTARY PUBLIC in and for the State of Washington residing at Spokane My Commission Expires: 7-12-20

#### 6624463 Page 106 of 118 07/26/2017 02:57:24 PM

Signature

NEIL MICHAUD

Named Printed

STATE OF WASHINGTON )

COUNTY OF Spokene )

SS.

I certify that I know or have satisfactory evidence that Neil Michael is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 05/15/2017

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at

My Commission Expires: 7-12-23

Signature
Named Printed

STATE OF WASHINGTON )

Solventry OF Spokare )

I certify that I know or have satisfactory evidence that Kick Keene is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5-15-7

Notary Public State of Washington JACOB LEON SMELTZER MY COMMISSION EXPIRES JULY 12, 2020 Washington, residing at Spoken-My Commission Expires: 7-12-20

Signature

Lawra Shafer

Named Printed

STATE OF WASHINGTON)

COUNTY OF Spokane)

I certify that I know or have satisfactory evidence that Laura Shefer is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

SS.

Signature S. M. M. Dovald Named Frinted

STATE OF WASHINGTON )

COUNTY OF Spokene

SS.

Dated:

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

JULY 12, 2020

NOTARY PUBLIC in and for the State of Washington, residing at \_\_\_\_\_\_ SPOKERE

My Commission Expires:

7-12-20

	Named Printed
STATE OF WASHINGTON)  Seo Kane  COUNTY OF Seo Kane  Seo Kane	
the person who appeared before me, and s Amendment to Declaration of Covenant	ctory evidence that Mary Zhang is aid person acknowledged that he/she signed the s, Conditions, and Restrictions of Northview free and voluntary act for the uses and purposes
Dated: 5/16/17	
Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES  JULY 12, 2020  JULY 12, 2020  (Seal or stamp)	NOTARY PUBLIC in and for the State of Washington, residing at Sparse My Commission Expires: 7-12-20

Signature

Clenh Williams

Named Printed

STATE OF WASHINGTON ) ss.

I certify that I know or have satisfactory evidence that <u>Gena Williams</u> is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:

5 (6 (7)

Notary Public State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES
JULY 12. 2020

NOTARY PUBLIC in and for the State of Washington, residing at Pokare

My Commission Expires: 7-12-20

the Galden

STATE OF WASHINGTON )

COUNTY OF Spokane )

SS.

I certify that I know or have satisfactory evidence that Kjir ster Graham is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

∆ananiinaananinaananaana∩ **Notary Public** State of Washington JACOB LEON SMELTZER MY COMMISSION EXPIRES JULY 12, 2020 āmmanamanamanā

NOTARY PUBLIC in and for the State of Washington, residing at Spokere

My Commission Expires:

Signature

Named Printed

STATE OF WASHINGTON )

COUNTY OF Spokane

SS.

I certify that I know or have satisfactory evidence that Stadley Lafterty is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5/19/17

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

Dimmining

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at

My Commission Expires:

7-12-20

	Signature  Signature  Seesky  Named Printed
Amendment to Declaration of Covenants	tory evidence that
Dated: Mcy 19 2017	
Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES  JULY 12, 2020  Difficultum minimum min	NOTARY PUBLIC in and for the State of Washington, residing at SPokane My Commission Expires: 7-12-20

STATE OF WASHINGTON)

COUNTY OF Spokane)

ss.

I certify that I know or have satisfactory evidence that Revertible Like is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

NOTARY PUBLIC in and for the State of Washington, residing at Spokene

Rand E-Waller To

My Commission Expires: 7-12-20

	Named 1 miled
STATE OF WASHINGTON )	
· · · · · · · · · · · · · · · · · · ·	
COUNTY OF Spokane ) ss.	
- 10 1 71	Chair Kaley :
I certify that I know or have satisfact	ctory evidence that Chris Kerley is
the person who appeared before me, and so	aid person acknowledged that he/she signed the s, Conditions, and Restrictions of Northview
	free and voluntary act for the uses and purposes
mentioned in the instrument.	not that volumenty not for the upon the purposes
Dated: 5/20/17	
, ,	$\bigcap$
E State of Washing E	
JACOB LEON SMELTZER	
MY COMMISSION EXPLOSE	NOTARY PUBLIC in and for the State of
MY COMMISSION EXPIRES JULY 12, 2020	Washington, residing at
	My Commission Expires: 7-(2-23

Signature

STEVE VLEWMAN

Named Printed

STATE OF WASHINGTON )

SS.

COUNTY OF Spokene

I certify that I know or have satisfactory evidence that the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 6/16/17

State of Washington State of Washing State of Washington SALTZER NY COMMISSION EXPIRES NY COMPANY N

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at Spokene My Commission Expires: 7-12-20

Notary Public State of Washington JACOB LEON SMELTZER MY COMMISSION EXPIRES JULY 12, 2020

STATE OF WASHINGTON )

COUNTY OF Spokane)

SS.

I certify that I know or have satisfactory evidence that Konald Nowak the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \_ 7 / 2 2

NOTARY PUBLIC in and for the State of Washington, residing at Spokane

My Commission Expires: 7-12-2020

(Seal or stamp)

Ōummiñmmumminmminmmmo **Notary Public** State of Washington JACOB LEON SMELTZER ≣ āmmummummini 07/26/2017 02:57:24 PM
Recording Fee \$267.00 Page 1 of 120
Amendment NORTHVIEW ESTATES HOA
Spokane County Washington

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#### **RETURN NAME and ADDRESS**

NORTHVIEW ESTATES HOA
PO BOX 18206
SPOKANE, WA 99228
Please Type or Print Neatly and Clearly All Information
Document Title(s)
AMENDMENT TO CC&R's OF NORTHVIEW ESTATES ARTICLE 3.4 & 3.5
Reference Number(s) of Related Documents
5124702 & 5329369
3121102 00 20222002
Grantor(s) (Last Name, First Name, Middle Initial)
NORTHVIEW ESTATES ADD & NORTHVIEW ESTATES 1ST ADD
Grantee(s) (Last Name, First Name, Middle Initial) THE PUBLIC
Legal Description (Abbreviated form is acceptable, i.e. Section/Township/Range/Qtr Section or Lot/Block/Subdivision)
Assessor's Tax Parcel ID Number
The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the accuracy and completeness of the indexing information provided herein.
Sign below only if your document is Non-Standard.
I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document. Fee for non-standard processing is \$50.
Signature of Requesting Party

Northview Estates PO Box 18206 Spokane, WA 99228

# AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF NORTHVIEW ESTATES

This Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates is made on the date hereinafter set forth by not less than ninety percent (90%) of the Lot Owners as defined in the Declaration of Covenants.

WHEREAS, Northview Estates is governed by the Declaration of Covenants for Northview Estates, which was recorded in Spokane County, Washington at Record No. 5124702; and

WHEREAS, by the terms of Article 10.3, the Declaration of Covenants may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners;

NOW, THEREFORE, Northview Estates does hereby declare that the Declaration of Covenants for Northview Estates as originally filed is amended by amending existing Section 3.4 and existing Section 3.5. Existing section 3.4 shall be amended to read:

3.4 **VOTING ALLOCATION**. Each member shall be entitled to one (1) vote for each Lot owned. If a lot is owned by more than one (1) person, each such person shall be a Member of the Association but there shall be not more than one vote for each Lot.

Existing section 3.5 shall be amended to read:

3.5 **VOTING REQUIREMENT**. Except where otherwise expressly provided in this Declaration, the Articles or the Bylaws, any action by the Association which must have the approval of the Association Membership before being undertaken shall require the vote or written assent of the prescribed percentage of all Owners.

EXECUTED this day of , 2017.

[NOTARIZED SIGNATURES OF NOT LESS THAN 90 PERCENT OF LOT OWNERS]

Northview Estates PO Box 18206 Spokane, WA 99228

## AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF NORTHVIEW ESTATES 1st ADDITION

This Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates 1<sup>st</sup> Addition is made on the date hereinafter set forth by not less than ninety percent (90%) of the Lot Owners as defined in the Declaration of Covenants.

WHEREAS, Northview Estates 1<sup>st</sup> Addition is governed by the Declaration of Covenants for Northview Estates 1<sup>st</sup> Addition, which was recorded in Spokane County, Washington at Record No. 5329369; and

WHEREAS, by the terms of Article 10.3, the Declaration of Covenants may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners;

NOW, THEREFORE, Northview Estates 1<sup>st</sup> Addition does hereby declare that the Declaration of Covenants for Northview Estates 1<sup>st</sup> Addition as originally filed is amended by amending existing Section 3.4 and existing Section 3.5. Existing section 3.4 shall be amended to read:

3.4 **VOTING ALLOCATION**. Each member shall be entitled to one (1) vote for each Lot owned. If a lot is owned by more than one (1) person, each such person shall be a Member of the Association but there shall be not more than one vote for each Lot.

Existing section 3.5 shall be amended to read:

3.5 **VOTING REQUIREMENT**. Except where otherwise expressly provided in this Declaration, the Articles or the Bylaws, any action by the Association which must have the approval of the Association Membership before being undertaken shall require the vote or written assent of the prescribed percentage of all Owners.

EXECUTED this day of \_\_\_\_\_\_\_, 2017.

[NOTARIZED SIGNATURES OF NOT LESS THAN 90 PERCENT OF LOT OWNERS]

Signature

Signature

Signature

Signature

BAR THELL

Named Printed

STATE OF WASHINGTON )

SS.

COUNTY OF Sp. Kane )

I certify that I know or have satisfactory evidence that <u>laser Searthell</u> is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 3-22 - 2017

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES
JULY 12, 2020

IMMERICATION

(Seal or stamp)

NOTAR PUBLYC in and for the State of Washington, residing at

My Commission Expires: 7/12

Signature

Micaela Jaime

Named Printed

STATE OF WASHINGTON )

COUNTY OF Spokane

SS.

I certify that I know or have satisfactory evidence that Micaela Jaime is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5/22/17

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES
JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of

Washington, residing at Spokene

My Commission Expires: 7/12/2

Signature

Julia L. Gerord

Named Printed

STATE OF WASHINGTON )

COUNTY OF cookane

SS.

I certify that I know or have satisfactory evidence that \_\_\_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5/21/17

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES
JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at Solcer

My Commission Expires: \_\_\_\_\_\_\_

	Signature
	Matthew M. Folsom Named Printed
	Named Frinted
STATE OF WASHINGTON ) ss.	
COUNTY OF Spokene )	
the person who appeared before me, and so Amendment to Declaration of Covenant	ctory evidence that Matthew Folsom is aid person acknowledged that he/she signed the s, Conditions, and Restrictions of Northview free and voluntary act for the uses and purposes
Dated: 3/22 (17	
Notary Public	NOTARY PUBLIC in and for the State of Washington, residing at Spokene My Commission Expires: 7/(2/25
(~~m or ownit)	

	Signature Eccles Named Printed
STATE OF WASHINGTON )  ss.  COUNTY OF Spokane )	
the person who appeared before me, and s Amendment to Declaration of Covenant	ctory evidence that Kim Eccles is aid person acknowledged that he/she signed the s, Conditions, and Restrictions of Northview free and voluntary act for the uses and purposes
Dated: 3/11/17	
Notary Public State of Washington  COB LEON SMELTZER  AY COMMISSION EXPIRES  JULY 12, 2020  ((Seal or stamp)	NOTARY PUBLIC in and for the State of Washington, residing at Source My Commission Expires: 7/12/20

Signature Raines Named Printed
ctory evidence that Megon Raines is aid person acknowledged that he/she signed the s, Conditions, and Restrictions of Northview free and voluntary act for the uses and purposes
·
NOTARY/PUBLIC in and for the State of Washington, residing at Spakere My Commission Expires: 7/12/20

Signature

Tow Montecucco

Named Printed

I certify that I know or have satisfactory evidence that Tom Wontcoco is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 3/11/17

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

Grant Transmission Commission Com

NOTARY PUBLIC in and for the State of Washington, residing at Space My Commission Expires: 7(12/2)

	Mahlle
	Signature
	Josh Stockhard
	Named Printed
STATE OF WASHINGTON )  s  COUNTY OF Spokene )	s.
I certify that I know or have sa the person who appeared before me, a Amendment to Declaration of Cove	itisfactory evidence that <u>Josh Stodard</u> is and said person acknowledged that he/she signed the enants, Conditions, and Restrictions of Northview/her free and voluntary act for the uses and purposes
Dated: 3-22-17	<del> </del>
Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES JULY 12, 2020	NOTARY PUBLIC in and for the State of
(Seal or stamp)	Washington, residing at Spokere  My Commission Expires: 7/12/25

	Signature  Mark Miller  Named Printed
STATE OF WASHINGTON )  onumber of spale ()  ss.	
the person who appeared before me, and a Amendment to Declaration of Covenan	actory evidence that <u>Mark</u> Miller is said person acknowledged that he/she signed the ts, Conditions, and Restrictions of Northview free and voluntary act for the uses and purposes
Dated: 3/22/17	·
Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES  JULY 12, 2020	NOTARY PUBLIC in and for the State of Washington, residing at Spokene My Commission Expires: 2/12/20

Signature

KEVIN S. WOOD

Named Printed

STATE OF WASHINGTON ) ss. COUNTY OF Spokane )

I certify that I know or have satisfactory evidence that Kevn Wood is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 3/22/17

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at Sokane

My Commission Expires:

		Signature  13 Anni Named Printed	PIPECLA
STATE OF WASHING	) ss.		
the person who appeare Amendment to Declar	ed before me, and station of Covenanged it to be his/her	said person acknowled ts, Conditions, and	Parry Pipella is edged that he/she signed the Restrictions of Northview of for the uses and purposes
Dated:	3/22/17		
Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES JULY 12, 2020  (Seal or stamp)		NOTARY PUBLIC Washington, residi My Commission E	

	Signature Signature  AMES MATER  Named Printed
I certify that I know or have sa	atisfactory evidence that <u>James Maker</u> is and said person acknowledged that he/she signed the enants, Conditions, and Restrictions of Northview
Estates and acknowledged it to be his mentioned in the instrument.	her free and voluntary act for the uses and purposes
Dated: 3/21/17	<u> </u>
Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES  JULY 12, 2020  MINIMUM	NOTARY PUBLIC in and for the State of Washington, residing at Spakene My Commission Expires: 7/12/20

	Mark / Jasan
	Signature  MARL R BASON  Named Printed
the person who appeared before me, an Amendment to Declaration of Coven	isfactory evidence that Mark Bason is desired said person acknowledged that he/she signed the lants, Conditions, and Restrictions of Northview her free and voluntary act for the uses and purposes
Dated: 3/11/17	
Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES  JULY 12, 2020  (Seal or stamp)	NOTARY PUBLIC in and for the State of Washington, residing at Special My Commission Expires: 7/12/20

		Signature  C. Andrew Thompson  Named Printed
STATE OF WASHING	) ss.	
the person who appeared Amendment to Declara	d before me, and stion of Covenanced it to be his/her	said person acknowledged that he/she signed the ts, Conditions, and Restrictions of Northview free and voluntary act for the uses and purposes
Dated:	3/2/17	
Notary Public  Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES  JULY 12, 2020  (Seal or stamp)		NOTARY PUBLIC in and for the State of Washington, residing at Spokage My Commission Expires: 7/12/20

STATE OF WASHINGTON )

SS.

COUNTY OF Spokene )

I certify that I know or have satisfactory evidence that Huthony Yochum is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Notary Public State of Washington JACOB LEON SMELTZER 

(Seal or stamp)

NOTARY PUBLIC in and for the State of

Washington, residing at Sokane

	Signature  MARK CHRISTIAN  Named Printed
the person who appeared be Amendment to Declaration	) ss.  w or have satisfactory evidence that Mark Christian is before me, and said person acknowledged that he/she signed the on of Covenants, Conditions, and Restrictions of Northview it to be his/her free and voluntary act for the uses and purposes
	3/22/17
Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES JULY 12, 2020  (Seal or stamp)	NOTARY PUBLIC in and for the State of Washington, residing at

	Signature  1 Ova Doggett  Named Printed
the person who appeare Amendment to Declar	now or have satisfactory evidence that Tara Dage it is debefore me, and said person acknowledged that he/she signed the ation of Covenants, Conditions, and Restrictions of Northviewed it to be his/her free and voluntary act for the uses and purpose
Dated:	3/22/17
Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES  JULY 12, 2020  (Seal or stamp)	NOTAR PUBLIC in and for the State of Washington, residing at Spokers  My Commission Expires: 7/12/20

	Robert W Danmakell Named Printed
STATE OF WASHINGTON )  Solvane )  ss.	
the person who appeared before me, and s Amendment to Declaration of Covenant	actory evidence that Robert Dammare II is said person acknowledged that he/she signed the ts, Conditions, and Restrictions of Northview free and voluntary act for the uses and purposes
Dated: 3/11/17	
Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES  JULY 12, 2020  Commission expires  (Seal or stamp)	NOTARY PUBLIC in and for the State of Washington, residing at

Signature

STATE OF WASHINGTON ) SS. COUNTY OF Spokene ) the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument. Notary Public State of Washington JACOB LEON SMELTZER NOTARY PUBLIC in and for the State of Washington, residing at Spokewe My Commission Expires: 7

(Seal or stamp)

	Signature  STEPHEN P. SKOK  Named Printed
I certify that I know or have sa the person who appeared before me, a Amendment to Declaration of Cove	atisfactory evidence that Stephen Skok is and said person acknowledged that he/she signed the enants, Conditions, and Restrictions of Northview/her free and voluntary act for the uses and purposes
Dated: 3/22/1-	1
Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES  JULY 12, 2020  Grand or stamp)	NOTARY PUBLIC in and for the State of Washington, residing at Spokane My Commission Expires: 7/12/28

Joshu Burkit	
Signature	
Joshua Burdick	
Named Printed	

STATE OF WASHINGTON )

COUNTY OF Spokane

SS.

I certify that I know or have satisfactory evidence that Ooshon Burk is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 3/22/17

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at Space

Signature

/ras B Walters

Named Printed

STATE OF WASHINGTON )

COUNTY OF Spokane

SS.

I certify that I know or have satisfactory evidence that Iracy Wellers is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 3/12/17

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

(Seal or stamp)

NOTARY/PUBLIC in and for the State of Washington, residing at Spokere

STATE OF WASHINGTON )

COUNTY OF Spokene

SS.

I certify that I know or have satisfactory evidence that Diane Corppetts the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Notary Public State of Washington JACOB LEON SMELTZER 

MY COMMISSION EXPIRES 
JULY 12, 2020 JACOB LEON SMELTZER

(Seal or stamp)

NOTARY **WUBLIC** in and for the State of Washington, residing at Spokane

Signature

Named Printed

STATE OF WASHINGTON )

COUNTY OF Spokene

SS.

I certify that I know or have satisfactory evidence that <u>Van Raczy Kowski</u> is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 3/21/17

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES
JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at Spokene

My Commission Expires: 7/12/

Signature

Mistie Benson

Named Printed

STATE OF WASHINGTON )

COUNTY OF Sokane

SS.

I certify that I know or have satisfactory evidence that Christian Benson is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 3/11/17

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at Spok que,

Signature
Signature
Del Riccio.
Named Printed

STATE OF WASHINGTON )

COUNTY OF Spokene

SS.

I certify that I know or have satisfactory evidence that Service Delrice's is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 3/11/17

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at Spokane

My Commission Expires: 3/12/20

Robert Davilek

Signature

Robert Davilek

Named Printed

STATE OF WASHINGTON )

COUNTY OF Solune

SS.

I certify that I know or have satisfactory evidence that Robert Davilek is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 3/22/17

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at Spakane

My Commission Expires: 7/12/20

STATE OF WASHINGTO	) ss.	ctory evidence that Larry Skillestal is
Amendment to Declaration	on of Covenants it to be his/her f	aid person acknowledged that he/she signed the s, Conditions, and Restrictions of Northview ree and voluntary act for the uses and purposes
Dated:	3/21/17	
Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES  JULY 12, 2020  Characteristics  (Seal or stamp)		NOTARY PUBLIC in and for the State of Washington, residing at Special My Commission Expires: 7/12/20

Signature
Named Printed

STATE OF WASHINGTON )

COUNTY OF Spokane ) ss.

I certify that I know or have satisfactory evidence that Brian Beyer is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 3/11/17

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

Difficulty 10, 1000

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at Spokane

		Signature	
		Staw. / Named Printed	V. Mars H
the person who appeared  Amendment to Declarate	) ss.  ow or have satisfact before me, and satisfact tion of Covenants	nd person acknown, Conditions, and	t Steven Marsh  reledged that he/she signed that he/she signed that he/she signed that act for the uses and purpose
mentioned in the instrum		ree and voluntary	act for the uses and purpose
Dated:  Notary Public  State of Washington  JACOB LEON SMELTZER	7/20/11		
MY COMMISSION EXPIRES JULY 12, 2020  (Seal or stamp)		Washington, resi	It in and for the State of iding at Spokare. Expires: 7/12/20

Signature

Named Printed

STATE OF WASHINGTON )

COUNTY OF Spokane

SS.

I certify that I know or have satisfactory evidence that <u>Sweltzev</u> is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: April 12, 2017

(Seal or stamp)

NOTARY DUBLIC in and for the State of

Washington, residing at Spok Washington, resi

Signature

Named Printed

STATE OF WASHINGTON )

COUNTY OF Spokane)

SS.

I certify that I know or have satisfactory evidence that 1/2 1/2 is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 4 - 23 - 2017

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES
JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at

BETH ANN HANSEN

Signature

BETH ANN HANSEN

Named Printed

STATE OF WASHINGTON )

COUNTY OF Spoken )

SS.

I certify that I know or have satisfactory evidence that Later that I know or have satisfactory evidence that Later than the later than the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 4/13/17

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES
JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at Spokene

My Commission Expires:

7/12/20

L Bee

Signature
Frank Baldassacre
Named Printed

STATE OF WASHINGTON )

SS.

COUNTY OF Spokene )

I certify that I know or have satisfactory evidence that Free Baldassace is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 4/23/17

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at Spakere,

SS.

I certify that I know or have satisfactory evidence that the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes NOTARY/PE/BLIC in and for the State of

Washington, residing at Spokane

My Commission Expires:

**Notary Public** State of Washington MY COMMISSION EXPIRES (Seal or stamp)

STATE OF WASHINGTON )

COUNTY OF Spokane

mentioned in the instrument.

	Signature
	Michael A. Befund Named Printed
STATE OF WASHINGTON )	SS.
COUNTY OF Spokane )  I certify that I know or have	satisfactory evidence that Michael A. Eghand is
Amendment to Declaration of Co	and said person acknowledged that he/she signed the evenants, Conditions, and Restrictions of Northview his/her free and voluntary act for the uses and purposes
Dated:	23/17
Notary Public E State of Washington	202
JACOB LEON SMELTZER  MY COMMISSION EXPIRES JULY 12, 2020  (Seal or stamp)	NOTARY PUBLIC in and for the State of Washington, residing at Spekene My Commission Expires: 7/12/20
*/	

	Signature
	Named Printed
STATE OF WASHINGTON	)
COUNTY OF Spokene	
the person who appeared before Amendment to Declaration	or have satisfactory evidence that \( \sum_{\text{col}} \) \( \frac{\fra
Dated:	1/23/17
Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES  JULY 12, 2020  (Seal or stamp)	NOTARY PUBLIC in and for the State of Washington, residing at Spokane My Commission Expires: 7/12/20

	Sandra J Bay Named Printed	one
STATE OF WASHINGTO	) ss. _ )	
the person who appeared be Amendment to Declaration	or have satisfactory evidence that Sandra Before me, and said person acknowledged that he/shoon of Covenants, Conditions, and Restrictions of it to be his/her free and voluntary act for the uses and to.	e signed the Northviev
Dated:	4/23/17	
Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES  JULY 12, 2020  Gunning Minimum	NOTARY PUBLIC in and for the Washington, residing at Spoken My Commission Expires:	

Named Printed

STATE OF WASHINGTON )

COUNTY OF Spokane

SS.

I certify that I know or have satisfactory evidence that Richard Seer is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5/5/2017

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES
JULY 12, 2020

(Seal or stamp)

NOTARY UBLIC in and for the State of Washington, residing at

My Commission Expires:

7/12/20

Signature

Mark W Gustafsa

Named Printed

STATE OF WASHINGTON )

SS.

COUNTY OF Spokane )

I certify that I know or have satisfactory evidence that Mark Gustafson is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \$\( 5\) (7

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

(Seal or stamp)

NOTARY DUBLIC in and for the State of Washington, residing at Spakane,

My Commission Expires: 7/12/23

Sai	Schler
Signature	
David	Dehlbom
Named Printed	

STATE OF WASHINGTON )

COUNTY OF Spoking)

SS.

I certify that I know or have satisfactory evidence that <u>belied</u> is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 05/11/17

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

(Seal or stamp)

NOTARY RUBLIC in and for the State of Washington, residing at Spokene

My Commission Expires:

7/12/20

Signature

Johanna Sochner

Named Printed

STATE OF WASHINGTON )

COUNTY OF Spokane

SS.

I certify that I know or have satisfactory evidence that <u>Johana Sockrer</u> is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5/11/17

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES
JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at Spokane

	Signature Printed Randall
STATE OF WASHINGTON) ss. COUNTY OF Spokage)	
Amendment to Declaration of Covenant	ctory evidence that Awy Randall is aid person acknowledged that he/she signed the s, Conditions, and Restrictions of Northview free and voluntary act for the uses and purposes
Dated: 5-11-17	
Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES JULY 12, 2020  Childhind Hilling Hilling (Seal or stamp)	NOTARY PUBLIC in and for the State of Washington, residing at Spakane My Commission Expires: 7/12/90

Named Prin

STATE OF WASHINGTON )

COUNTY OF Spokene

SS.

I certify that I know or have satisfactory evidence that Mark Northon is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

Grand or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at

Signature Lawrence Barber
Named Printed

STATE OF WASHINGTON )

COUNTY OF Spokane)

SS.

I certify that I know or have satisfactory evidence that Lawrence Barber is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5 - 1/ - 17

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at Spokane,

Signature

Christopher M. Nacoa

Named Printed

STATE OF WASHINGTON )

COUNTY OF Spokane)

SS.

I certify that I know or have satisfactory evidence that Christo ther Navog is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 05/11/17

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES
JULY 12, 2020

Geal or stamp)

NOTARY PUBLIC in and for the State of

Washington, residing at Spokene

My Commission Expires:  $\frac{7}{12}$ 

STATE OF WASHINGTON ) SS. COUNTY OF Spokane ) I certify that I know or have satisfactory evidence that Road the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument. ក្នាការបញ្ជីពេលបាយបានប្រជាពេលបា **Notary Public** State of Washington JACOB LEON SMELTZER NOTARY PUBLIC in and for the State of MY COMMISSION EXPIRES
JULY 12, 2020
Glimmon (Seal or stamp) Washington, residing at Spakane My Commission Expires: \_

Signature

Jason Powell

Named Printed

STATE OF WASHINGTON )

COUNTY OF Spokane )

SS.

I certify that I know or have satisfactory evidence that <u>Jason Powell</u> is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5.11.17

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12 2020

JULY 12 2020

(Seal or stamp)

NOTARY JUBLIC in and for the State of Washington, residing at

My Commission Expires:

7/12/20

Signature

DASON 12075511

Named Printed

STATE OF WASHINGTON )

COUNTY OF Solgne )

SS.

I certify that I know or have satisfactory evidence that \( \frac{\sqrt{100} \cdot \

Dated: 5-1/-17

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at

My Commission Expires: 7/12/2

Rebecca	Stob
Signature	
Rebecca	Stolz
Named Printed	

STATE OF WASHINGTON )

COUNTY OF Spokene )

SS.

I certify that I know or have satisfactory evidence that Rebecca Stolz the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Notary Public State of Washington JACOB LEON SMELTZER MY COMMISSION EXPIRES JULY 12, 2020 MY COMMISSION EXPIRES
JULY 12, 2020 (Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at Spokane

Signature

CLIFF FRACE

Named Printed

STATE OF WASHINGTON )

COUNTY OF Sookane

SS.

I certify that I know or have satisfactory evidence that Ciff France is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5/11/7

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

Geal or stamp)

NOTARY PUBLIC in and for the State of

Washington, residing at Spokane

Screnke S.	Didslow
Signature	1 1 Anne
Drenda L.  Named Printed	LIASTONE

STATE OF WASHINGTON )

COUNTY OF Spokene )

SS.

I certify that I know or have satisfactory evidence that Brenda Lidstone is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes

mentioned in the instrument.

Dated:

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at

My Commission Expires:

: 7/12/20

	Melissa Jinehac Signaturé
	Melissa Lineton Named Printed
STATE OF WASHINGTON )  Solvane )  ss.	
the person who appeared before me, and a Amendment to Declaration of Covenan	said person acknowledged that he/she signed the its, Conditions, and Restrictions of Northview free and voluntary act for the uses and purposes
Dated:	
Notary Public  State of Washington  ACOB LEON SMELTZER  MY COMMISSION EXPIRES JULY 12, 2020	NOTARY PUBLIC in and for the State of Washington, residing at Spokene My Commission Expires:
IIIIVASIUN EXPIRES =	Washington, residing at Spokene

gnature
Sil Widsor
amed Printed
y evidence that Eric Windsor is person acknowledged that he/she signed the conditions, and Restrictions of Northview and voluntary act for the uses and purposes
OTARY/UBILIC in and for the State of ashington, residing at Spokener Commission Expires: 7/12/20

Signature ----

Named Printed

STATE OF WASHINGTON )

COUNTY OF Spokare )

SS.

I certify that I know or have satisfactory evidence that Unin Arall is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5/1/17

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES
JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of

Washington, residing at Spoksne

Signature

Kenneth Shane

Named Printed

STATE OF WASHINGTON )

COUNTY OF Spokane )

SS.

I certify that I know or have satisfactory evidence that Kenne Shane is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5-//- /7

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES
JULY 12, 2020

(Seal or stamp)

NOTARY RUBILIC in and for the State of

Washington, residing at Soke

<u>Yhehla</u> 1 Signature	M	Word	
Signature			
THEKLA	17.	WORDB	
Named Printed			

STATE OF WASHINGTON )

COUNTY OF Spokane)

SS.

I certify that I know or have satisfactory evidence that Mek la Warab is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5~11-2017

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at

STATE OF WASHINGTON )

COUNTY OF Spoken )

SS.

I certify that I know or have satisfactory evidence that Marcia Melton is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5//

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

(Seal or stamp)

NOTARY TUBLIC in and for the State of Washington, residing at Spokene

	Named Printed
STATE OF WASHINGTON )  SS.  COUNTY OF Spokene )  I certify that I know or have satisf	factory evidence that Jung-Hwa Koh is
the person who appeared before me, and Amendment to Declaration of Covenar	said person acknowledged that he/she signed the nts, Conditions, and Restrictions of Northview r free and voluntary act for the uses and purposes
Dated: 5/11/49	
Notary Public State of Washington  MY COMMISSION EXPIRES JULY 12, 2020	NOTARY PUBLIC in and for the State of Washington, residing at Spokane, My Commission Expires: 7/2/24
(Seal or stamp)	wy Commission Expires. 11/01/00

	Kristie Hills Named Printed
STATE OF WASHINGTON )  ss.  COUNTY OF Spokane )	
the person who appeared before me, an Amendment to Declaration of Coven	sfactory evidence that Kristic Hills is d said person acknowledged that he/she signed the ants, Conditions, and Restrictions of Northview er free and voluntary act for the uses and purposes
Dated: 5/11/17	
Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES JULY 12, 2020  (Seal or stamp)	NOTARY PUBLIC in and for the State of Washington, residing at Spokage My Commission Expires: 7/12/20

Signature
GREGORY HOSEINSON

STATE OF WASHINGTON )

COUNTY OF Spokene )

SS.

I certify that I know or have satisfactory evidence that Gregory Hoskinson is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5-11-2017

Notary Public State of Washington JACOB LEON SMELTZER MY COMMISSION EXPIRES JULY 12, 2020 (Seal or stamp)

NOTARY/PUBLIC in and for the State of Washington, residing at Solution

Signature

Brew Day Jotho So N

Named Printed

STATE OF WASHINGTON )

COUNTY OF Spokene

SS.

I certify that I know or have satisfactory evidence that Bread Johnson is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES
JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at Society

			Signature  CARIA	Jule, Tot	)E	
			Named Printed			
STATE OF WAS	SHINGTON )	SS.				
COUNTY OF _				<i>7</i>	١.,	
I certify the person who a	that I know or hav appeared before m	e satisfact e, and sai	ory evidence the d person ackno	eat Carlin	he/she signed	is the
Amendment to	Declaration of C	ovenants,	Conditions, a	nd Restrictio	ons of Northv	iew
Estates and ackn mentioned in the	owledged it to be instrument.	his/her fro	ee and voluntar	y act for the t	uses and purpo	oses
Dated: _	5-13-17			_		

NOTARY PUBLIC in and for the State of

Washington, residing at Spokene

My Commission Expires:

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

MY COMMISSION EXPIRES JULY 12, 2020

(Seal or stamp)

Signature

DAU(D J. Cosey

Named Printed STATE OF WASHINGTON ) COUNTY OF Spokene SS. I certify that I know or have satisfactory evidence that band casey the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument. Dated: 5-13-17Ōmminimmunimmmunimmon **Notary Public** State of Washington JACOB LEON SMELTZER NOTARX PUBLIC in and for the State of MY COMMISSION EXPIRES
JULY 12, 2020 Washington, residing at Spokane My Commission Expires: 7 - 12-20

(Seal or stamp)

Signature

Katje Leale

Named Printed

STATE OF WASHINGTON )

SS.

COUNTY OF Spokene )

I certify that I know or have satisfactory evidence that kate leaves is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: <u>May 13,2017</u>

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of

Washington residing at Spoke

	Signature Signature  SILL PLAGE  Named Printed
Amendment to Declaration of Covenant	actory evidence that Jin Plager is said person acknowledged that he/she signed the ts, Conditions, and Restrictions of Northview free and voluntary act for the uses and purposes
Dated:	
Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES  JULY 12, 2020  (Seal or stamp)	NOTARY POPLIC in and for the State of Washington, residing at Spokane My Commission Expires: 7/(2/20

STATE OF WASHINGTON)

Signature

STATE OF WASHINGTON)

Ss.

COUNTY OF Spokane)

I certify that I know or have satisfactory evidence that Aaron John John is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5-13-17

NOTARY PUBLIC in and for the State of

Washington, residing at Spokene

My Commission Expires:

Notary Public
State of Washington
JACOB LEON SMELTZER

(Seal or stamp)

SS.

STATE OF WASHINGTON )

COUNTY OF Spokane

I certify that I know or have satisfactory evidence that September Celdwell is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5/13/17

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at Spokan

My Complission Expires: 7-(2-2

Signature
Sentember Caldwell

Signature

Raymond H Sohuston

Named Printed

STATE OF WASHINGTON ) ss.

I certify that I know or have satisfactory evidence that <u>kay made to have</u> is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5/13/17

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES
JULY 12, 2020

(Seal or stamp)

NOTARY POBLIC in and for the State of Washington, residing at Spokene My Commission Expires: 7-12-20

Signature
Named Printed

STATE OF WASHINGTON )

COUNTY OF Splane )

ss.

I certify that I know or have satisfactory evidence that Brett Startia is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

5-13-17

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at

My Commission Expires: 7-

7-12-20

Stignature

Cold
Named Printed

STATE OF WASHINGTON )

SS.

COUNTY OF Spokane

I certify that I know or have satisfactory evidence that Scott Schl is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5 13 17

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

Characteristics

NOTARY PUBLIC in and for the State of Washington, pesiding at Spokene

My Commission Expires: 7-(2

7-12-20

Signature
Named Printed

Named Printed

STATE OF WASHINGTON )

COUNTY OF Spokene)

SS.

I certify that I know or have satisfactory evidence that Roxan Johan Son is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 05132017

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at

My Commission Expires: 7-12-20

Charles E Caraway
Named Printed

STATE OF WASHINGTON )

COUNTY OF Spokane

SS.

I certify that I know or have satisfactory evidence that Charles Caraway is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5-13-17

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

Diminioring

(Seal or stamp)

NOTARY PUBLIC in and for the State of

Washington, residing at Spekane

My Commission Expires: 7-12-2

Named Printed

STATE OF WASHINGTON )

STATE OF WASHINGTON ) ss.

I certify that I know or have satisfactory evidence that \( \frac{1}{26} \) \( \frac{1}{16} \) is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5-/3-/7-

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

(Seal or stamp)

NOTARY DUBLIC in and for the State of Washington, residing at Sinkare

My Commission Expires: 7-0

7-12-24

Signature

STATE OF WASHINGTON )

COUNTY OF Spokane

SS.

I certify that I know or have satisfactory evidence that Philip the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

5/13/17

Notary Public State of Washington JACOB LEON SMELTZER MY COMMISSION EXPIRES
JULY 12, 2020

(Seal or stamp)

UBILIC in and for the State of Washington, residing at Spokene

Signature

Tiva M. Nehema

Named Printed

STATE OF WASHINGTON )

SS.

COUNTY OF SPOKONE )

I certify that I know or have satisfactory evidence that I have before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5.13.2017

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at Space My Commission Expires: 7-12-20

Signature

STATE OF WASHINGTON ) SS. COUNTY OF Spokene ) I certify that I know or have satisfactory evidence that Tim Lewis the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument. Dated: 5-13-Önnuniinummummummum⊡ Notary Public State of Washington JACOB LEON SMELTZER MY COMMISSION EXPIRES NOTARY PUBLIC in and for the State of JULY 12, 2020 Washington, residing at Spoking ā.........ā..........................ā My Commission Expires:

(Seal or stamp)

	Named Printed
CTATE OF WACHINGTON )	
STATE OF WASHINGTON )  ss.  COUNTY OF Spokene )	
I certify that I know or have satisfacthe person who appeared before me, and sa Amendment to Declaration of Covenants	is aid person acknowledged that he/she signed the s, Conditions, and Restrictions of Northview free and voluntary act for the uses and purposes
Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES  JULY 12, 2020  Characteristics of the state of the stat	NOTARY OBLIC in and for the State of Washington, residing at Spokane My Commission Expires: 7-12-20

Signature

RONALD A-BAEHNER Named Printed

STATE OF WASHINGTON )

COUNTY OF Sokene )

SS.

I certify that I know or have satisfactory evidence that Royal Backwer is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5-13-17

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES
JULY 12, 2020

Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at Special

My Commission Expires: 7-12-20

	Signature  Sean Wells  Named Printed
Amendment to Declaration of Covenant	is tectory evidence that Sean Wells is raid person acknowledged that he/she signed the is, Conditions, and Restrictions of Northview free and voluntary act for the uses and purposes
Dated: 5/17/17	
Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES  JULY 12, 2020  (Seal or stamp)	NOTARY COBLIC in and for the State of Washington, residing at Spokene My Commission Expires: 7-12-20

	Signature  Sear Wells  Named Printed
STATE OF WASHINGTON)  COUNTY OF Spakane)  ss.	
Amendment to Declaration of Covenants	etory evidence that Sear Wells is aid person acknowledged that he/she signed the signed that he/she signed that he/she signed the signed that he/she
Dated: 5/13/17	
Notary Public State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES JULY 12, 2020  (Seal or stamp)	WOTARY PUBLIC in and for the State of Washington, residing at Spokene My Commission Expires: 7-12-20

Signature

Chandle Bjerkengten

Named Printed

STATE OF WASHINGTON )

COUNTY OF Solution )

ss.

I certify that I know or have satisfactory evidence that Charmele Bjelkengre is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5-13-17

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at Spokene

My Commission Expires: 7

7-12-2

3 /

Named Printed

STATE OF WASHINGTON )

COUNTY OF Spokane)

SS.

I certify that I know or have satisfactory evidence that <u>ken Peder (Sen</u> is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5-13-17

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of

Washington, residing at Spokane

My Commission Expires:

7-12-20

Signature

Named Printed

STATE OF WASHINGTON )

COUNTY OF Spokane)

SS.

I certify that I know or have satisfactory evidence that \( \subseteq \text{oseph} \) \( \text{Annal} \) is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 13MAN2017

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

Geal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at Spoken.

My Commission Expires: 7-17-20

Signature

BUAN GRANCK

Named Printed

STATE OF WASHINGTON )

COUNTY OF Spokane )

SS.

I certify that I know or have satisfactory evidence that Bryan Corry held is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5/13/2017

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at Spakene My Commission Expires: 7-12-20

Signature

Andrea Usen
Named Printed

STATE OF WASHINGTON )

SS.

COUNTY OF Spokane )

Dated: 5/13/2017

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

DIRECTION OF THE PUBLIC OF THE P

NOTARY PUBLIC in and for the State of Washington, residing at SPOKAN My Commission Expires: 7-12-20

Signature

Signature

Named Printed

STATE OF WASHINGTON )

COUNTY OF Spokane )

I certify that I know or have satisfactory evidence that Now Simone is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

SS.

Dated:

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES
JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at Spokene

My Commission Expires: 7-12-20

	Signature
	Named Printed
STATE OF WASHINGTON)  ss.  COUNTY OF Spokene)	
Amendment to Declaration of Covenants	is aid person acknowledged that he/she signed the s, Conditions, and Restrictions of Northview free and voluntary act for the uses and purposes
Dated: 5()(1)	
Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES JULY 12, 2020  Character of Washington  (Seal or stamp)	NOTARY PUBLIC in and for the State of Washington, residing at 570 keeper My Commission Expires: 7-12-20

	Named Printed
STATE OF WASHINGTON )  COUNTY OF Spokane )	
the person who appeared before me, and Amendment to Declaration of Covens	sfactory evidence that be Pointexter is d said person acknowledged that he/she signed the ants, Conditions, and Restrictions of Northview er free and voluntary act for the uses and purposes
Dated:5 13 17	
Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES JULY 12, 2020  JULY 12, 2020  (Seal or stamp)	NOTARY RUBLIC in and for the State of Washington, residing at Speaker My Commission Expires: 7-12-20

la la
Signature Levelenko Andrik
Named Printed

STATE OF WASHINGTON )

COUNTY OF Spokene )

ss.

I certify that I know or have satisfactory evidence that Andrew Levels is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5-13-17

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

(Seal or stamp)

NOTAR PUBLIC in and for the State of Washington, residing at Spokame

Named Printed

STATE OF WASHINGTON )	
COUNTY OF Spokene ) ss.	
I certify that I know or have satisfactory evidence that Lef True the person who appeared before me, and said person acknowledged that he/sh Amendment to Declaration of Covenants, Conditions, and Restrictions of Estates and acknowledged it to be his/her free and voluntary act for the uses a mentioned in the instrument.	e signed the Northviev
Dated: 5   13   17	
Notary Public State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES JULY 12, 2020  Washington, residing at Space  My Commission Expires: 7-	nl

(Seal or stamp)

	Signature  TRAM 1-160  Named Printed
STATE OF WASHINGTON )  COUNTY OF Soland )  ss.	
Amendment to Declaration of Covenants	tory evidence that <u>tram Ngo</u> is id person acknowledged that he/she signed the Conditions, and Restrictions of Northview ree and voluntary act for the uses and purposes
Dated: 5/13/17	
Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES  JULY 12, 2020  Diminimum	NOTARY DUBLIC in and for the State of Washington, residing at

Signature

CANCIPEDE I SPECIALITY

Named Printed

STATE OF WASHINGTON )

COUNTY OF Spoking)

SS.

I certify that I know or have satisfactory evidence that Cameron Burchet is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:

\_\_\_\_\_

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

Dimminimum

NOTARY PUBLIC in and for the State of Washington, residing at Spokane

My Commission Expires: 7-12-

(Seal or stamp)

Ct.	·
Signature	
Steven Named Printed	J Dixson

STATE OF WASHINGTON ) ss. COUNTY OF Spokane )

I certify that I know or have satisfactory evidence that Steven bix son is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5/15/17

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES
JULY 12, 2020

CSeal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at Spake we My Commission Expires: 7-12-20

Signature

Named Printed

STATE OF WASHINGTON )

COUNTY OF Spokane

SS.

I certify that I know or have satisfactory evidence that Link Rarners is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 15 May 2017

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at Spokene

Signature

Named Printed

STATE OF WASHINGTON )

COUNTY OF Spokane

SS.

I certify that I know or have satisfactory evidence that <u>keith booley</u> is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:

Notary Public State of Washington JACOB LEON SMELTZER MY COMMISSION EXPIRES JULY 12, 2020

(Seal or stamp)

NOTAR PUBLIC in and for the State of

Washington, residing at Specie

	Digitature
	Lei Zhao Named Printed
STATE OF WASHINGTON)  Ss.  COUNTY OF Spokane)	
the person who appeared before me, and s Amendment to Declaration of Covenant	actory evidence that Li 2 hao is said person acknowledged that he/she signed the ts, Conditions, and Restrictions of Northview free and voluntary act for the uses and purposes
Dated:5/15/20	17
Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES  JULY 12, 2020  (Seal or stamp)	NOTARY PUBLIC in and for the State of Washington, residing at Spokane My Commission Expires: 7-12-20

	Named Printed
Amendment to Declaration of Covenants	etory evidence that Land Janes is hid person acknowledged that he/she signed the seconditions, and Restrictions of Northview tree and voluntary act for the uses and purposes
Dated: $M_{NJ}$ $\frac{15,20}{1}$	17
Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES JULY 12, 2020  Characteristics  (Seal or stamp)	NOTARY PUBLIC in and for the State of Washington, residing at Spoka we My Commission Expires: 7-12-20

Signature

David M. Brown

Named Printed

STATE OF WASHINGTON )

SS.

COUNTY OF Spokane )

I certify that I know or have satisfactory evidence that David Brown is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:

Notary Public State of Washington

JULY 12, 2020 =

(Seal or stamp)

NOTARA PUBLIC in and for the State of

Washington, residing at Shokene

My Commission Expires: \_\_\_

Signature

Named Printed

STATE OF WASHINGTON )

COUNTY OF Spakerice

SS.

I certify that I know or have satisfactory evidence that Casey Brischle is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5/15/17

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at Spekane

	Signature    Pugl Named Printed
the person who appeared before me, and sa Amendment to Declaration of Covenants	ctory evidence that Ryan Pygh is aid person acknowledged that he/she signed the s, Conditions, and Restrictions of Northview free and voluntary act for the uses and purposes
Dated: \\ \\ \/ \/ \/ \/	7
Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES JULY 12, 2020	NOTARY PUBLIC in and for the State of Washington, residing at

(Seal or stamp)

STATE OF WASHINGTON ) SS. COUNTY OF Spokene )

I certify that I know or have satisfactory evidence that Neil Michael the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 15/15/17 ០ី០១១០បំណែលកាលកាលកាលកាលកា Notary Public State of Washington JACOB LEON SMELTZER NOTAKY PUBLIC in and for the State of MY COMMISSION EXPIRES
JULY 12, 2020 Washington, residing at Spokave My Commission Expires:

(Seal or stamp)

	Signature  Named Printed
the person who appeared before me, and s Amendment to Declaration of Covenant	istory evidence that <u>Rick Keene</u> is said person acknowledged that he/she signed the ts, Conditions, and Restrictions of Northview free and voluntary act for the uses and purposes
Dated: 5-15-17	
Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES  JULY 12, 2020  DIMMINIMUM DIMMINIMUM DIMINIMUM	NOTARY PUBLIC in and for the State of Washington, residing at Spokare  My Commission Expires: 7-12-20

Signature

Laura Shafer

Named Printed

STATE OF WASHINGTON )

COUNTY OF Spokene )

SS.

I certify that I know or have satisfactory evidence that Lawra Shafer is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5 15 17

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES
JULY 12, 2020

(Seal or stamp)

NOTARY PUBLIC in and for the State of

Washington, residing at Spokere

Signature S. MCDONIO

Named Printed

Named Printed

STATE OF WASHINGTON )	
COUNTY OF Spokane ) ss.	
the person who appeared before me, and sa Amendment to Declaration of Covenants	etory evidence that <u>Jennifer Medonald</u> is aid person acknowledged that he/she signed the s, Conditions, and Restrictions of Northview ree and voluntary act for the uses and purposes
Dated: My 15, 20	17
Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES JULY 12, 2020	NOTARY PUBLIC in and for the State of Washington, residing at Spake.  My Commission Expires: 7-7-9.2

(Seal or stamp)

	Signature
	Many Zlang Named Printed
STATE OF WASHINGTON)  Sockare  COUNTY OF Spokare  State of Washington)	
Amendment to Declaration of Covena	sfactory evidence that <u>Way Zhang</u> is a said person acknowledged that he/she signed the ants, Conditions, and Restrictions of Northviewer free and voluntary act for the uses and purposes
Dated: 5/16/17	·····
Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES  JULY 12, 2020  (Seal or stamp)	NOTARY PUBLIC in and for the State of Washington, residing at Spokene My Commission Expires: 7-12-20

	Named Printed
	Named Timed
STATE OF WASHINGTON )	
COUNTY OF Spokene ) ss	<b>3.</b>
the person who appeared before me, as Amendment to Declaration of Cover	tisfactory evidence that Glew Williams is not said person acknowledged that he/she signed the nants, Conditions, and Restrictions of Northview her free and voluntary act for the uses and purposes
Dated: 5/6	
Notary Public  State of Washington  JACOB LEON SMELTZER  MY COMMISSION EXPIRES JULY 12, 2020	NOTARY PUBLIC in and for the State of Washington, residing at Spokene

(Seal or stamp)

ivstin Granam

STATE OF WASHINGTON )

COUNTY OF Spakene)

SS.

I certify that I know or have satisfactory evidence that Kirskin Graham is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: MCW 16, 2017

**Notary Public** State of Washington JACOB LEON SMELTZER 

(Seal or stamp)

NOTAKY PUBLIC in and for the State of Washington, residing at Spokene

STATE OF WASHINGTON)

Solventy OF Spokene)

ss.

I certify that I know or have satisfactory evidence that Bradley Laffety is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5/19/17

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

(Seal or stamp)

NOTARY DUBLIC in and for the State of Washington, residing at Spokane

My Commission Expires:

1-12-20

Signature
Tohn Becsley

STATE OF WASHINGTON )		
COUNTY OF Spokene )	SS.	

I certify that I know or have satisfactory evidence that by Reastey is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: May 19, 2017

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES

JULY 12, 2020

Characteristics

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at Spokani
My Commission Expires: 7-12-20

Signature

Signature

Ronald E. W. U. J.

Named Printed

STATE OF WASHINGTON )

COUNTY OF Spokene

SS.

I certify that I know or have satisfactory evidence that \( \lambda \) is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated

Notary Public

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES
JULY 12, 2020

JULY 12, 2020

(Seal or stamp)

My Commission Expires:

STATE OF WASHINGTON ) SS. COUNTY OF Spokane

I certify that I know or have satisfactory evidence that Chris Kenley the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

**Notary Public** State of Washington MY COMMISSION EXPIRES 

(Seal or stamp)

NOTARY PUBLIC in and for the State of Washington, residing at Sp. kan

Signature
SEE N. EWMAN
Named Printed

STATE OF WASHINGTON )

COUNTY OF Spokene

SS.

I certify that I know or have satisfactory evidence that Steve Plewman is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 4/16/17

Notary Public State of Washington JACOB LEON SMELTZER MY COMMISSION EXPIRES JULY 12, 2020

(Seal or stamp)

NOTAR PUBLIC in and for the State of Washington, residing at

Signature

ROWALD FOOWAR

Named Printed

STATE OF WASHINGTON )

COUNTY OF Spokane )

SS.

I certify that I know or have satisfactory evidence that Kona I Lowek is the person who appeared before me, and said person acknowledged that he/she signed the Amendment to Declaration of Covenants, Conditions, and Restrictions of Northview Estates and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:

NOTARY PUBLIC in and for the State of

Washington, residing at Spokane

My Commission Expires: 7-12-2020

(Seal or stamp)

Notary Public

State of Washington

JACOB LEON SMELTZER

MY COMMISSION EXPIRES
JULY 12, 2020



**5133601** Page: 1 of 2 18/11/2004 03:27P Spokane Co, WR

### **TITLE NOTICE**

FILED BY:

PUBLIC WORKS DEPARTMENT BUILDING AND PLANNING DEPT 1026 W BROADWAY AVE SPOKANE, WA 99260-0220 (509) 477-3675

Parcel No.: 26134.0166, 26134.0157, 26134.0134, 26134.0122, 26134.0113, 26134.0114, 26134.0132,

26134.0301, 26134.0304, 26134.0305 and 26134.0408

Legal Property Owner: Howes Quality Development Co., Inc.

Spokane County has taken the following land use regulation action imposing a variety of special development conditions on NORTHVIEW ESTATES, PN-1794-96, located Section 13, Township 26 N, Range 42 East WM in the County of Spokane, State of Washington. The property legally described as:

Those portions of Kempe's Acre Tracts, according to plat recorded in Volume "P" of Plats, page 4 and Hillcrest North Addition, according to plat recorded in Volume 9 of Plats, page 36, all situate in the Southeast quarter of Section 13, Township 26 North, Range 42 East, W.M., in Spokane County, State of Washington and being more particularly described as follows:

Commencing at the South Quarter Corner of said Section 13 thence proceeding along the South line of said Section South 88°44'00" East 843.79 feet; thence North 01°16'00" East 20.00 feet to a point said point being on the South line of Tract 19 of Kempe's Acre Tracts and being 682.09 feet (683 feet Record) West of the East Line of said Tract said point also being the True Point of Beginning for this Legal Description; thence proceeding South 88°44'00" East 60.01 feet along the South line of Tract 19 to the Southwest Corner of land Deeded under Auditors File #464862C; thence due North 399.73 feet (400 feet Record) to the Northwest Corner of said Deeded land; thence South 88°44'00" East 217.39 feet (218 feet Record) to the Northeast Corner of said Deeded land; thence due North 138.03 feet to the Northwest Corner of land Deeded under Auditors File #7709210130; thence South 88°44'00" East 56.45 feet to the Southwest Corner of Lot 7, Block 2 of Hillcrest North Addition; thence along the West line of Hillcrest North Addition North 00°01'22" West 500.09 feet (500 feet Record) to the Northwest Corner of Lot 4, Block 2 of said Addition; thence proceeding along the West line of said Addition North 15°50'30" East 295.57 feet to the Southeast Corner of Lot 8, Block 2 of said Addition; thence proceeding along the East line of said Lot 8 North 15°50'30" East 110.03 feet (110.63 feet Record) to the Northeast Corner of Lot 8 of said Addition; thence North 14°31'04" West 69.73 feet to the Southwest Corner of Lot 3, Block 1 of said Addition; thence proceeding along the West line of said Lot 3 due North 190.36 feet (190.48 feet Record) to the Southwest Corner of Lot 1, Block 1 of said Addition; thence proceeding East along the South line of said Lot 1 South 88°44'00" East 240.35 feet (240 feet Record) to the Southeast Corner of said Lot 1; thence proceeding North along the East line of said Lot 1 North 00°00'23" East 125.03 feet (125 feet Record) to the Northeast Corner of said Lot 1; thence South 88°44'00" East 15.00 feet to a point on the East line of Tract 15 of Kempe's Acre Tracts; thence proceeding North along the East line of said Kempe's Acre Tracts North 00°00'23" East 783.28



**5133601**Page: 2 of 2
10/11/2004 03:27P
Spokane Co, WA

feet to the Northeast Corner of said Kempe's Acre Tracts; thence proceeding West along the North line of said Kempe's Acre Tracts North 88°37'03" West 324.91 feet; thence South 28°41'01" East 119.18 feet; thence South 60°03'47" West 95.38 feet; thence South 27°30'25" East 132.22 feet; thence South 65°20'54" West 122.08 feet; thence along a Non Tangent Curve to the right with a Chord Bearing of South 9°36'58" East and a Chord Length of 102.04 feet, said Curve having an Arc Length of 102.66 feet and a Radius of 270.50 feet; thence North 88°44'39" West on a radial bearing 41.00 feet; thence along a Non Tangent Curve to the left with a Chord Bearing of North 11°28'24" West and a Chord Length of 101.14 feet, said Curve having an Arc Length of 101.98 feet and a Radius of 229.50 feet; thence South 73°08'38" West 153.59 feet; thence South 25°15'36" East 98.77 feet, thence along a Non Tangent Curve to the right with a Chord Bearing of North 85°55'49" East and a Chord Length of 57.68 feet, said Curve having an Arc Length of 57.96 feet and a Radius of 170.50 feet; thence South 84°19'50" East 29.72 feet; thence South 5°00'14" West 41.00 feet; thence North 84°19'50" West 30.19 feet; thence along a curve to the left with a Radius of 129.50 feet and a Delta of 30°55'46" for an Arc Length of 69.91 feet; thence South 64°44'24" West 32.34 feet; thence South 19°48'25" East 192.13 feet; thence South 81°52'17" West 81.69 feet; thence South 00°14'00" West 489.74 feet; thence South 4°34'36" West 396.13 feet; thence South 00°14'00" West 384.50 feet; thence North 89°46'00" West 45.00 feet; thence along a curve to the right with a Radius of 79.50 feet and a Delta of 13°21'43" for an Arc Length of 18.54 feet; thence South 13°35'43" West on a radial bearing 41.00 feet; thence along a Non Tangent Curve to the right with a Chord Bearing of North 76°04'28" West and a Chord Length of 1.39 feet, said Curve having an Arc Length of 1.39 feet and a Radius of 120.50 feet; thence South 69°19'51" West a distance of 109.08 feet; thence due South 141.80 feet to a point on an East-West line dividing lands Deeded under Auditors File #4446321 and #8107280012; thence South 88°44'00" East 138.03 feet to the Northeast Corner of said land Deeded under Auditors File #8107280012; thence due South 195.05 feet to the Easterly Corner between lands Deeded under Auditors File #8107280012 and #8107280011; thence due South 195.04 feet to the True Point of Beginning.

is the subject of a land use action by the Spokane County Hearing Examiner on June 19, 1996 and subsequent Extension-of-Time of June 17, 2004, imposing a variety of special development conditions. File No. PN-1794-96 is available for inspection and copying in the Spokane County Building and Planning Department. Prior to obtaining a building permit the mitigating measures of the <a href="May 23, 2003">GeoEngineers Report of May 23, 2003</a> must be satisfied due to "Spokane Loam" (SpC) soils with moderate to severe erosion characteristics.

The terms of this notice shall run with the land and apply to the applicant, owners, heirs, assigns and successors in interest.

Release of this Title Notice can only be accomplished through the authority of the Spokane County Building and Planning Department or its successor by recording of a "Title Notice Extinguishment" based upon a finding that such release should occur.  BY SPOKANE COUNTY BUILDING AND PLANNING DEPARTMENT:		
Signature: John Munner	Date: October 5, 2004	

### FINAL PLAT

FILED FOR THE RECORD THIS\_

SEPTEMBER 2004,

AUDITORS CERTIFICATE

5128716

80/28

Plat #

3688

& HOSKINS, INC.

PAGE 28-31

OF PLATS AT THE REQUEST OF THOMAS, DEAN

COUNTY AUDITOR PUTY

2004, AT 11:58 AM. IN BOOK 30

2942 DAY OF

## NORTHVIEW ESTATES

A PORTION OF THE SE 1/4 OF SECTION 13, T26N, R42E, W.M. SPOKANE COUNTY, WASHINGTON

BE IT KNOW BY THESE PRESENT that HOWES QUALITY DEVELOPMENT, INC., a Washington corporation, and American West Bank have caused to be platted into lots, blocks and streets the lands hereon to be known as NOTHVIEW ESTATES, and being legally described as follow:

A Replat of portions of Kempe's Acre Tracts and Hillcrest North Addition all situate in the Southeast quarter of Section 13, Township 26 North, Range 42 East, W.M., in Spokane County, State of Washington and being more

The private roads as shown hereon as Tract "A" are an for those lots within the plat having frontage thereon.

The private road, parcel adjacent to Northview Lane Tract "A", shown hereon is an easement to provide ing. o and south of Lot 1, Block 3, Assessors Parcel Number 26134.0167.

The private roads, considered subserved subserved as subserved and/or common areacted by document Spokane is hereby geasement. non areas, Tracts "B" and "C", cannot be sold or tra ourposes to the other lots created herein. The state

Use of private we ater systems is prohibited.

Utility easements s construction, recon together with the n underground facilit that may interfere to shown on the herein described plat are hereby dedicated to the serving utility companies for instruction, maintenance, protection, inspection and operation of their respective facilities, right to prohibit changes in grade that will reduce the existing coverage over installed illies and the right to trim and or remove trees, bushes, landscaping and to prohibit structures with the construction, reconstruction, reliability, maintenance and safe operation of same.

the plattor(s) hereby dedicate forever to Spokane County, 15 feet additional Right of Way for Edna road as platted and shown hereon for public purposes.

he private roads and drainage easements are subject to the separate Declaration of Covenant as reco. Peptember 15, 2004 under Auditor's Document No. 5123115 which by reference is made a part hereof.

That in consideration of Mutual Benefits now or to be hereafter derived, do for themselves, their heirs, grantees, assigns and successor(s) in interest hereby request and authorize Spokane County to include the above described property in a Road Improvement District (RID) and to support the formation of a Road Improvement District for improvement of the road(s) described below by requesting and authorizing Spokane County to place their name(s) on a petition for the formation of a Road Improvement District pursuant to RCW 36.88.050, or by requesting and authorizing Spokane County to cast their ballot in favor of a RID being formed under the resolution method pursuant to RCW 36.88.030, and/or by not filling a protest against the formation of a RID being formed under the alternative resolution method provided for in RCW 36.88.065 and Chapter 35.43 RCW.

sed for improvement of the road(s) described below, said owner(s) and successor(s) further approvements or construction contemplated within the proposed RID are feasible and (2) that the provention the formation of the RID by the property included therein, together with the amount writicipation, exceeds the cost and expense of formation of the RID, and (3) that the property sed RID is sufficiently developed; provided, themselves, their heirs, grantees, assigns and all retain the right, as authorized under RCW 36.88.090, to object to any assement(s) on the sult of the improvements called for in conjunction with the formation of a RID by either the tion method under Chapter 36.88 RCW and to appeal to the Superior Court the decision of the Commissioners conmitming the final assessment roll; provided further, it is recognized that and for incoming the final assessment roll; provided further, it is recognized that the first the property.

t is further acknowledged and agreed that at such time as a RID is created or any County Road Improvement project is authorized by Spokane County, the improvements required shall be at the sole expense of the pwner(s) of the property within the RID or served by the improvements without any monetary participation by Spokane County.

5

The land encompa
Loam soils (SpC).
mitigating measure
building permit. La

A public sewer sy to sale. Use of im

The public water system, pursuant to the water plan approved by county and state health authorities, the local fire protection district, County Division of Building and Code Emprovement and water purveyor, shall be installed within this subdivision and the applicant shall provide for included domestic water service as well as fire protection to each lot prior to sale of each lot and prior to sale of each sold prior to sale of each sold and prior to sale of a building permit for each lot.

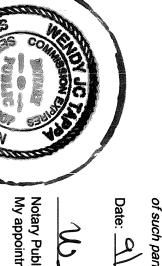
Setbacks shall be drafted on this find obtained. e determined at the time building permits are requested unless these setbacks are specifically and plat. The setbacks indicated on this plat may be varied from if proper zoning approvals are

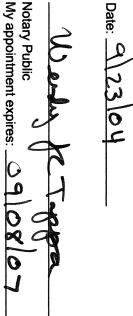
WARNING: Spokane County has no responsibility to build, improve roads contained within or providing service to the property describe subsequently by allowing a building permit to be issued on property no obligation of any kind or nature whatsoever to establish, examinamaintain, provide drainage or snow removal on a private road. The and shall be binding upon owner, their heirs, successors or assignmaintenance of the private road as provided herein.

If a RID is propose agree: (1) that imp benefits to be deri of any County pan within the propose successor(s) shall property as a resulpetition or resolution beard of County Cactual assessment increased true and increased

The RID wavier contained in this agreement shall expire after ten (10) days This provision is applicable to Johannsen Road.

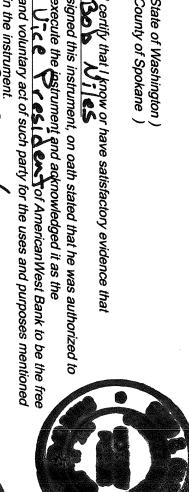


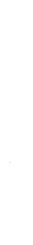






State of Washington )
County of Spokane )





NTS

OWNER'S CERTIFICATE

CHAIRPERSON BOARD OF COMMISSSIONERS

Examined and approved this **32 11** of **52 12 12 12 12 1** 2004.

\_day

SPOKANE COUNTY COMMISSIONERS

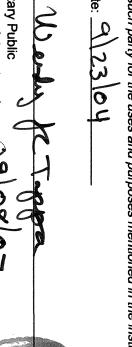
IN WITNESS WHEREOF, I, Ron D. Howes signed this instr the President of HOWES QUALITY DEVELOPMENT, INC.



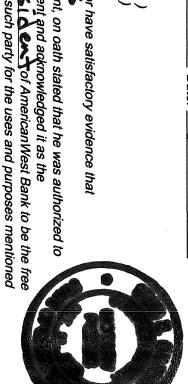
State of Washington )
County of Spokane )

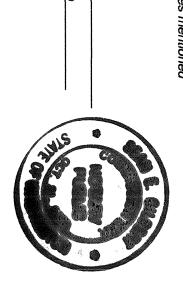
such party for the uses and purposes mentioned in

Date: 9/23/04



IN WITNESS WHEREOF, I, BOB NILES signed this instrument as the VICE PRESIDENT of AmericanWest Bank.





SPOKANE DIRECTOR OF BUILDING AND PLANNING

Examined and approved this  $\frac{28}{3}$ 

day

SPOKANE COUNTY DEPARTMENT OF BUILDING AND PLANNING

of September

, 2004.

I certify that I know or have satisfactory evidence that Ron D. Howes signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of the HOWES QUALITY DEVELOPMENT, INC. to be the free and voluntary act

SPOKANE COUNTY DIVISION OF UTILITIES

SPOKANE COUNTY EN

Examined and approved this

\_ day

Septem ber

SPOKANE COUNTY DIVISION OF ENGINEERING AND ROADS

of SEPTEMBER Examined and approved this 28 74 ر, 2004.

day

SPOKANE COUNTY UTILITIES

SPOKANE REGIONAL HEALTH DISTRICT

SPOKANE REGIONAL HEALTHOFFICER Examined and approved this , 2004. 28TH day

SPOKANE COUNTY TREASURER

Examined and approved this \_ 2004.

SPOKANE COUNTY TREASURER

D. Sommers by Robert & Follows
SPOKANE COUNTY ASSESSOR Examined and approved this\_ of September SPOKANE COUNTY ASSESSOR , 2004. 284# day

TD&H 303 EAST SECOND AVENUE SPOKANE, WASHINGTON 99202 (509) 622-2888, 622-2889 FAX THOMAS, DEAN & HOSKINS, INC.

ENGINEERING CONSULTANTS

GREAT FALLS-BOZEMAN-KALISPELL-HELENA

SPOKANE
LEWISTON

PN 1794-96

PN 1794-96

ENGINES HOSKINS, INC.

MONTANA

SPOKANE
LEWISTON SHEET NO

30/28

### FINAL PLAT

# NORTHVIEW ESTATES

A PORTION OF THE SE 1/4 OF SECTION 13, T26N, R42E, W.M. SPOKANE COUNTY, WASHINGTON

Mat # 3688

5/28776

30/39

FILED FOR THE RECORD THIS 294 DA Suptemble 2004, AT 11:58 PAGE 28-31 OF PLATS AT THE BEA 2004, AT 11:58 AM IN OF PLATS AT THE REQUEST OF THOMAS, DEAN M. IN BOOK\_

30

& HOSKINS, INC.

AUDITOR

AUDITORS CERTIFICATE

TD&H THOMAS, DEAN & HOSKINS, INC.

ENGINEERING CONSULTANTS

GREAT FALLS-BOZEMAN-KALISPELL-HELENA

SPOKANE
LEWISTON

PN 1794-96

PN 1794-96

ENGINEAN, INC.

ENGINEERING CONSULTANTS

SPOKANE
LEWISTON

303 EAST SECOND AVENUE SPOKANE, WASHINGTON 99202 (509) 622-2888, 622-2889 FAX

SHEET

DRAINAGE

Drainage easements as platted and shown hereon, which are for the purpose of conveying and storing stormwater runoff, and for installing, operating and maintaining drainage ponds and drainage facilities which dispose of and treat stormwater runoff, are hereby granted to Spokane County and Northview Estates Homeowners' Association. All tracts are hereby dedicated to the Northview Estates Homeowners' Association for the purpose of conveying and storing stormwater runoff, and for installing, operating and maintaining drainage ponds and drainage facilities that dispose of and treat stormwater runoff. A drainage easement is granted to spokane County over all tracts for inspection and emergency maintenance of stormwater facilities.

Spokane County and its authorized agents are hereby granted the right to ingress and egress to, over and from all drainage easements and tracts for the purposes of inspection and emergency maintenance of the drainage swales, ponds, ditches, culverts and other drainage facilities, if not properly maintained by the properly owner(s) or the Northview Estates Homeowners' Association. Spokane County does not accept the responsibility to inspect or maintain any of the private drainage facilities for this development (onsite or offsite) even when located within the public right-of-way, except in cases where Spokane County specifically assumes that responsibility in writing. Neither does Spokane County accept any liability for any failure by the property owner(s)or the Northview Estates Homeowners' Association to property maintain such areas.

Stormwater runoff from Northview Estates (P1794) in conjunction with stormwater runoff from Forest Hills 4th Addition (P1507B) is conveyed through a storm pipe system located along North Five Mile Road to a drainage facility located within the offsite drainage easement recorded under Auditors Document Number 5113635.

Maintenance of these drainage facilities is the responsibility of both the Northview Estates Homeowners' Association and the Forest Hills 4th Addition Homeowners' Association or their successors in interest. Prior to conducting any maintenance, repair or replacement of the storm drain system located along North Five Mile Road, a permit to work in the public right of way will be obtained from Spokane County.

The property owner(s) within this plat shall be held responsible for keeping open and maintaining the surface path of natural or man-made drainage flow over and across their respective properties. If the property owner(s) fail to maintain the surface path of natural or man-made drainage flow, or drainage facilities on private properties, a notice of such failure may be given to the property owner(s). If not corrected within the period indicated on said notice, Spokane County has the right to correct the maintenance failure, or have it corrected, at the expense of the property owner(s).

Spokane County does not accept the responsibility of maintaining the drainage course on private lots nor the responsibility for any damage whatsoever, including, but not limited to, inverse condemnation to any properties due to deficient construction and/or maintenance of drainage courses in drainage easements on private property.

Any building that is constructed on a lot in this plat shall be set at such an elevation so as to provide positive drainage away from any drainage entry point to the building (including but not limited to a window well, a window unprotected by a window well, or a doorway). Said positive drainage shall consist of a minimum slope of 5% away from the building for a distance of at least 10 feet from the building. The lots shall be graded so that either a) all runoff is routed away from the building, and conveyed over the lot to a natural drainage swale or approved drainage facility, or b) drainage intercepted on the lot is disposed of on the lot in an approved drainage facility. All drainage facilities for this plat, including any '208' swales, shall be constructed in accordance with the approved plans on file at the Spokane County Engineer's Office. Any proposed changes to the approved road and drainage plans must be approved by the Spokane County Engineer's Office prior to construction of said changes.

There may exist properties located uphill and adjacent to this subdivision that periodically discharge stormwater runoff onto individual lots within this plat. Stormwater runoff from nearby uphill properties should be expected, and during snow melt periods or wet seasons the lots may be subjected to higher amounts of stormwater runoff than what is normally observed or anticipated. Because stormwater runoff from adjacent properties have discharged onto this plat prior to development, stormwater runoff will likely continue to do so after development. The lots within this plat are subject to the recommendations regarding basements found in the geotechnical study tated February 24, 2004, prepared by Budinger and Associates, recorded under Auditors Document Number 5049652, which by reference becomes a part hereof.

The property owner(s) within this plat shall maintain all natural drainage channels, drainage ditches, and all water quality swales ('208' swales) situated on their respective properties with a permanent ground cover such as live native-type dryland grasses or lawn turf as specified in the currently accepted plans on file at Spokane County Engineer's Office. No structures, including fences, shall be constructed directly over or within a water quality swale, natural drainage channel or drainage ditch without the expressed written consent of the Spokane County Engineer. Property owner(s) maintenance responsibilities shall include, but is not limited to mowing, irrigating and keeping the area free of debris. The Northview Estates Homeowners' Association or its successor in interest, is responsible to keep open and clean related stormwater pipes and/or structures; replacement of drainage facilities as needed; removing and disposing of the soil and grass sod located in drainage facilities situated within easements on private lots at such time Spokane County deems necessary, and replacing the soil and grass sod. Spokane County does not accept the responsibility to inspect and/or maintain the drainage easements, nor does Spokane County accept any liability for any failure by the lot owner(s), the Northview Estates Homeowners' Association or its successors in interest to properly maintain such areas. The properly owner(s) and/or the Northview Estates Homeowners' Association or its successors in interest shall be responsible for payment of all claims and other liabilities, which may become due for said maintenance responsibilities.

DRAINAGE (Cont.)

If the Northview Estates Homeowners' Association, or its successors in interest, fail to maintain the drainage facilities in conformance with the accepted drainage plans and the Operations and Maintenance Manual as prepared by the design engineer on file at the Spokane County Engineer's Office, a notice of such failure may be given to the Northview Estates Homeowners' Association, or its successors in interest, by the County Engineer. If not corrected within the period indicated on said notice, Spokane County has the right to correct the maintenance failure, or have it corrected, at the expense of the Northview Estates Homeowners' Association, or its successors in interest.

Should the Northview Es shall be the individual lou Homeowners' Associatio responsibility and cost or Estates Homeowners' Association be terminated for any reason, the successors in interest tot owner(s), or their successors in interest, who are members of the Northview Estates tion at the time of said termination. The successors in interest shall share equally in the of maintaining said drainage facilities.

The tracts and common areas cannot be sold or transferred and shall be considered subservient estates for tax ourposes to the other lots created herein. The status of the areas designated as subservient estates for tax ourposes cannot be changed without filing a replat.

The developer, property owners, and homeowners' association waive any and all claims for damages against any governmental authority arising from the construction, ownership or maintenance of public facilities. This waiver includes claims of any nature, including but not limited to person and real property damages as well as any inverse condemnation claims.

SIGHT DISTANCE EASEMENT

ments in Lots 1, 2, and 15 of Block 1, Lot 3 of Block 2, and Lot 2 of Block 3 as platted and hereby granted to the Northview Estates Homeowners Association and its authorized agents of allowing a clear view sight distance triangle over and across the easements. The owners at to obstruct or in any manner allow any obstacle to block this clear view triangle between a set and a height of seven (7) feet above the road pavement elevation adjacent to said lots. If its authorized agents are hereby granted the right of ingress and egress to, over and from the purpose of inspection and emergency maintenance of the sight distance area. If the Yor the Northview Estates Homeowners Association fail to maintain the sight distance area in rance with the approved plans on file in the office of the Spokane County has the right to restore property owner. If not corrected after ten (10) days, Spokane County has the right to restore property owner. If not corrected after ten (10) days, Spokane County has the right to restore property owner.

DEDICATION (For City of Spokane Water)

The Easement shall be granted over the full width of the private road was extended outside of "Tract A". A perpetual access and utility easement on, over, under, through, acros. Tract A, shall be granted to the City of Spokane for the purposes of insta removing and/or replacing an underground public water system.

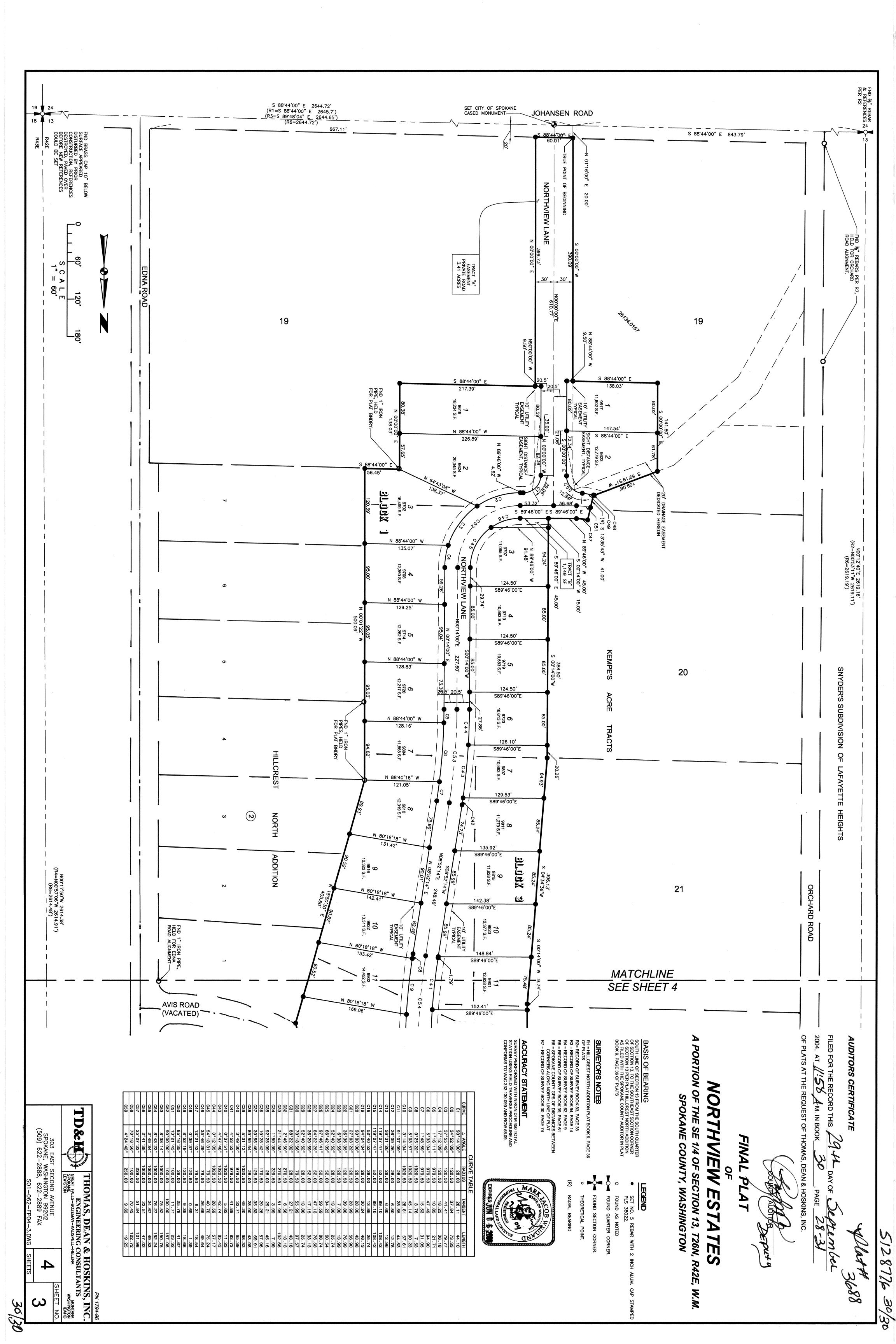
This Easement shall be donated for the purposes of allowing the City, through its officers, employees, contractors and agents, at all times to enter the Easement Property for the purpose of installing, operating, maintaining, repairing, removing and/or replacing the public water system as the City deems necessary.

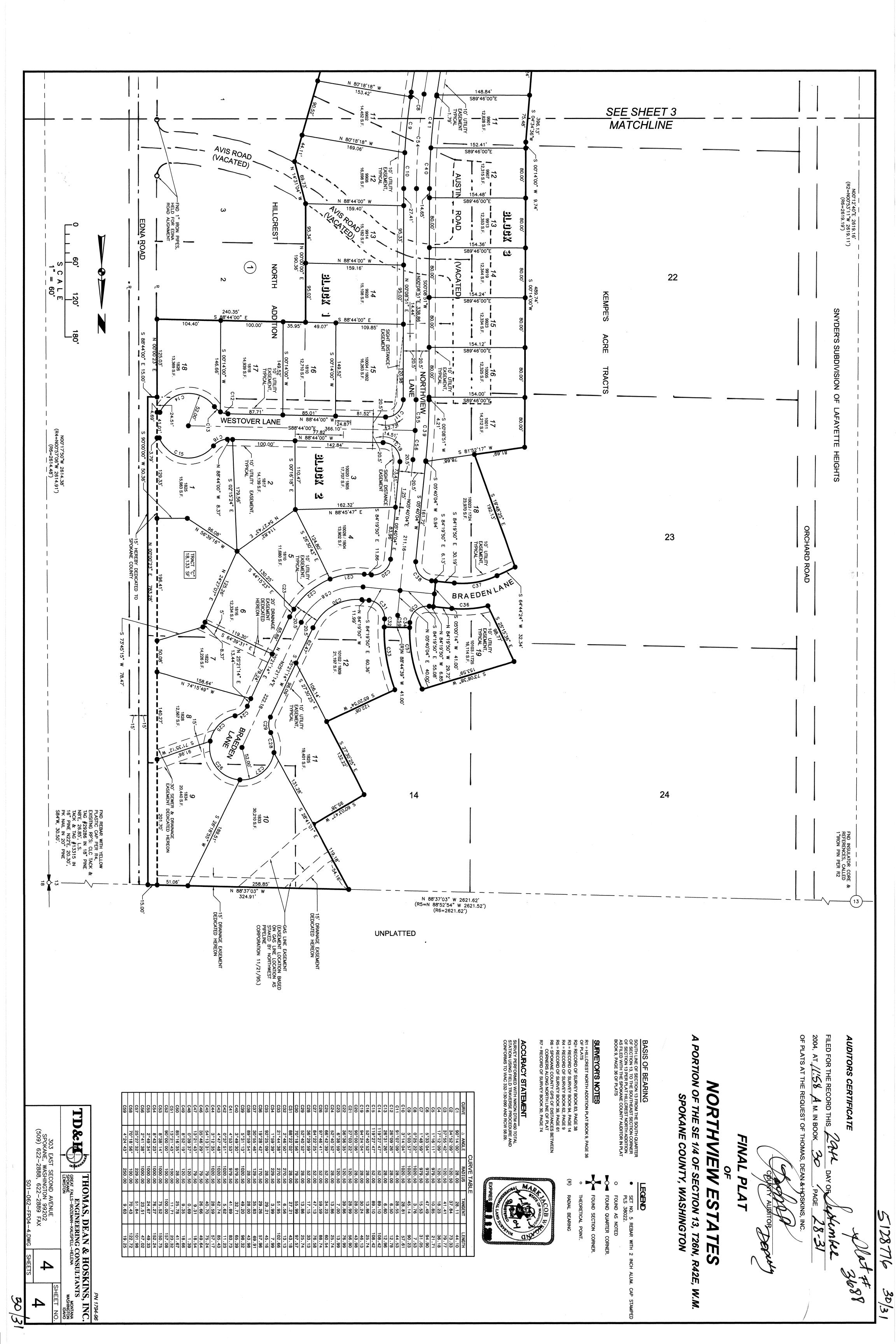
asement shall be non-exclusive; provided; however, neither Grantor nor its successors or assigns shall or convey any interest in the Easement Property, including without limitation other Easement interests, in the prior written approval of the City's Director of Engineering Services. Nor shall Grantor or its assors or assigns allow others to obstruct, impair or interfere with the Easement or the public water system led therein. Standard separation between the water line and other utilities as described in the City of ane's Design Standards shall be maintained at all times unless a variance is granted by the Director of secring Services in writing.

public water system placed within the Easement shall remain the property of the City, with the City retaining ontly over the utilities and related appurtenances.

othing in this Easement or any action or inaction by the City shall create any obligation on the part of the City pay for any improvements, to provide public utility services, or to pay for any service connections, or stallations near or adjacent to the Easement.

ilities, it shall restore the permitted improvements and Grantor's surrounding property, to the condition such symitted improvements and Grantor's surrounding property, to the condition such symitted improvements and surrounding property were in prior to any such installation or work, to the extent any smage or disturbance of the permitted improvements and Grantor's surrounding property was caused by the ty's installation, repair, maintenance, removal and/or replacement of the public utilities. e agreements contained herein and the rights granted hereby shall run with the title to the Easement Property of shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, sub-lessees of assigns..





**5094496**Page: 1 of 3
07/08/2004 10:168
Shokane Co. WA

Return to: Spokane County Engineer's Office

Attn: Division of Engineering and Roads, Development Services Department

1026 W. Broadway, Spokane, WA. 99260-0170

**Document Title**: Plat Addendum

Grantor: PN-1794-96

Grantee: The Public

Plat or Short Plat Name: Northview Estates

Legal Description: A portion of Section 13, Township 26 North, Range 42 East, W.M., Spokane County,

WA.

**Assessor's Tax Parcel ID Number**: Parcels 26134.0166, 26134.0157, 26134.0140, 26134.0401, 26134.0305, 26134.0304, 26134.0403, 26134.0408, 26134.0301, 26134.0132, 26134.0114, 26134.0113, 26134.0122, 26134.0134

Reference or Remarks: Document references geotechnical recommendations.



**5094496** Page: 2 of 3 87/88/2884 18:168 Spokane Co, WR



3820 E. Broadway Ave. Spokane, WA 99202 Tel: 509.535.8841 Fax: 509.535.9589

Ron Howes Howes Development Company 5121 West Ridgecrest Spokane, WA 99208 February 24, 2004

Project Number H03120 Addendum #1

PROJECT:

Northview Estates Variance Request

Spokane, WA

SUBJECT:

Response to County Review Comments

Submittal #3 January 8, 2004

Dear Mr. Howes,

As requested, we've prepared a response to Spokane County review comments of Submittal #3 dated January 8, 2004 that pertain to our scope. The comments are provided in italics below followed by our response.

4. Provide information that indicates that the pond liner material proposed can tolerate a gravel layer over it, and that the depth of cover is appropriate. The concern is that the liner may be punctured or stressed due to weight of the gravel and/or stormwater in the facility.

The Detention Pond Section illustrated in Detail 8 of Sheet 9 of the Engineers Plan dated 12/2/03 was developed in accordance with verbal recommendations that we provided to Dave Wall. Specifically, we recommended a permeable drainage layer over the proposed pvc liner to prevent the build up of pore water pressure and resulting reduced shear strength that commonly results in sliding failure of pond liner systems. To provide the necessary drainage, a coarse grained soil with very few fines is required; therefore, protection of the plastic liner is required. To protect from puncture, we recommended a relatively strong non-woven geotextile fabric equal or stronger than the AMOCO 4553.

6. Although there is no longer a requirement for a variance (to infiltrate stormwater onsite), the knowledge still exists that this a high-risk drainage area. In review of the geotechnical data, it appears that most of the studies were related to infiltration towards the north of the site. Since, the current plan is for a lined-evaporative pond, it seems appropriate for the geotech to address this new design (with respect to mounding and lawn watering, etc.). It also would be appropriate for the geotech to specifically address whether or not infiltrating post-developed stormwater at the south basin location will have the potential for adverse onsite or downstream impacts.

In our opinion, the June 10, 2003 report we prepared in the form of a variance request which was needed for the ordinance in place at that time is applicable to the currently conceived project. Specifically, the report considers the effects of normal lawn watering without the use of stormwater infiltration structures for most of the site that drains to the north and will be serviced by a storm sewer, but does anticipate infiltration below grassy swales in approximately the southwestern 1/3 of the project. Up to 2' of groundwater level increase is calculated from this analysis. Since the Phase I portion will include only a portion of those swales, the height of groundwater mounding will be proportionately less.



**5094496**Page: 3 of 3 87/88/2884 10:168
Spokane Co. WA

Basements should not be built within 3' of elevation from observed groundwater levels or the subsurface contact with decomposed basalt. In addition, basements should be no deeper than 12" above the adjacent storm sewer. For planning purposes, the water levels and decomposed basalt contact surfaces described above may be determined from reference to the June 3, 2003 report by Geo Engineers, "Supplemental Report — Geotechnical Evaluation During Preliminary Design Proposed Northview Estates." However, final design of basements should be completed by a qualified engineer based on site specific data such as a boring or pit on the individual lot. Specific provisions to protect structures from basement moisture damage should be developed at that time. Obviously, the least risk can be obtained by not building basements.

As described in our report of June 10, 2003, criteria are provided in this report to minimize the risk of inundation by groundwater to below grade structures. The criteria do not constitute an endorsement of the use of basement or certification of dry conditions. In our opinion, construction of basements inherently involves risk of moisture related problems. This report describes suggested mitigation for the risk of inundation by groundwater; however, damages can be sustained from sources of moisture other than inundation such as leaking pipes and migrating surface water. Even without architectural or structural damage, these various sources of water can cause damage from biological pollutants such as mold and viruses. Biological pollutants are environmental hazards whose characterization are beyond the scope of these geotechnical and hydrogeologic services.

This addendum should be bound with the original June 10, 2003 and it subject to the limitations described in that report.

We appreciate the opportunity to provide this service. Please call if you have any questions.

Respectfully Submitted BUDINGER & ASSOCIATES, INC.

John E. Finnegan, PE Geotechnical Engineer

JEF/gc Addressee - 1 Thomas, Dean, & Hoskins, Dave Wall, PE - 2 Geo Engineers, Jim Harakas, PE - 1 TOWN ARD FINANCIAL TOWN AS A MINISTRA OF THE PROPERTY OF THE P

EXPIRES:

