



WA LITIGATION GUARANTEE

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

Guarantee No.: G-6328-000021218

Liability: \$ 365,940.00

Fee: \$ 1,160.00

Order No.: 24-35555-VTE

Dated: August 13, 2024

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



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.
3. **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.**

WA Litigation Guarantee

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: 24-35555-VTE

Date of Guarantee: August 13, 2024

Amount of Liability: \$365,940.00

Total: \$1264.4

Guarantee No.: 000021218

Premium: \$1,160.00

Sales Tax: \$104.40

1. 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:
John P. Gintz and Victoria L. Gintz, husband and wife, who acquired title by deed recorded February 25, 2016 under recording number 6476677.
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: 24-35555-VTE

Guarantee No.: 000021218

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.
11. Please be advised that our search did not disclose any open deeds of trust of record. If you should have knowledge of any outstanding obligation, please contact the title department immediately for further review prior to closing.
12. Easement and the terms and conditions thereof:
Grantee: Pacific Northwest Bell Telephone Company, a Washington Corporation
Purpose: Underground Communication Lines
Recorded: March, 23, 1977
Recording No.: 7703230235 in the [official records](#)
13. Terms and conditions of survey recorded March 9, 1995 under Recording Number 9503090359 in the [official records](#).
14. Easement and the terms and conditions thereof:
Grantee: Inland Power & Light Co.
Purpose: Electric transmission and distribution facilities
Recorded: August 31, 1995
Recording No.: 9508310475 in the [official records](#)
15. Easement and Water Well Agreement and the terms and conditions thereof:
By and Between: Grandview Ranch, Inc., a Washington corporation and APG Limited Partnership, a Texas limited

WA Litigation Guarantee

partnership

Recorded: October 4, 1995

Recording No.: 9510040300 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: December 12, 1995

Recording No.: 9512120241 in the [official records](#)

Amendment and/or modification by instrument:

Recorded: August 7, 2000

Recording No.: 4505091 in the [official records](#)

Amendment and/or modification by instrument:

Recorded: June 20, 2007

Recording No.: 5551936 in the [official records](#)

Amendment and/or modification by instrument:

Recorded: May 22, 2024

Recording No.: 7350531 in the [official records](#)

17. Terms and conditions of survey recorded August 9, 1997 under Recording Number 4024007 in the [official records](#) .
18. NOTE: Title to the mobile home located on the land has been eliminated by instrument recorded under Spokane County Recording No. 4566295 in the [official records](#) .
19. Terms and conditions of survey recorded July 9, 2020 under Recording Number 6940360 in the [official records](#) .
20. Pending action in Spokane County:
Superior Court Cause No.: 24-2-01532-32
Being an action for: Tax Lien Foreclosure
Plaintiff: Spokane County, a Political Subdivision of the State of Washington
Defendant: John P. Gintz and Victoria L. Gintz
Attorney for Plaintiff: Lawrence Haskell, Spokane County Prosecuting Attorney
Telephone No.: (509) 477-5764
21. A Lis Pendens of said action was recorded on June 27, 2024 under Recording No. 7357338 in the [official records](#) .

End of Special Exception

WA Litigation Guarantee

Order Number: 24-35555-VTE

Guarantee No.: 000021218

INFORMATIONAL NOTES

1. Said necessary parties (other than those having a claim or interest by reason of matters shown in Exception(s) to made defendants in said action to be brought by the plaintiff, are as follows:

NONE

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: 24-35555-VTE

Guarantee No.: 000021218

PROPERTY DESCRIPTION:

THAT PORTION OF GOVERNMENT LOT 4, SECTION 1, TOWNSHIP 28 NORTH, RANGE 43 EAST, W.M., IN SPOKANE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID SECTION 1;
THENCE FROM SAID POINT OF COMMENCEMENT S00°40'55"E ALONG THE WESTERLY LINE OF SAID SECTION 1 A
DISTANCE OF 300.01 FEET;

THENCE N89°46'26"E 663.71 FEET;

THENCE S00°40'55"E 105.00 FEET TO THE POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING S00°40'55"E 546.39 FEET;

THENCE S89°57'39"W 470.01 FEET;

THENCE N00°40'55"W 394.84 FEET;

THENCE N72°01'47"E 492.22 FEET TO THE POINT OF BEGINNING.

AND FURTHER DELINEATED AS PARCEL 2 OF SURVEY RECORDED UNDER AUDITOR'S FILE NO. 4024007.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AS DESCRIBED AS EASEMENTS "A", "B", "C", "D", "E",
"F" AND "G" IN SURVEY RECORDED IN BOOK 64 OF SURVEYS, PAGES 10 THROUGH 15.

02/25/2016 03:34:26 PM
Recording Fee \$75.00 Page 1 of 3
Warranty Deed FIRST, AMERICAN TITLE INSURANCE COMPANY
Spokane County Washington

AFTER RECORDING MAIL TO:

Gustafson Law, Inc., P.S.
1500 W. 4th Ave., Suite 408
Spokane, WA 99201
File No. 16-0123-C

STATUTORY WARRANTY DEED

2584199-NM
THE GRANTOR(S), **Alexander Guarino and Patricia Guarino, husband and wife**, for and in consideration of Ten Dollars and other valuable consideration in hand paid, convey(s) and warrant(s) to **John P. Gintz and Victoria L. Gintz, husband and wife**, the following-described real property located in Spokane County, Washington:

See attached Exhibit "A" for full Legal Description

ABBR: PTN SEC 1 TWP 28N RGE 43E NW QTR, SPOKANE COUNTY

Tax Parcel No. 38012.9051

SUBJECT TO: Items set forth on Exhibit "B" and incorporated herein by this reference

DATED this 25 day of February, 2016.

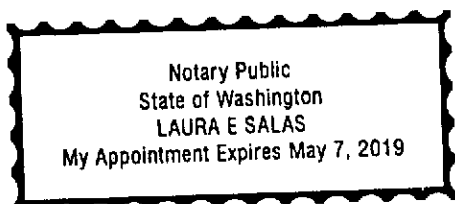
Alexander Guarino
Alexander Guarino

Patricia Guarino
Patricia Guarino

STATE OF WASHINGTON)
: ss.
County of Spokane)

On this day personally appeared before me, **Alexander Guarino and Patricia Guarino**, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/~~they~~ signed the same as his/her/~~her~~ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25 day of February, 2016.



Laura E Salas
NOTARY PUBLIC in and for the State
of Washington, residing at Spokane.
My Commission Expires: 5-7-19

EXHIBIT "A"

THAT PORTION OF GOVERNMENT LOT 4, SECTION 1, TOWNSHIP 28 NORTH, RANGE 43 EAST, W.M., IN SPOKANE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID SECTION 1;
THENCE FROM SAID POINT OF COMMENCEMENT S00°40'55"E ALONG THE WESTERLY LINE OF SAID SECTION 1 A DISTANCE OF 300.01 FEET;
THENCE N89°46'26"E 663.71 FEET;
THENCE S00°40'55"E 105.00 FEET TO THE POINT OF BEGINNING;
THENCE FROM SAID POINT OF BEGINNING S00°40'55"E 546.39 FEET;
THENCE S89°57'39"W 470.01 FEET; THENCE N00°40'55"W 394.84 FEET;
THENCE N72°01'47"E 492.22 FEET TO THE POINT OF BEGINNING.

AND FURTHER DELINEATED AS PARCEL 2 OF SURVEY RECORDED UNDER AUDITOR'S FILE NO. 4024007.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AS DESCRIBED AS EASEMENTS "A", "B", "C", "D", "E", "F" AND "G" IN SURVEY RECORDED IN BOOK 64 OF SURVEYS, PAGES 10 THROUGH 15.

EXHIBIT "A"

SUBJECT TO:

1. Future real estate taxes and penalty if not timely paid.
2. Easement, including terms and provisions contained therein:
Recorded: March 23, 1977
Recording Information: 7703230235
In Favor of: Pacific Northwest Bell Telephone Company, a Washington Corporation
For: Underground Communication Lines
3. 60 foot easement for ingress, egress, road and utilities as disclosed in Survey recorded in Book 64 of Surveys, Pages 10 through 15.
4. Easement, including terms and provisions contained therein:
Recording Information: 9508310475
In Favor of: Inland Power & Light Co.
For: Electric transmission and distribution facilities
5. Easement and Water Well Agreement and the terms and conditions thereof:
Between: Grandview Ranch, Inc.
And: APG Limited Partnership, a Texas limited partnership
Recording Information: 9510040300
6. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:
Recording Information: 9512120241
Modification and/or amendment by instrument:
Recording Information: 4505091
Modification and/or amendment by instrument:
Recording Information: 5551936
7. Provisions of the Articles of Incorporation and By-Laws of the **Grandview Estates Homeowners Association**, and any tax, fee, assessments or charges as may be levied by said association.
8. Conditions, notes, easements, provisions and/or encroachments contained and/or delineated on the face of the Survey No. 4024007, recorded in volume 71 of surveys, at page(s) 87-88, in Spokane County, Washington.

KNOW ALL MEN BY THESE PRESENTS:

REF. 29369

For good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned hereby grants a perpetual easement to Pacific Northwest Bell Telephone Company, a Washington Corporation, its successors and assigns, with the right to place, construct, operate and maintain, inspect, reconstruct, repair, replace and keep clear

Underground Communication Lines

with wires, cables, fixtures and appurtenances attached thereto, as the grantee may from time to time require, upon, across, over and/or under the following described property situated in Spokane county, state of Washington:

A strip of land ten (10) feet in width, having five (5) feet of such width on each side of the underground cable as placed, across a portion of the following described property:

Government Lots 1, 2, 3 and 4 within the North Half (N $\frac{1}{2}$) of Section 1, Township 28 North, Range 43 East, W.M.

And the North 365 feet of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 2, Township 28 North, Range 43 East, W.M. lying Easterly of Hardesty Road.

And also that portion of Dell Road Number 120-0 vacated by Resolution Number 69-592, lying within Government Lot 1, in the Northeast Quarter (NE $\frac{1}{4}$) of said Section 2.

Grantee agrees to place its underground lines at a depth and location that will not interfere with the use of the land.

Grantee agrees to restore the surface of the land to a condition existing prior to the placement of said underground lines.

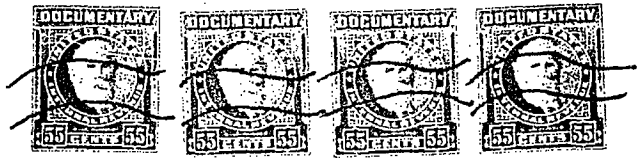
Grantor shall not be responsible for damages to said underground lines. After fifty (50) years from the date of this agreement, the terms may be renegotiated as mutually agreed between the Grantor and the Grantee, their successors and assigns.

1% Excise Tax on Real Estate

Sale, Amt. Pd \$ 20.00
Date 3/23/77, No. 152405

DON W. BROWN, Co., Treas.

By W. J. Koth



Grantee shall at all times have the right of full and free ingress to and egress from said property for all purposes herein mentioned, and to remove at any time, any or all of the

Underground Communication Lines

and/or wires, cables, fixtures and appurtenances from the said property, with the understanding that grantee shall be responsible for all damage caused to grantor by the exercise of the rights and privileges herein granted.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

In witness whereof the undersigned has executed this instrument this 16 day of FEBRUARY, 1977

FILED OR RECORDED

Willard H. Toner

Witness: REQUEST OF Pacific NW Bell
Tel Co

MAR 23 2 25 PM '77

VERNON W. OHLAND, AUDITOR
SPOKANE COUNTY, WASH.
DEPUTY [Signature]

2.00

1313 Broadway Plaza, Rm. 522, Tacoma, WA 98402

(Individual Acknowledgement)

(Corporate Acknowledgement)

STATE OF WASHINGTON

STATE OF _____

COUNTY OF SPOKANE

COUNTY OF _____

On this day personally appeared before me

On this _____ day of _____, 19____

WILLARD H. TONER AND MRS. WILLARD
H. TONER, HUSBAND AND WIFE

before me personally appeared _____

to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that THEY signed the same as THEIR free and voluntary act and deed, for the uses and purposes therein mentioned.

to me known to be the _____

Given under my hand and official seal this 16 day of FEBRUARY, 1977

of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ was/were authorized to execute said instrument.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of WASHINGTON
residing at SEATTLE

Notary Public in and for the State of _____
residing at _____

FORM APPROVED

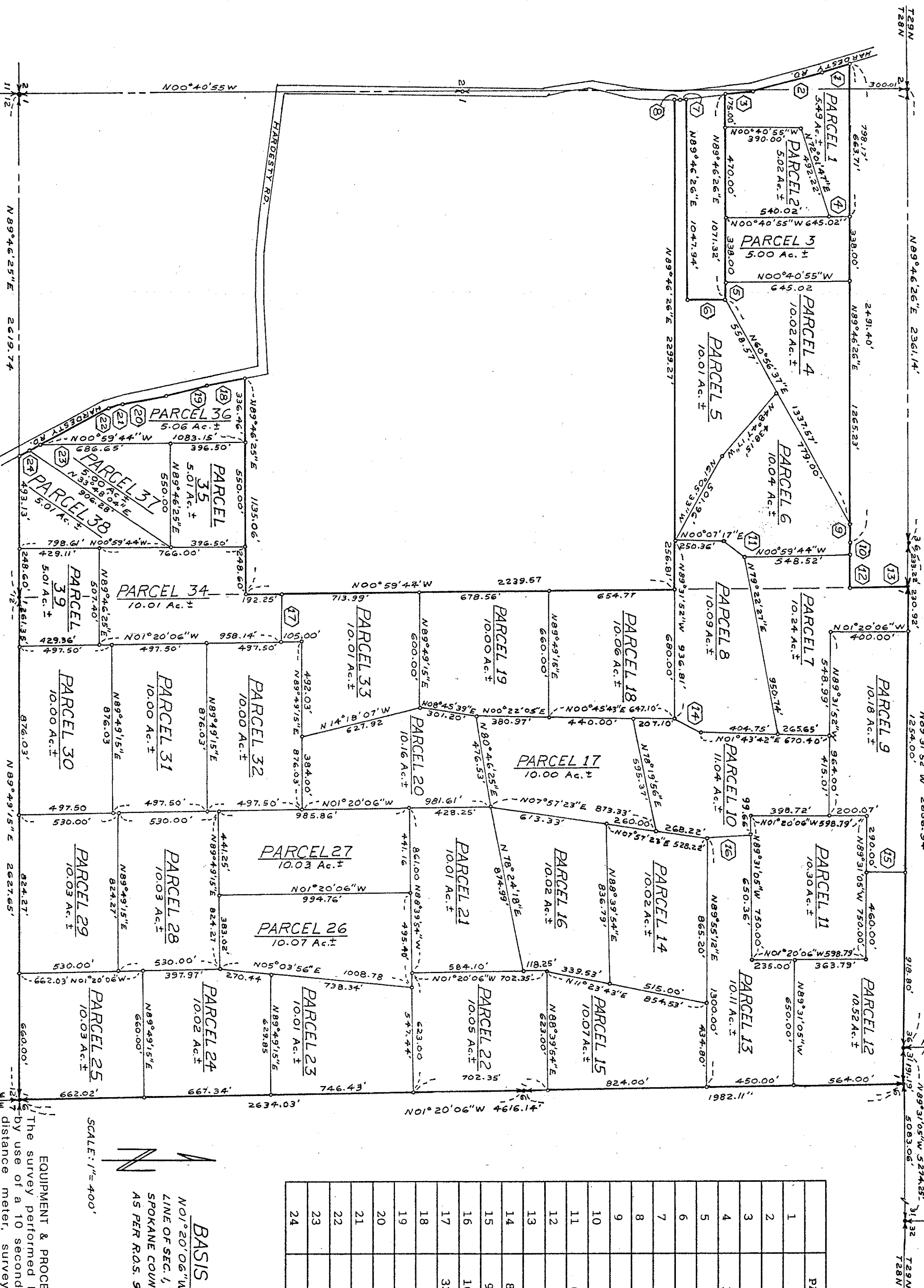
Date: 3/2/77By: [Signature]

Legal Department
Pacific Northwest Bell

RECORD OF SURVEY
PORTION OF THE NE1/4 OF SECTION 2 AND
PORTION OF SECTION 1, T28N, R43E, W.M.
SPOKANE COUNTY, WASHINGTON

RECEIVED
FILED FOR RECORD
JUL 9 3 39 PM '95
4503090357
AUDITOR'S CERTIFICATE
FILED FOR RECORD THIS 9th DAY OF
JULY 1995 AT SPOKANE, IDAHO
BOOK 10 OF 10
PAGE 10 AT THE REQUEST OF
J. PAUL RAMER & ASSOCIATES, INC.

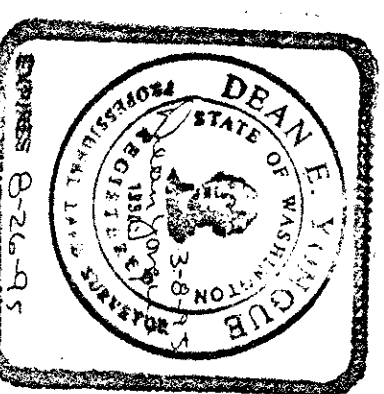
Bk 64 Pg 10
1 of 6



PARCELS	BEARING	DISTANCE
1	N18°52'14\"W	142.14'
2	N14°49'34\"W	374.47'
3	N07°20'34\"W	149.09'
4	N00°40'55\"W	105.00'
5	N89°46'26\"E	88.32'
6	N00°40'55\"W	200.01'
7	N07°20'34\"W	32.22'
8	N00°54'31\"E	33.03'
9	N89°46'26\"E	90.00'
10	N89°31'52\"W	71.06'
11	N36°32'27\"E	137.70'
12	N89°31'52\"W	168.00'
13	N00°59'44\"W	300.10'
14	N25°59'32\"E	155.10'
15	N01°20'06\"W	200.00'
16	N01°20'06\"W	227.76'
17	N89°49'15\"E	253.13'
18	N12°56'54\"W	205.03'
19	N14°42'37\"W	222.06'
20	N09°16'15\"W	232.79'
21	N19°04'20\"W	82.29'
22	N27°45'54\"W	406.20'
23	N27°45'54\"W	72.75'
24	N27°45'54\"W	53.50'

SURVEYOR'S CERTIFICATE
THIS MAP CORRECTLY REPRESENTS A SURVEY
MADE BY ME OR UNDER MY DIRECTION IN CON-
FORMANCE WITH THE REQUIREMENTS OF THE
LINE OF SEC. 1, T28N, R43E, W.M.
SPOKANE COUNTY, WASHINGTON.
AS PER R.O.S. 9501090110
IN JULY 19 94
CERTIFICATE NO. 13301

EQUIPMENT & PROCEDURES
The survey performed hereon was
by use of a 10 second theodolite,
distance meter, survey tape and
plumb bobs. The procedure was by
field traverse. Closure was within
legal limits.



NEW COR. SEC. 1	SE COR. SEC. 1	SW COR. SEC. 36	NE COR. SEC. 5	SE COR. SEC. 31
FA: 3/4\"R8 SET RPS: TACK & TAG 10\" PINE N50°E 13.89' 18\" PINE N50°E 13.87' 18\" PINE S70°E 38.92'	FA: 3/4\"R8 SET RPS: TACK & TAG 4\" PINE S35°W 34.79' 7\" PINE N05°W 74.29' 10\" PINE N80°E 66.86'	FA: DNR BRASS CAP SET RPS: TACK & TAG FENCE POST N10°E 12.50' \" N42°W 16.70' \" N50°E 26.64'	FA: 3/4\" ALUM. CAP LS 13301 SET RPS: TACK & TAG 6\" PINE N30°W 4.71' 14\" PINE S10°W 11.71' 8\" FIR S60°W 18.55' T 1/2\" FIR N20°W 13.67'	FA: 3/4\" PIPE SET RPS: TACK & TAG 14\" FIR S84°E 27.98' 14\" FIR S25°E 42.26' 16\" FIR S35°W

LEGEND
INDICATES SET 3/8\" REBAR AND CAP
MARKED \"LS 13301\" UNLESS NOTED
OTHERWISE.
INDICATES MONUMENTS FOUND AS
NOTED.
PROPERTY LINE SEE TABLE ABOVE

J. PAUL RAMER & ASSOCIATES, INC.
CIVIL ENGINEERS AND LAND SURVEYORS
N. 10115 NEWPORT HWY., SPOKANE, WASHINGTON 99208 (509) 467-5261
GRANDVIEW RANCH
P.O. BOX 18810
SPOKANE, WA 99208
Date: 3-8-95
Scale: 1\"=400'
Drawn: J.P.V.
Checked: D.E.V.
Field Book: 295465
Project No. 94299
Sht 1 of 6

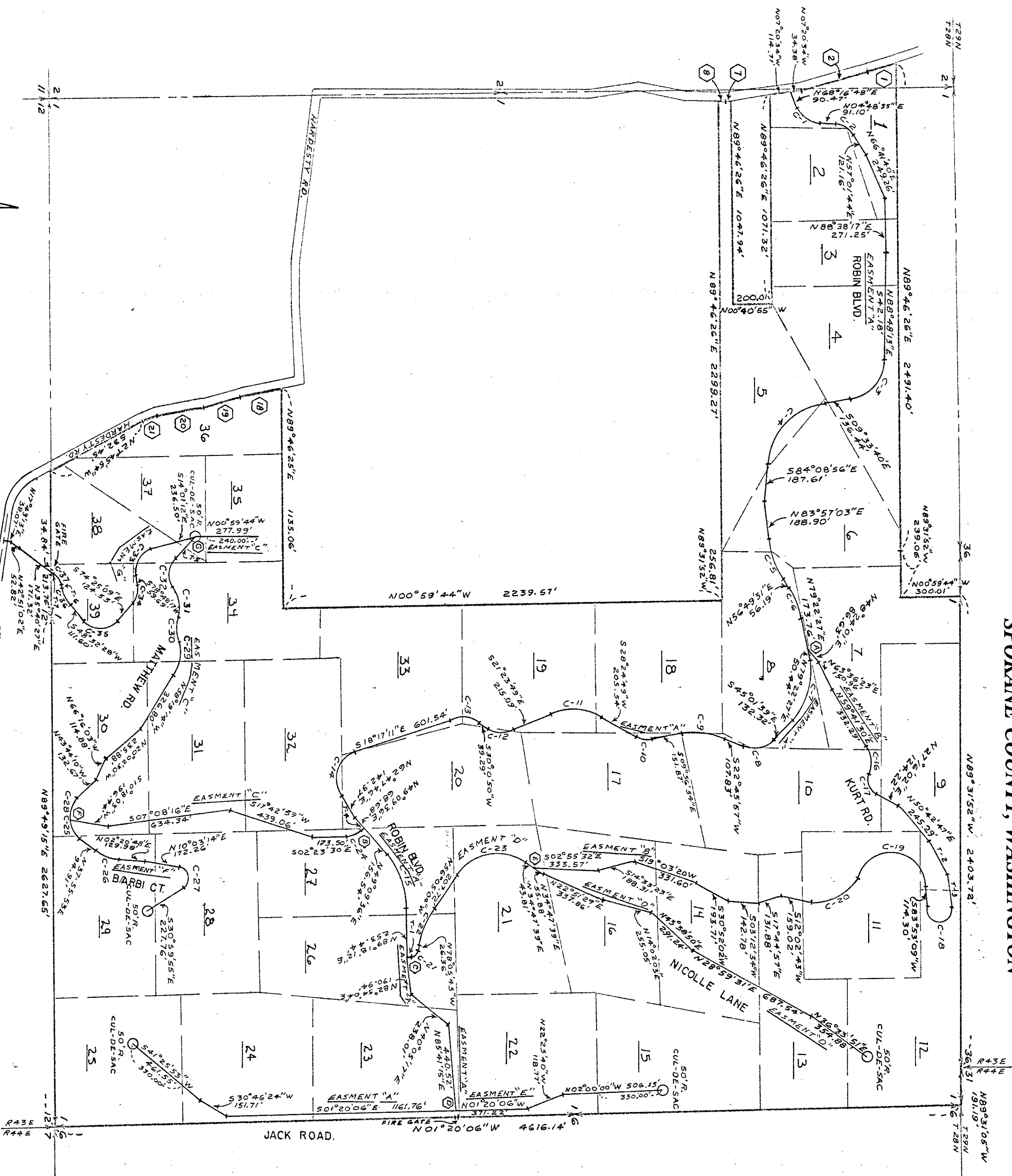
RECORD OF SURVEY

PORTION OF THE NE1/4 OF SECTION 2 AND
PORTION OF SECTION 1, T28N, R43E, W.M.
SPOKANE COUNTY, WASHINGTON

FILED OR RECORDED
REQUEST
MAR 9 3 19 PM '95
WILLIAM ANDERSON
SPOKANE COUNTY, WASH.

9503090359

64/11 206
AUDITOR'S CERTIFICATE
FILED FOR RECORD THIS 9th DAY OF
MAY 1995 AT SPOKANE, ID.
BOOK 64 OF THE REQUEST
PAGE 11 AT THE REQUEST OF
J. PAUL RAMER & ASSOCIATES, INC.



CURVE DATA

	DELTA	RADIUS	TANGENT	LENGTH
C-1	63°28'06"	130.00'	80.40'	144.01'
C-2	52°23'09"	115.00'	56.57'	105.15'
C-3	81°38'07"	200.00'	172.74'	284.96'
C-4	74°35'16"	350.00'	266.57'	455.63'
C-5	27°07'12"	490.00'	118.18'	231.93'
C-6	22°32'36"	405.00'	80.72'	159.35'
C-7	55°35'54"	350.00'	184.53'	339.63'
C-8	67°47'36"	140.00'	94.06'	165.65'
C-9	32°42'51"	400.00'	117.40'	228.39'
C-10	38°21'43"	115.00'	40.00'	77.00'
C-11	49°58'38"	300.00'	139.82'	261.68'
C-12	51°34'39"	155.00'	74.89'	139.53'
C-13	48°28'01"	185.00'	83.27'	156.49'
C-14	98°55'03"	150.00'	175.37'	258.97'
C-15	40°08'36"	460.00'	168.08'	322.29'
C-16	51°06'17"	168.82'	80.71'	150.57'
C-17	83°31'45"	80.00'	71.44'	116.63'
C-18	183°16'43"	64.47'	--	206.23'
C-19	151°25'27"	177.50'	696.97'	469.11'
C-20	79°35'06"	210.00'	174.92'	291.69'
C-21	73°38'14"	50.00'	37.43'	64.26'
C-22	22°00'41"	500.00'	97.24'	192.09'
C-23	90°52'43"	250.00'	253.86'	396.53'
C-24	38°06'54"	115.00'	39.73'	76.50'
C-25	48°35'16"	140.00'	63.19'	118.72'
C-26	35°35'05"	210.00'	67.39'	130.43'
C-27	138°56'51"	55.00'	146.90'	133.38'
C-28	49°44'41"	140.00'	64.90'	121.55'
C-29	44°40'18"	227.64'	93.53'	177.48'
C-30	23°59'14"	284.93'	60.53'	119.29'
C-31	53°14'53"	180.02'	90.24'	167.30'
C-32	77°40'51"	115.00'	92.60'	155.92'
C-33	87°10'31"	115.00'	109.47'	174.97'
C-34	53°46'34"	100.00'	50.71'	93.86'
C-35	95°57'37"	115.00'	127.63'	192.61'
C-36	25°39'16"	225.00'	51.23'	100.75'
C-37	35°28'40"	120.00'	38.39'	74.30'

TANGENT DATA

	Bearings	Distance
T-1	N04°27'31"W	16.27'
T-2	N62°11'22"E	190.45'
T-3	N80°36'26"E	157.32'
T-4	S40°50'24"E	27.22'
T-5	N44°34'20"W	156.08'
T-6	S74°11'44"W	13.84'
T-7	S38°43'04"W	14.79'

J. PAUL RAMER & ASSOCIATES, INC.

CIVIL ENGINEERS AND LAND SURVEYORS (509) 467-5261
N. 10115 NEWPORT HWY., SPOKANE, WASHINGTON 99208

GRANDVIEW RANCH

P.O. BOX 18810

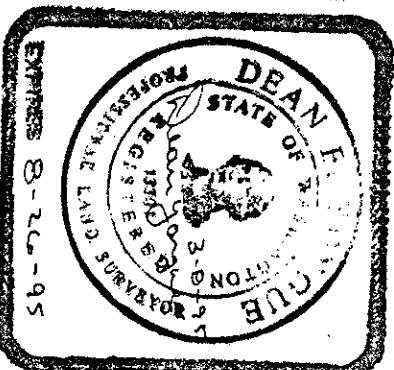
SPOKANE, WA 99208

Project No. 94299

Sht 2 of 6

Date: 7-8-95
Scale: 1"=400'
Drawn: J.P.V.
Checked: D.E.Y.
Field Book:

LEGEND
⑤ PROPERTY LINE
SEE TABLE PAGE 1
⑩ INTERSECTION
DESIGNATION



SCALE: 1"=400'

RECORD OF SURVEY
PORTION OF THE NE1/4 OF SECTION 2 AND
PORTION OF SECTION 1, T28N, R43E, W.M.
SPOKANE COUNTY, WASHINGTON

LEGAL DESCRIPTIONS

All that certain real property situated in Section 1 and the NE1/4 of Section 2, T28N, R43E, W.M., Spokane County, Washington, being more particularly described as follows:

PARCEL "1": (5.49 Ac.±)

COMMENCING at the northwesterly corner of said Section 1; thence from said point of commencement S00°40'55"E along the westerly line of the NW1/4 of said Section 1 a distance of 300.01 feet to the point of BEGINNING; thence from said point of beginning N89°46'26"E 663.71 feet; thence S00°40'55"E 105.00 feet; thence S72°01'47"W 492.22 feet; thence S00°40'55"E 390.00 feet; thence S89°46'26"W 175.00 feet; thence N07°20'34"W 149.09 feet to a point on the westerly line of the NW1/4 of said Section 1; thence N14°49'34"W 374.47 feet into the NE1/4 of said Section 2; thence N18°52'14"W 142.14 feet; thence N89°46'26"E 134.46 feet to the easterly line of the NE1/4 of said Section 2 and the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A".

PARCEL "2": (5.02 Ac.±)

COMMENCING at the northwesterly corner of said Section 1; thence from said point of commencement S00°40'55"E along the westerly line of the NW1/4 of said Section 1 a distance of 300.01 feet; thence N89°46'26"E 663.71 feet; thence S00°40'55"E 105.00 feet to the point of BEGINNING; thence from said point of beginning S00°40'55"E 540.02 feet; thence S89°46'26"W 470.00 feet; thence N00°40'55"W 390.00 feet; thence N72°01'47"E 492.22 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A".

PARCEL "3": (5.00 Ac.±)

COMMENCING at the northwesterly corner of said Section 1; thence from said point of commencement S00°40'55"E along the westerly line of the NW1/4 of said Section 1 a distance of 300.01 feet; thence N89°46'26"E 663.71 feet to the point of BEGINNING; thence from said point of beginning N89°46'26"E 338.00 feet; thence S00°40'55"E 645.02 feet; thence S89°46'26"W 338.00 feet; thence N00°40'55"W 645.02 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A".

PARCEL "4": (10.02 Ac.±)

COMMENCING at the northwesterly corner of said Section 1; thence from said point of commencement S00°40'55"E along the westerly line of the NW1/4 of said Section 1 a distance of 300.01 feet; thence N89°46'26"E 1001.71 feet to the point of BEGINNING; thence from said point of beginning N89°46'26"E 1265.23 feet; thence S60°56'37"W 1337.57 feet; thence S89°46'26"W 88.32 feet; thence N00°40'55"W 645.02 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A".

PARCEL "5": (10.01 Ac.±)

COMMENCING at the northwesterly corner of said Section 1; thence from said point of commencement S00°40'55"E along the westerly line of the NW1/4 of said Section 1 a distance of 300.01 feet; thence N89°46'26"E 1001.71 feet; thence S00°40'55"E 645.02 feet; thence N89°46'26"E 88.32 feet to the point of BEGINNING; thence from said point of beginning N60°56'37"E 558.57 feet; thence S48°47'17"E 438.15 feet; thence S61°05'33"E 501.96 feet; thence S89°46'26"W 2299.27 feet; thence N00°54'31"E 33.03 feet; thence N07°20'34"W 32.22 feet; thence N89°46'26"E 1047.94 feet; thence N00°40'55"W 200.01 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A".

PARCEL "6": (10.04 Ac.±)

COMMENCING at the northwesterly corner of said Section 1; thence from said point of commencement S00°40'55"E along the westerly line of the NW1/4 of said Section 1 a distance of 300.01 feet; thence N89°46'26"E 2266.94 feet to the point of BEGINNING; thence from said point of beginning N89°46'26"E 90.00 feet; thence S89°31'52"E 71.06 feet; thence S00°59'44"E 548.52 feet; thence S36°32'27"W 137.70 feet; thence S00°07'17"W 250.36 feet; thence N61°05'33"E 501.96 feet; thence N48°47'17"W 438.15 feet; thence N60°56'37"E 779.00 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A".

PARCEL "7": (10.24 Ac.±)

BEGINNING at the N1/4 corner of said Section 1; thence from said point of beginning S89°31'52"E along the northerly line of the NE1/4 of said Section 1 a distance of 230.92 feet; thence S01°20'06"E 400.00 feet; thence S89°31'52"E 548.89 feet; thence S01°43'42"W 265.65 feet; thence S79°22'27"W 950.74 feet; thence N00°59'44"W 548.52 feet; thence S89°31'52"E 168.00 feet; thence N00°59'44"W 300.10 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A" and "B".

PARCEL "8": (10.09 Ac.±)

COMMENCING at the N1/4 corner of said Section 1; thence from said point of commencement S89°31'52"E along the northerly line of the NE1/4 of said Section 1 a distance of 230.92 feet; thence S01°20'06"E 400.00 feet; thence S89°31'52"E 548.89 feet; thence S01°43'42"W 265.65 feet to the point of BEGINNING; thence from said point of beginning S01°43'42"W 404.75 feet; thence S25°59'32"W 155.10 feet; thence N89°31'52"W 680.00 feet; thence N89°31'52"W 256.81 feet; thence N00°07'17"E 250.36 feet; thence N36°32'27"E 137.70 feet; thence N79°22'27"E 950.74 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A".

PARCEL "9": (10.18 Ac.±)

COMMENCING at the N1/4 corner of said Section 1; thence from said point of commencement S89°31'52"E along the northerly line of the NE1/4 of said Section 1 a distance of 230.92 feet to the point of BEGINNING; thence from said point of beginning continuing along said northerly line N89°31'52"E 1254.00 feet; thence S01°20'06"E 200.00 feet; thence N89°31'05"W 290.00 feet; thence S01°20'06"E 200.07 feet; thence N89°31'52"W 963.99 feet; thence N01°20'06"W 400.00 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "B".

PARCEL "10": (11.04 Ac.±)

COMMENCING at the N1/4 corner of said Section 1; thence from said point of commencement S89°31'52"E along the northerly line of the NE1/4 of said Section 1 a distance of 230.92 feet; thence S01°20'06"E 400.00 feet; thence S89°31'52"E 548.99 feet to the point of BEGINNING; thence from said point of beginning S89°31'52"E 415.01 feet; thence S01°20'06"E 398.72 feet; thence S89°31'05"E 99.66 feet; thence S01°20'06"E 227.76 feet; thence S07°57'23"W 268.22 feet; thence S78°19'56"W 595.37 feet; thence N00°45'43"E 207.10 feet; thence N25°59'32"E 155.10 feet; thence N01°43'42"E 670.40 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easements "A" and "B".

PARCEL "11": (10.30 Ac.±)

COMMENCING at the northeasterly corner of said Section 1; thence from said point of commencement S01°20'06"E 564.00 feet along the easterly line of the NE1/4 of said Section 1 a distance of 564.00 feet; thence N89°31'05"W 650.00 feet to the point of BEGINNING; thence from said point of beginning S01°20'06"E 235.00 feet; thence N89°31'05"W 750.00 feet; thence N01°20'06"W 598.72 feet; thence S89°31'05"E 750.00 feet; thence S01°20'06"E 363.79 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "B".

PARCEL "12": (10.52 Ac.±)

BEGINNING at the northeasterly corner of said Section 1; thence from said point of beginning S01°20'06"E along the easterly line of the NE1/4 of said Section 1 a distance of 564.00 feet; thence N89°31'05"W 650.00 feet; thence N01°20'06"W 363.79 feet; thence N89°31'05"W 460.00 feet; thence N01°20'06"W 200.00 feet to a point on the northerly line of the NE1/4 of said Section 1; thence along said line S89°31'52"E 1109.99 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "B" and APPURTENANCE THERETO Easement "D".

PARCEL "13": (10.11 Ac.±)

COMMENCING at the northeasterly corner of said Section 1; thence from said point of commencement S01°20'06"E 564.00 feet along the easterly line of the NE1/4 of said Section 1 to the point of BEGINNING; thence from said point of beginning continuing S01°20'06"E 450.00 feet; thence S89°55'12"W 1300.00 feet; thence N01°20'06"W 227.76 feet; thence S89°31'05"E 650.34 feet; thence N01°20'06"E 235.00 feet; thence S89°31'05"E 650.00 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "D".

PARCEL "14": (10.02 Ac.±)

COMMENCING at the northeasterly corner of said Section 1; thence from said point of commencement S01°20'06"E along the easterly line of the NE1/4 of said Section 1 a distance of 1014.00 feet; thence S89°55'12"W 434.80 feet to the point of BEGINNING; thence from said point of beginning S11°23'43"E 515.00 feet; thence S88°39'54"W 836.79 feet; thence N07°57'23"E 528.22 feet; thence N89°55'12"E 865.20 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easements "B" and "D".

PARCEL "15": (10.07 Ac.±)

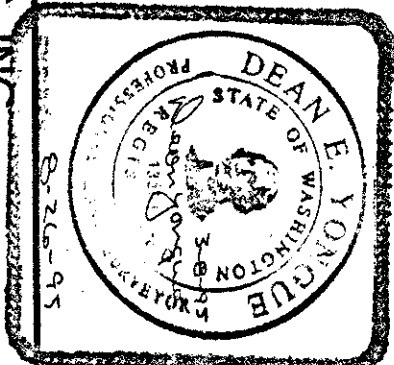
COMMENCING at the northeasterly corner of said Section 1; thence from said point of commencement S01°20'06"E along the easterly line of the NE1/4 of said Section 1 a distance of 1014.00 feet to the point of BEGINNING; thence continuing along said easterly line S01°20'06"E 824.00 feet; thence S88°39'54"W 623.00 feet; thence N11°23'43"E 854.53 feet; thence N89°55'12"E 434.80 feet to the point of beginning.

APPURTENANCE THERETO Easement "E".

PARCEL "16": (10.02 Ac.±)

COMMENCING at the northeasterly corner of said Section 1; thence from said point of commencement S01°20'06"E along the easterly line of the NE1/4 of said Section 1, a distance of 1838.00 feet; thence S88°39'54"W 623.00 feet to the point of BEGINNING; thence from said point of beginning S01°20'06"E 118.25 feet; thence S78°24'18"W 874.99 feet; thence N07°57'23"E 613.33 feet; thence N88°39'54"E 836.79 feet; thence S11°23'43"W 339.53 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easements "B" and "D".



J. PAUL RAMER & ASSOCIATES, INC.

CIVIL ENGINEERS AND LAND SURVEYORS
N 10115 NEWPORT HWY., SPOKANE, WASHINGTON 99208 (509) 467-5241

GRANDVIEW RANCH

P.O. BOX 18810

SPOKANE, WA 99208

Project No. 94299

Sht 3 of 6

FILED FOR RECORD THIS DAY OF
MARCH 1995 AT SPOKANE
BOOK 12 OF THE REQUEST
PAGE 12 AT THE REQUEST OF
J. PAUL RAMER & ASSOCIATES, INC.
64/12 3066

REQUESTED
MARCH 9 3 19 PM '95
9503090359
WILLIAM
ADDRESS
SPOKANE COUNTY, WASH.

FILED FOR RECORD
MARCH 9 1995

2954965

64/12

RECORD OF SURVEY
PORTION OF THE NE1/4 OF SECTION 2 AND
PORTION OF SECTION 1, T28N, R43E, W.M.
SPOKANE COUNTY, WASHINGTON

RECEIVED
FILED OR RECORDED
REQUEST OF
MAR 9 3 19 PM '95
9503090359
WILLIAM A. RAMER, INC.
SPOKANE COUNTY, WASH.
AUDITOR'S CERTIFICATE
FILED FOR RECORD THIS 9th DAY OF
MARCH 1995 AT 3:19 P.M.
BOOK 64 OF Survey
PAGE 13 AT THE REQUEST OF
J. PAUL RAMER & ASSOCIATES, INC.
4006

LEGAL DESCRIPTIONS (CONT.)

PARCEL "17": (10.00 Ac.±)

COMMENCING at the N1/4 corner of said Section 1; thence from said point of commencement S00°59'44"E along the westerly line of the NE1/4 of said Section 1 a distance of 1210.40 feet; thence S89°31'52"E 680.00 feet; thence S00°45'43"W 207.10 feet to the point of BEGINNING; thence from said point of beginning N78°19'56"E 595.37 feet; thence S07°57'23"W 873.33 feet; thence S80°46'25"W 476.53 feet; thence N00°22'05"E 380.97 feet; thence N00°45'43"E 440.00 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A".

PARCEL "18": (10.06 Ac.±)

COMMENCING at the N1/4 corner of said Section 1; thence from said point of commencement S00°59'44"E along the westerly line of the NE1/4 of said Section 1 a distance of 1210.40 feet to the point of BEGINNING; thence from said point of beginning S89°31'52"E 680.00 feet; thence S00°45'43"W 647.10 feet; thence S89°49'15"W 660.00 feet to the westerly line of the NE1/4 of said Section 1; thence along said line N00°59'44"W 654.77 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A".

PARCEL "19": (10.00 Ac.±)

COMMENCING at the N1/4 corner of said Section 1; thence from said point of commencement S00°59'44"E along the westerly line of the NE1/4 of said Section 1 a distance of 1865.17 feet to the point of BEGINNING; thence from said point of beginning N89°49'15"E 660.00 feet; thence S00°22'05"W 380.97 feet; thence S08°45'39"W 301.20 feet; thence S89°49'15"W 600.00 feet to the westerly line of the E1/2 of said Section 1; thence along said line N00°59'44"W 678.56 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A".

PARCEL "20": (10.16 Ac.±)

COMMENCING at the S1/4 corner of said Section 1; thence from said point of commencement N00°59'44"W along the westerly line of the SE1/4 of said Section 1 a distance of 2101.35 feet; thence N89°49'15"E 600.00 feet to the point of BEGINNING; thence from said point of beginning N08°45'39"E 301.20 feet; thence N80°46'25"E 476.53 feet; thence S01°20'06"E 981.61 feet; thence S89°49'18"W 384.00 feet; thence N14°18'07"W 627.92 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A".

PARCEL "21": (10.01 Ac.±)

COMMENCING at the southeasterly corner of said Section 1; thence from said point of commencement N01°20'06"W along the easterly line of said Section 1, a distance of 2075.79 feet; thence N88°39'54"W 623.00 feet to the point of BEGINNING; thence from said point of beginning N88°39'54"W 861.00 feet; thence N01°20'06"W 428.25 feet; thence N78°24'18"E 874.99 feet; thence S01°20'06"E 584.10 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easements "B" and "D".

PARCEL "22": (10.05 Ac.±)

COMMENCING at the southeasterly corner of said Section 1; thence from said point of commencement N01°20'06"W along the easterly line of said Section 1, a distance of 1745.79 feet to the point of BEGINNING; thence from said point of beginning N88°39'54"W 623.00 feet; thence N01°20'06"W 702.35 feet; thence N88°39'54"E 623.00 feet to the easterly line of said Section 1; thence S01°20'06"E along said easterly line a distance of 702.35 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "E".

PARCEL "23": (10.01 Ac.±)

COMMENCING at the southeasterly corner of said Section 1; thence from said point of commencement N01°20'06"W along the easterly line of said Section 1, a distance of 1329.36 feet to the point of BEGINNING; thence from said point of beginning S89°49'15"W 629.85 feet; thence N05°03'56"E 738.34 feet; thence S88°39'54"E 547.44 feet to the easterly line of Section 1; thence S01°20'06"E 746.43 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A".

PARCEL "24": (10.02 Ac.±)

COMMENCING at the southeasterly corner of said Section 1; thence from said point of commencement N01°20'06"W along the easterly line of said Section 1 a distance of 662.02 feet to the point of BEGINNING; thence from said point of beginning S89°49'15"W 660.00 feet; thence N01°20'06"W 397.97 feet; thence N05°03'56"E 270.44 feet; thence N89°49'15"E 629.85 feet to the easterly line of said Section 1; thence S01°20'06"E 667.34 feet along said line to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A".

PARCEL "25": (10.03 Ac.±)

BEGINNING at the southeasterly corner of said Section 1; thence from said point of beginning S89°49'15"W along the southerly line of the SE 1/4 of said Section 1 a distance of 660.00 feet; thence N01°20'06"W 662.03 feet; thence N89°49'15"E 660.00 feet to a point on the easterly line of the SE1/4 of said Section 1; thence S01°20'06"E 662.02 feet along said line to the point of beginning.

APPURTENANCE THERETO Easement "A".

PARCEL "26": (10.07 Ac.±)

COMMENCING at the southeasterly corner of said Section 1; thence from said point of commencement N01°20'06"W along the easterly section line of said Section 1 a distance of 1329.36 feet; thence S89°49'15"W 629.85 feet to the point of BEGINNING; thence from said point of beginning S05°03'56"W 270.44 feet; thence S89°49'15"W 383.02 feet; thence N01°20'06"W 994.76 feet; thence S88°39'54"E 495.40 feet; thence S05°03'56"W 738.34 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easements "A" and "B".

PARCEL "27": (10.03 Ac.±)

COMMENCING at the southeasterly corner of said Section 1; thence from said point of commencement N01°20'06"W along the easterly section line of said Section 1 a distance of 2075.79 feet; thence N88°39'54"W 1042.84 feet to the point of BEGINNING; thence from said point of beginning S01°20'06"E 994.76 feet; thence S89°49'15"W 441.25 feet; thence N01°20'06"W 985.86 feet; thence S88°39'54"E 441.16 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easements "A" and "B".

PARCEL "28": (10.03 Ac.±)

COMMENCING at the southeasterly corner of said Section 1; thence from said point of commencement S89°49'15"W 660.00 feet along the southerly line of said Section 1; thence N01°20'06"W 530.00 feet to the point of BEGINNING; thence from said point of beginning S89°49'15"W 824.27 feet; thence N01°20'06"W 530.00 feet; thence N89°49'15"E 824.27 feet; thence S01°20'06"E 530.00 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "F".

PARCEL "29": (10.03 Ac.±)

COMMENCING at the southeasterly corner of said Section 1; thence from said point of commencement S89°49'15"W 660.00 feet along the southerly line of the SE1/4 of said Section 1 to the point of BEGINNING; thence from said point of beginning continuing along said southerly line S89°49'15"W 824.27 feet; thence leaving said line N01°20'06"W 530.00 feet; thence N89°49'15"E 824.27 feet; thence S01°20'06"E 530.00 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "F".

PARCEL "30": (10.00 Ac.±)

COMMENCING at the southeasterly corner of said Section 1; thence from said point of commencement S89°49'15"W 1484.27 feet along the southerly line of the SE1/4 of said Section 1 to the point of BEGINNING; thence from said point of beginning continuing along said southerly line S89°49'15"W 876.03 feet; thence leaving said line N01°20'06"W 497.50 feet; thence N89°49'15"E 876.03 feet; thence S01°20'06"E 497.50 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easements "C" and "F".

PARCEL "31": (10.00 Ac.±)

COMMENCING at the southeasterly corner of said Section 1; thence from said point of commencement S89°49'15"W along the southerly line of the SE1/4 of said Section 1 a distance of 1484.27 feet; thence N01°20'06"W 497.50 feet to the point of BEGINNING; thence from said point of beginning S89°49'15"W 876.03 feet; thence N01°20'06"W 497.50 feet; thence N89°49'15"E 876.03 feet; thence S01°20'06"E 497.50 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "C".

PARCEL "32": (10.00 Ac.±)

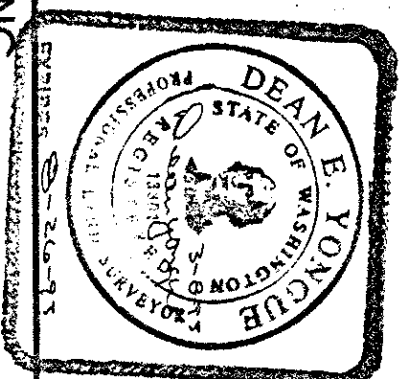
COMMENCING at the southeasterly corner of said Section 1; thence from said point of commencement S89°49'15"W along the southerly line of the SE1/4 of said Section 1 a distance of 1484.27 feet; thence N01°20'06"W 995.00 feet to the point of BEGINNING; thence from said point of beginning S89°49'15"W 876.03 feet; thence N01°20'06"W 497.50 feet; thence N89°49'15"E 876.03 feet; thence S01°20'06"E 497.50 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A" and "C".

PARCEL "33": (10.01 Ac.±)

COMMENCING at the S1/4 corner of said Section 1; thence from said point of commencement N00°59'44"W 1387.36 feet along the westerly line of the SE1/4 of said Section 1 to the point of BEGINNING; thence from said point of beginning continuing along said westerly line N00°59'44"W 713.99 feet; thence leaving said line N89°49'15"E 600.00 feet; thence S14°18'07"W 627.92 feet; thence S89°49'15"W 492.03 feet; thence S01°20'06"W 105.00 feet; thence S89°49'15"W 253.13 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A".



J. PAUL RAMER & ASSOCIATES, INC. CIVIL ENGINEERS AND LAND SURVEYORS N. 10115 NEWPORT HWY., SPOKANE, WASHINGTON 99208 (509) 467-5261		Project No. 94299	
Date: <u>MARCH 08, 1995</u>	Scale: <u>N/A</u>	GRANDVIEW RANCH P.O. Box 18810	
Drawn: <u>_____</u>	Checked: <u>DEY</u>	SPOKANE, WA 99208	
Field Book: <u>_____</u>	Sht <u>4</u> of <u>6</u>		

LEGAL DESCRIPTIONS (CONT.)

PARCEL "34": (10.01 Ac.±)

COMMENCING at the S1/4 corner of said Section 1; thence from said point of commencement S89°46'25"W along the southerly line of the SW1/4 of said Section 1 a distance of 248.60 feet; thence N00°59'44"W 429.11 feet to the point of BEGINNING; thence from said point of beginning N00°59'44"W 766.00 feet; thence N89°46'25"E 248.60 feet; thence N00°59'44"W 192.25 feet; thence N89°49'15"E 253.13 feet; thence S01°20'06"E 958.14 feet; thence S89°46'25"W 507.40 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "C" and "G".

PARCEL "35": (5.01 Ac.±)

COMMENCING at the S1/4 corner of said Section 1; thence from said point of commencement S89°46'25"W 248.60 feet along the southerly line of the SW1/4 of said Section 1; thence N00°59'44"W 798.61 feet to the point of BEGINNING; thence from said point of beginning S89°46'25"W 550.00 feet; thence N00°59'44"W 396.50 feet; thence N89°46'25"E 550.00 feet; thence S00°59'44"E 396.50 feet to the point of beginning.

APPURTENANCE THERETO Easement "C".

PARCEL "36": (5.06 Ac.±)

COMMENCING at the S1/4 corner of said Section 1; thence from said point of commencement S89°46'25"W along the southerly line of the SW1/4 of said Section 1 a distance of 741.73 feet to a point on the easterly right-of-way line of Hardesty Road; thence northerly along said line N27°45'54"W 126.25 feet to the point of BEGINNING; thence from said point of beginning continuing along said easterly right-of-way line N27°45'54"W 406.20 feet; thence N19°04'20"W 82.29 feet; thence N09°16'15"W 232.79 feet; thence N14°42'37"W 222.06 feet; thence N12°56'54"W 205.03 feet; thence leaving said right-of-way line N89°46'25"E 336.46 feet; thence S00°59'44"E 1083.15 feet to the point of beginning.

SUBJECT TO the Easement of HARDESTY ROAD.

PARCEL "37": (5.00 Ac.±)

COMMENCING at the S1/4 corner of said Section 1; thence from said point of commencement S89°46'25"W 741.73 feet along the southerly line of the SW1/4 of said Section 1 to a point on the easterly right-of-way line of HARDESTY ROAD; thence northerly along said line N27°45'54"W 53.50 feet to the point of BEGINNING; thence from said point of beginning continuing along said right-of-way line N27°45'54"W 72.75 feet; thence leaving said right-of-way line N00°59'44"W 686.65 feet; thence N89°46'25"E 550.00 feet; thence S33°48'04"W 906.28 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easements "C" and "G".

PARCEL "38": (5.01 Ac.±)

COMMENCING at the S1/4 corner of said Section 1; thence from said point of commencement S89°46'25"W along the southerly line of the SW1/4 of said Section 1 a distance of 248.60 feet to the point of BEGINNING; thence from said point of beginning continuing along said southerly line S89°46'25"W 493.13 feet to a point on the easterly right-of-way line of HARDESTY ROAD; thence along said right-of-way line N27°45'54"W 53.50 feet; thence leaving said right-of-way line N33°48'04"E 906.28 feet; thence S00°59'44"E 798.61 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easements "C" and "G".

PARCEL "39": (5.01 Ac.±)

BEGINNING at the S1/4 corner of said Section 1; thence from said point of beginning S89°46'25"W along the southerly line of the SW1/4 of said Section 1 a distance of 248.60 feet; thence N00°59'44"W 429.11 feet; thence N89°46'25"E 507.40 feet; thence S01°20'06"E 429.36 feet to a point on the southerly line of the SE1/4 of said Section 1; thence along said line S89°49'15"W 261.35 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "G".

RECORD OF SURVEY
PORTION OF THE NE1/4 OF SECTION 2 AND
PORTION OF SECTION 1, T28N, R43E, W.M. SPOKANE COUNTY, WASHINGTON

EASEMENT DESCRIPTION

EASEMENT "A":

An easement 60.00 feet in width for ingress, egress, road, and utility purposes over, under, and across that certain strip of land situated in Section 1, T28N, R43E, W.M. Spokane County, Washington, the center line of which is particularly described as follows:

COMMENCING at the northwesterly corner of said Section 1; thence from said point of commencement S00°40'55"E along the westerly line of the NW1/4 of said Section 1 a distance of 791.48 feet to a point on the easterly right-of-way line of HARDESTY ROAD; thence along said right-of-way S14°49'34"E 5.79 feet; thence continuing S07°20'34"E 43.83 feet to the point of BEGINNING; thence from said point of beginning leaving said easterly right-of-way of HARDESTY ROAD N68°16'41"E 90.47 feet; thence along a tangent curve to the left having a radius of 130.00 feet through a central angle of 63°28'06" and an arc length of 144.01 feet; thence tangent to the preceding curve N04°48'35"E 91.10 feet; thence along a tangent curve to the right having a radius of 115.00 feet through a central angle 52°23'09" and an arc length of 105.15 feet; thence tangent to the preceding curve N57°01'44"E 121.16 feet; thence N66°41'40"E 249.26 feet; thence N88°38'17"E 271.25 feet; thence N88°48'13"E 542.18 feet; thence along a tangent curve to the right having a radius of 200.00 feet through a central angle of 81°38'07" and an arc length of 284.96 feet; thence tangent to the preceding curve S09°33'40"E 136.44 feet; thence along a tangent curve to the left having a radius of 350.00 feet through a central angle of 74°35'16" and an arc length of 455.63 feet; thence tangent to the preceding curve S84°08'56"E 187.61 feet; thence N83°57'03"E 188.90 feet; thence along a tangent curve to the left having a radius of 490.00 feet through a central angle of 27°07'12" and an arc length of 231.93 feet; thence tangent to the preceding curve N56°49'51"E 56.19 feet; thence along a tangent curve to the right having a radius of 405.00 feet through a central angle of 22°32'36" and an arc length of 159.35 feet; thence tangent to the preceding curve N79°22'27"E 173.76 feet to a point hereafter referred to as point "A"; thence continuing N79°22'27"E 50.44 feet; thence along a tangent curve to the right having a radius of 350.00 feet through a central angle of 55°35'54" and an arc length of 339.63 feet; thence tangent to the preceding curve S45°01'39"E 132.32 feet; thence along a tangent curve to the right having a radius of 140.00 feet through a central angle of 67°47'36" and an arc length of 165.65 feet; thence tangent to the preceding curve S22°45'57"W 107.83 feet; thence along a tangent curve to the left having a radius of 400.00 feet through a central angle of 32°42'51" and an arc length of 228.39 feet; thence tangent to the preceding curve S09°56'54"E 151.87 feet; thence along a tangent curve to the right having a radius of 115.00 feet through a central angle of 38°21'43" and an arc length of 77.00 feet; thence tangent to the preceding curve S28°24'49"W 205.54 feet; thence along a tangent curve to the left having a radius of 300.00 feet through a central angle of 49°58'38" and an arc length of 261.68 feet; thence S21°23'49"E 215.09 feet; thence along a tangent curve to the right having a radius of 155.00 feet through a central angle of 51°34'39" and an arc length of 139.53 feet; thence tangent to the preceding curve S30°10'50"W 39.29 feet; thence along a tangent curve to the left having a radius of 185.00 feet through a central angle of 48°28'01" and an arc length of 156.49 feet; thence tangent to the preceding curve S18°17'11"E 601.54 feet; thence along a tangent curve to the left having a radius of 150.00 feet through a central angle of 98°55'03" and an arc distance of 258.97 feet; thence tangent to the preceding curve N62°47'46"E 142.97 feet; thence N49°09'36"E 68.68 feet to a point hereafter referred to as "B"; thence continuing N49°09'36"E 156.54 feet; thence along a tangent curve to the right having a radius of 460.00 feet through a central angle of 40°08'36" and an arc length of 322.29 feet; thence N89°18'12"E 253.44 feet to a point hereafter referred to as "C"; thence N82°54'04"E 190.94 feet; thence N40°05'17"E 238.01 feet; thence N85°41'15"E 440.52 feet to a point hereafter referred to as "D"; thence S01°20'06"E 1161.76 feet; thence S30°46'24"W 151.71 feet; thence S41°25'53"W 461.55 feet to the center of a cul-de-sac with a 50.00 foot radius and the terminus of the herein described center line.

EASEMENT "B":

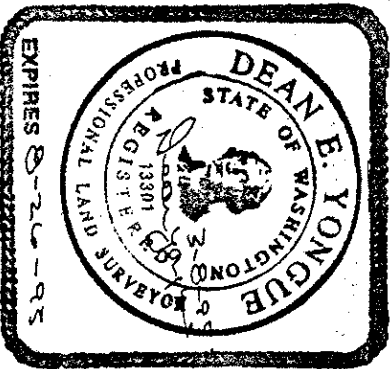
An easement 60.00 feet in width for ingress, egress, road, and utility purposes over, under, and across that certain strip of land situated in Section 1, T28N, R43E, W.M. Spokane County, Washington, the center line of which is particularly described as follows:

BEGINNING at Point "A" as defined in the description of Easement "A"; thence from said point of beginning N48°24'01"E 86.63 feet; thence N63°36'23"E 150.96 feet; N59°41'30"E 332.29 feet; thence along a tangent curve to the right having a radius of 168.82 feet through a central angle 51°06'17" and an arc distance of 150.57 feet; thence continuing northeasterly along a reverse curve to the left, the center of which bears N20°47'47"E 80.00 feet through a central angle of 83°31'45" and an arc length of 116.63 feet; thence tangent to the preceding curve N27°16'02"E 124.22 feet; thence N50°42'47"E 245.29 feet; thence N62°11'22"E 190.45 feet; thence N80°36'26"E 157.32 feet; thence along a tangent curve to the right having a radius of 64.47 feet through a central angle of 183°16'43" and an arc length of 206.23 feet; thence S83°53'09"W 114.30 feet; thence along a tangent curve to the left having a radius of 177.50 feet through a central angle of 151°25'27" and an arc length of 469.11 feet; thence continuing a reverse curve to the right the center of which bears S22°27'42"W 210.00 feet through a central angle of 79°35'06" and an arc distance of 291.69 feet; thence tangent to the preceding curve S12°02'43"W 159.02 feet; thence S17°44'57"E 131.88 feet; thence S03°12'34"W 142.78 feet; thence S30°52'02"W 193.71 feet; thence S19°03'20"W 331.60 feet; thence S14°33'23"E 188.31 feet; thence S02°55'32"E 333.57 feet to point "E" as defined in the description of Easement "D" and the terminus of the herein described center line. The outer boundaries of the herein described easement are hereby forelengthened or foreshortened to intersect said centerline of Easement "D".

EASEMENT "C":

An easement 50.00 feet in width for ingress, egress, road, and utility purposes over, under, and across that certain strip of land situated in Section 1, T28N, R43E, W.M. Spokane County, Washington, the center line of which is particularly described as follows:

BEGINNING at point "B" as defined in the description of Easement "A"; thence from said point of beginning S40°50'24"E 27.22 feet; thence along a tangent curve to the right having a radius of 115.00 feet through a central angle of 38°06'54" and an arc length of 76.50 feet; thence tangent to the preceding curve S02°23'30"E 634.34 feet; thence S17°42'59"W 439.06 feet; thence S07°08'16"E 173.50 feet; thence S10°18'03"W 196.44 feet to a point hereafter referred to as Point "F"; thence westerly along a curve to the right the center of which bears N03°28'51"W 140.00 feet through a central angle of 49°44'41" and an arc length of 121.55 feet; thence tangent to the preceding curve N43°44'10"W 132.67 feet; thence N66°16'03"W 114.88 feet; thence N20°02'30"W 235.88 feet; thence N58°19'14"W 326.80 feet; thence along a tangent curve to the left having a radius of 227.64 feet through a central angle of 44°40'18" and an arc length of 177.48 feet; thence along a reverse tangent curve to the right, the center of which bears N12°59'32"W 284.93 feet through a central angle of 23°59'14" and an arc length of 119.29 feet; thence along a curve to the left the center of which bears S10°59'42"W 180.02 feet through a central angle of 53°14'53" and an arc length of 167.30 feet; thence along a curve to the right the center of which bears N42°15'11"W 115.00 feet through a central angle of 77°40'51" and an arc length of 155.92 feet; thence tangent to the preceding curve N44°34'20"W 156.08 feet to a point hereafter referred to as point "G" and the center of a cul-de-sac having a radius of 50.00 feet; thence from said point "G" N00°59'44"W 277.99 feet to the terminus of the herein described center line.



Date: <u>MARCH 08, 1995</u>	J. PAUL RAMER & ASSOCIATES, INC. CIVIL ENGINEERS AND LAND SURVEYORS N. 10115 NEWPORT HWY., SPOKANE, WASHINGTON 99208 (509) 467-5261	GRANDVIEW RANCH P.O. BOX 18810 SPOKANE, WA 99208	Project No. <u>94299</u>
Scale: <u>—</u>			
Drawn: <u>D.E.Y.</u>			
Checked: <u>D.E.Y.</u>			
Field Book: <u>—</u>			Sht <u>5</u> of <u>6</u>

AUDITORS CERTIFICATE
FILED FOR RECORD THIS 9th DAY OF MARCH 1995 AT SPOKANE, IN BOOK 64 OF SURVEY AT PAGE 19 AT THE REQUEST OF J. PAUL RAMER & ASSOCIATES, INC.

5046

64/14

2954965

64/14

RECORD OF SURVEY
PORTION OF THE NE1/4 OF SECTION 2 AND
PORTION OF SECTION 1, T28N, R43E, W.M.
SPOKANE COUNTY, WASHINGTON

RECEIVED
FILED OR RECORDED
REQUESTED
Mar 9 3 20 PM '95
WILLIAM
ADVISOR
SPOKANE COUNTY, WASH.

9503090359

AUDITOR'S CERTIFICATE
FILED FOR RECORD THIS 9th DAY OF
MAY 1995 AT SPOKANE, ID.
BOOK 64 OF THE REQUEST OF
PAGE 15 AT THE REQUEST OF
J. PAUL RAMER & ASSOCIATES, INC.

6 of 6

LEGAL DESCRIPTIONS (CONT.)

EASEMENT "D":

An easement 50.00 feet in width for ingress, egress, road, and utility purposes over, under, and across that certain strip of land situated in Section 1, T28N, R43E, W.M., Spokane County, Washington, the center line of which is particularly described as follows:

BEGINNING at point "C" as defined in the description of Easement "A"; thence from said point of beginning N04°27'31"W 16.27 feet; thence along a tangent curve to the left having a radius of 50.00 feet through a central angle of 73°38'14" and an arc length of 64.26 feet; thence tangent to the preceding curve N78°05'45"W 26.36 feet; thence along a tangent curve to the right having a radius of 500.00 feet through a central angle of 22°00'41" and an arc length of 192.09 feet; thence tangent to the preceding curve N56°05'04"W 207.72 feet; thence along a tangent curve to the right having a radius of 250.00 feet through a central angle of 90°52'43" and an arc length of 396.53 feet; thence tangent to the preceding curve N34°47'39"E 43.81 feet to a point hereafter referred to as Point "E"; thence from said point N34°47'39"E 55.88 feet; thence N22°51'29"E 337.86 feet; thence N14°02'03"E 255.05 feet; thence N43°38'50"E 291.24 feet; thence N28°59'31"E 687.54 feet; thence N36°33'51"E 354.88 feet to the center of a cul-de-sac having a radius of 50.00 feet and the terminus of the herein described center line.

EASEMENT "E":

An easement 50.00 feet in width for ingress, egress, road, and utility purposes over, under, and across that certain strip of land situated in Section 1, T28N, R43E, W.M. Spokane County, Washington, the center line of which is particularly described as follows:

BEGINNING at point "D" as defined in the description of Easement "A"; thence from said point of beginning N01°20'06"W 371.22 feet; thence N22°25'40"W 118.77 feet; thence N02°00'00"W 506.13 feet to the center of a cul-de-sac having a radius of 50.00 feet and the terminus of the herein described center line.

EASEMENT "F":

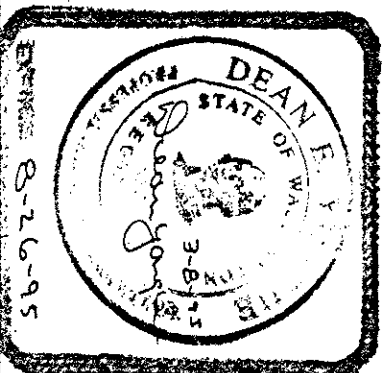
An easement 50.00 feet in width for ingress, egress, road, and utility purposes over, under, and across that certain strip of land situated in Section 1, T28N, R43E, W.M. Spokane County, Washington, the center line of which is particularly described as follows:

BEGINNING at point "F" as defined in the description of Easement "C"; thence from said point of beginning easterly along a curve to the left, the center of which bears N03°28'51"W 140.00 feet through a central angle of 48°35'16" and an arc length of 118.72 feet; thence tangent to the preceding curve N37°55'53"E 94.91 feet; thence along a tangent curve to the left having a radius of 210.00 feet through a central angle of 35°35'05" and an arc distance of 130.43 feet; thence tangent to the preceding curve N10°03'14"E 172.26 feet; thence along a tangent curve to the right having a radius of 55.00 feet through a central angle of 138°56'51" and an arc length of 133.38 feet; thence tangent to the preceding curve S30°59'55"E 227.76 feet to the center of a cul-de-sac having a radius of 50.00 feet and the terminus of the herein described center line.

EASEMENT "G":

An easement 50.00 feet in width for ingress, egress, road, and utility purposes over, under, and across that certain strip of land situated in Section 1 and Section 12, T28N, R43E, W.M. Spokane County, Washington, the center line of which is particularly described as follows:

BEGINNING at point "G" as defined in the description of Easement "C"; thence from said point of beginning S14°01'12"E 236.50 feet; thence along a tangent curve to the left having a radius of 115.00 feet through a central angle of 87°10'31" and an arc length of 174.97 feet; thence tangent to the preceding curve N78°48'17"E 59.69 feet; thence along a tangent curve to the right having a radius of 100.00 feet through a central angle of 53°46'34" and an arc length of 93.86 feet; thence tangent to the preceding curve S74°25'09"E 124.53 feet; thence along a tangent curve to the right having a radius of 115.00 feet through a central angle of 95°57'37" and an arc length of 192.61 feet; thence tangent to the preceding curve S48°32'28"W 111.60 feet; thence along a tangent curve to the right having a radius of 225.00 feet through a central angle of 25°39'16" and an arc length of 100.75 feet; thence tangent to the preceding curve S74°11'44"W 13.84 feet; thence along a tangent curve to the left having a radius of 120.00 feet through a central angle of 35°28'40" and an arc length of 74.30 feet; thence S38°43'04"W 14.79 feet to a point on the south line of the SW1/4 of said Section 1; thence S35°40'27"W 171.32 feet; thence S42°51'02"W 52.82 feet; thence S17°43'13"W 38.07 feet to the center line of HARDESTY ROAD and the terminus of the herein described center line; the outer boundaries of the herein described easement is hereby forelengthened or foreshortened to intersect said center line.



J. PAUL RAMER & ASSOCIATES, INC. CIVIL ENGINEERS AND LAND SURVEYORS N 10115 NEWPORT HWY., SPOKANE, WASHINGTON 99208 (509) 467-5261		GRANDVIEW RANCH P.O. BOX 18810 SPOKANE, WA 99208		Project No. 94299	
Date: March 08, 1995	Scale: N.A.	Drawn: DEY	Checked: DEY	Sht 6 of 6	
Field Book					

2954965

64/15

PLEASE RETURN TO:
Inland Power & Light Co.
320 E. Second Avenue
Spokane WA 99202

9508310475

RECORD ☐ Yes
☐ No
If Yes, give Grantor's address:

RIGHT-OF-WAY EASEMENT VOL. 1767 PAGE 836

KNOW ALL MEN BY THESE PRESENTS, that the undersigned (hereinafter called "Grantor")

APG Limited Partnership Patricia & Alexander Guarino Trustees
for mutual offsetting benefits which are hereby acknowledged, do hereby convey and grant to INLAND POWER & LIGHT CO., a Washington Corporation (hereinafter called "Grantee") and to its successors, assigns, or permittees, the right, privilege and authority, to install, alter, bury, replace, energize, chemically treat, operate, move, maintain, and remove electric transmission and distribution facilities, consisting of poles, cables, wires and all other necessary or convenient appurtenances, to make said facilities an integrated electric system, as such specifications now exist and as hereafter changed in accordance with specifications adopted by the Grantee, to the extent necessary to install and maintain said electric system, which is located upon, under, over, and across the following-described lands and/or in or upon all streets, roads, or highways abutting said lands and premises situated in the County of SPOKANE, State of WASHINGTON, and more particularly described as follows:
ALL THAT CERTAIN REAL PROPERTY SITUATED IN SEC 1, T4N 28N, R6E 43 E.W.M
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "2" (5.02 Ac.)

COMMENCING at the northwesterly corner of said Section 1; thence from said point of commencement 800°40'55"E along the westerly line of the NW1/4 of said Section 1 a distance of 300.01 feet; thence N89°46'26"E 663.71 feet; thence 800°40'55"E 105.00 feet to the point of BEGINNING; thence from said point of beginning 800°40'55"E 540.02 feet; thence S89°46'26"W 470.00 feet; thence 800°40'55"W 390.00 feet; thence N72°01'47"E 492.22 feet to the point of beginning.

R. E. Excise Tax Exempt
Date 8/31/95
Spokane County Treas.
[Signature]

SUBJECT TO and as an APPURTENANCE TWENTY Document "A"

Grantee, its successors and assigns is also granted the right, privilege, and authority to clear cut 10 feet each side of an overhead conductor and or cut, remove and trim trees, brush, shrubbery and other obstructions to the extent necessary to keep them clean of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling, or the branches thereof, to chip and spread branches and other foliage and to pile and stack logs as necessary alongside the cleared right-of-way: and to license, permit, or otherwise agree to the joint use or occupancy of the line or system by any other person, association or corporation, for electrification, telephone, television, or communication needs.

It is agreed that areas over buried vaults, cables, and within the right-of-way shall remain free and clear of structures, barriers, buildings, trees, shrubbery and/or any other physical encumbrances except by written consent of the Grantee.

Free access to all facilities over the Grantors adjacent lands will be allowed at all times. Grantee shall not be responsible for loss, replacement or damage of any improvements or other things below, over or upon such easement necessitated by the Grantee's use of this easement.

No monetary consideration or consideration of monetary value has been given for the rights conveyed.

The undersigned WARRANT that they have the legal right to grant this easement and agree to hold harmless and to indemnify the Grantee for any damages suffered by Grantee should it later be proven that the Grantor did not possess such legal rights. Said lands are free of encumbrances except: NONE

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 23rd day of May, 1995.

Patricia Guarino
Alexander Guarino
STATE OF Washington }
COUNTY OF Spokane } ss

On this day personally appeared before me

Patricia Guarino
Alexander Guarino

to be known to be the individual described in and who executed the within foregoing instrument, and acknowledged that they signed the same as themselves free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

23 day of May, 1995

Karen A. Bannister
Notary Public in and for the State of Washington

Corporation
By _____
President
Secretary
STATE OF _____ }
COUNTY OF _____ } ss

On this day personally appeared before me

to be known to be the _____ President and Secretary respectively, of the corporation that executed the foregoing instrument, and acknowledge the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and each on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal this

____ day of _____, 19____

Notary Public in and for the State of _____

FILED ON RECORDED 767 PAGE

837

REQUEST OF

MAY 31 2 17 PM '35

WILLIAM E. DONAHUE

AUDITOR

SPERANZ & SONS

FILED BY: [illegible]
REQUEST FOR FIRST AMERICAN TITLE

AFTER RECORDING RETURN TO:

Drew M. Bodker
1401 S. Grand Blvd. #203 N
Spokane, Washington 99203 **9510040300**

OCT 4 4 08 PM '95

WILLIAM E. DONAHUE
AUDITOR
SPOKANE COUNTY WASH.
DEPUTY**EASEMENT AND WATER WELL AGREEMENT**

This Agreement is made and entered into this 12th day of June, 1995, by and between **Grandview Ranch, Inc.**, a Washington corporation, (hereinafter referred to as "Grandview"), and **APG Limited Partnership**, a Texas limited partnership, (hereinafter referred to as "APG"),

WITNESSETH:

R.E. Excise Tax Exempt

Date: 10/12/95

Spokane County Treasurer

By: [Signature]

WHEREAS, the parties hereto are the owners of certain adjoining parcels of real property located in Spokane County, and the legal descriptions of the property owned by each party is as set forth on Exhibit "A" attached hereto and incorporated herein by this reference, and

WHEREAS, a water well has been constructed by Grandview on the lot owned by APG, which water well is to serve the lot owned by APG, as well as adjoining Lots 1 and 3 owned by Grandview, and

WHEREAS, the parties wish to memorialize their agreements regarding the cost of construction of the well, the purchase of the casing, pump, engine and other water well appurtenances, as well as the necessary easements for the well and water lines,

NOW, THEREFORE, in consideration of the premises, the agreements set forth hereinafter and the mutual benefits to be derived by the parties hereto, the adequacy of which is hereby acknowledged, it is agreed as follows:

11/01/95

1. APG hereby grants to Grandview a permanent, non-exclusive easement over, under, through and across that portion of APG's property on which the well is currently constructed, and also over, under and across the property owned by APG for construction, installation and maintenance of water lines to the adjoining property owned by Grandview, legally described as Lots 1 and 3 on Exhibit "A". The easements set forth herein shall be for the purpose of construction, re-construction, alteration, operation, maintenance, repair, and protection of the well and all water lines and appurtenances necessary or convenient thereto, whether above or underground, and for ingress and egress to the easement area and the water lines and well as may be necessary for the aforementioned purposes.

2. Grandview shall construct and install, at Grandview's sole cost and expense, the aforementioned well, together with all pumps, engines, and other necessary water well appurtenances, PROVIDED HOWEVER, that APG shall be responsible for extending any water lines from the well to APG's residence.

APG further understands that the well will contain a valve which will be installed for the use of Fire District No. 4 for fire control and APG hereby grants a right of access to said Fire District No. 4 for the purpose of using the well for fire protection services.

3. APG agrees and covenants that it will not construct, maintain, or suffer to be constructed or maintained, within 100 feet of the well located on Parcel 2, owned by APG, any potential source of contamination, such as cesspools, privies, septic tanks, drainfields, manure piles, garbage of any kind or description, barns, or enclosures or structures for the keeping or maintenance of any animals, or storage of liquid or dry chemicals, herbicides, or insecticides.

4. Each of the parties to this Agreement shall bear an equal one-third share of all maintenance, repair and replacement which may be necessary subsequent to the initial installation and construction of the well and all appurtenances by Grandview. The parties agree that the well and all its appurtenance, including tanks, pipes, etc., shall be kept in good working order so that there shall be no leakage or seepage therefrom, or any defects that may cause injury to the land and premises of the parties hereto. The parties further agree to equally share all costs of operation of said well, including electricity charges.


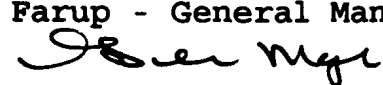
The parties understand and agree that this well may also be used by Grandview and/or any homeowner's association established hereinafter, for irrigation of the landscaped area at the entry way to the project, and an easement for a water line for this purpose is hereby granted by APG to Grandview, which easement may be later assigned to any homeowner's association or other successor in interest to Grandview. It is understood and agreed that the amount of irrigation for the entry way will be limited and therefore the parties agree to waive any reimbursement from Grandview or a subsequent homeowner's association for irrigation of the entry way.

5. The agreements and easements granted herein are specifically intended to run with the land and to perpetually benefit the real property described on Exhibit "A", and shall be binding upon the successors, heirs, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

Grandview Ranch, Inc.

APG Limited Partnership

By 
Gale Farup - General Manager


By: The Guarino Family Trust

By 
Alexander Guarino - Trustee

By 
Patricia Guarino - Trustee

STATE OF WASHINGTON)

) ss.

County of Spokane)

On this 8th day of September, 1995, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gale Farup, to me known to be the General Manager of Grandview Ranch, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

DREW M. BOOKER
STATE OF WASHINGTON
NOTARY PUBLIC
My Commission Expires 5-17-96

[Signature]
Notary Public in and for the State
of Washington, residing at Spokane
My Appointment Expires: 5-17-96

Idaho

STATE OF WASHINGTON)

) ss.

County of Spokane)

On this 6 day of Sept, 1995, before me, the undersigned, a Notary Public in and for the State of ~~Washington~~, duly commissioned and sworn, personally appeared Alexander Guarino and Patricia Guarino, to me known to be an individuals named as Trustees under The Guarino Family Trust, and who executed the within and foregoing instrument as such Trustee on behalf of said Trust, and acknowledged to me that they signed the same as their free and voluntary act and deed as such Trustees for the uses and purposes therein mentioned.

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

[Signature: Rorie P. Eggers]

Notary Public in and for the State
of Washington, Residing at Spokane
My Appointment Expires: 7-12-95

[Signature: Rorie P. Eggers]

EXHIBIT "A"

All that certain real property situated in Section 1 and the NE1/4 of Section 2, T28N, R43E, W.M., Spokane County, Washington, being more particularly described as follows:

PARCEL "1"1 (8.49 Ac.±) *Grandview*

COMMENCING at the northwesterly corner of said Section 1; thence from said point of commencement S00°40'55"E along the westerly line of the NW1/4 of said Section 1 a distance of 300.01 feet to the point of BEGINNING; thence from said point of beginning N89°46'26"E 663.71 feet; thence S00°40'55"E 105.00 feet; thence S72°01'47"W 492.22 feet; thence S00°40'55"E 390.00 feet; thence S89°46'26"W 175.00 feet; thence N07°20'34"W 149.09 feet to a point on the westerly line of the NW1/4 of said Section 1; thence N14°49'34"W 374.47 feet into the NE1/4 of said Section 2; thence N10°52'14"W 142.14 feet; thence N89°46'26"E 134.46 feet to the easterly line of the NE1/4 of said Section 2 and the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A"

PARCEL "2"1 (5.02 Ac.±) *APG Land*

COMMENCING at the northwesterly corner of said Section 1; thence from said point of commencement S00°40'55"E along the westerly line of the NW1/4 of said Section 1 a distance of 300.01 feet; thence N89°46'26"E 663.71 feet; thence S00°40'55"E 105.00 feet to the point of BEGINNING; thence from said point of beginning S00°40'55"E 540.02 feet; thence S89°46'26"W 470.00 feet; thence N00°40'55"W 390.00 feet; thence N72°01'47"E 492.22 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A"

PARCEL "3"1 (5.00 Ac.±) *Grandview*

COMMENCING at the northwesterly corner of said Section 1; thence from said point of commencement S00°40'55"E along the westerly line of the NW1/4 of said Section 1 a distance of 300.01 feet; thence N89°46'26"E 663.71 feet to the point of BEGINNING; thence from said point of beginning N89°46'26"E 338.00 feet; thence S00°40'55"E 645.02 feet; thence S89°46'26"W 338.00 feet; thence N00°40'55"W 645.02 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A"

AFTER RECORDING RETURN TO

9512120241

Drew M. Bodker
 Attorney at Law
 1401 S. Grand Blvd. #203 N
 Spokane, Washington 99203

DEC 12 1 57 PM '55

WILLIAM E. DONAHUE
 AUDITOR
 SPOKANE COUNTY WASH.
 DEPUTY

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
 AND RESERVATION OF EASEMENTS
 FOR
 GRANDVIEW ESTATES

KNOW ALL MEN BY THESE PRESENTS that Grandview Ranch, Inc., a Washington corporation, and any successor in interest of the said Grandview Ranch, Inc., (hereinafter referred to as "Declarant"), does hereby declare and set forth covenants, conditions, restrictions, and reservation of easements to run with all of the land described hereafter as provided by law, which covenants, conditions, restrictions, and reservation of easements, (hereinafter referred to as the "Declaration"), shall be binding upon all parties and persons claiming an interest in any of the property described hereafter, and which covenants, conditions, restrictions, and reservation of easements shall be for the benefit of and limitation upon all future owners, and being for the purpose of keeping said real estate desirable, uniform and suitable in use as specified herein.

The land affected by this Declaration, (hereinafter referred to as the "Property", the "Parcels", or the "Project"), is legally described as set forth on Exhibit "A" attached hereto and incorporated herein by this reference. Parcel 2 of the Property has been conveyed to APG Limited Partnership, a Texas limited partnership, and Parcel 3 of the Property has been conveyed to Edward J. English and Susan L. English, husband and wife, and the said APG Limited Partnership and Edward J. and Susan L. English hereby join in this Declaration and agree to be bound by all provisions of the Declaration, as evidenced by their signatures affixed hereto.

SECTION ONE

OWNERS' ASSOCIATION/VOTING/BY-LAWS

1.1 FORM OF ASSOCIATION. The Association is or shall be incorporated pursuant to the Washington Non Profit Corporation Act under the name of GRANDVIEW ESTATES HOMEOWNERS ASSOCIATION, (hereinafter referred to as the "Association").

110791-K5

1.2 MEMBERSHIP. Each Owner of a parcel within the Project described herein shall automatically be a member of the Association and shall remain a member thereof until such time as he no longer owns a parcel within the Project, at which time his membership in the Association shall automatically cease and the new owner for the parcel shall take his place as a member. An Owner is the person owning a parcel in fee simple absolute, as a purchaser under a Real Estate Contract, by way of leasehold interest, by way of periodic estate, or in any other manner in which real property may be owned, leased, or possessed in the State of Washington.

1.3 TRANSFER OF MEMBERSHIP. The Association membership of each Owner shall be appurtenant to the particular parcel owned giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way except upon the transfer of title to said parcel, which shall automatically transfer membership in the Association. Any attempt to make a prohibited transfer shall be void.

1.4 VOTING. The total voting power of all Owners shall be equal to the number of parcels subject to individual ownership within the Project, PROVIDED HOWEVER, that should one Owner own more than one parcel, said Owner shall have only one (1) vote regardless of his ownership of more than one (1) parcel.

1.5 PLEDGED VOTES. In the event the record Owner or Owners have pledged their vote regarding special matters to a mortgagee or beneficiary of a Deed of Trust under a duly recorded Mortgage or Deed of Trust, or to the vendor under a duly recorded Real Estate Contract, only the vote of such mortgagee, beneficiary, or vendor will be recognized in regard to the special matters upon which the vote is so pledged, if a copy of the instrument with this pledge has been filed with the Association.

1.6 ANNUAL MEETINGS. There shall be an annual meeting of the Owners in the second quarter of each year at such reasonable place and time as may be designated by written notice from the Association delivered to the Owners no less than ten (10) days and not more than fifty (50) days prior to the date for said meeting. At the annual meeting, there shall be presented an accounting of the common expenses of the Association, an itemization of receipts and disbursements for the preceding calendar year, and the allocation thereof to each Owner, and the estimated common expenses for the coming calendar year. Any parcel Owner, at his own expense, may at any reasonable time during weekdays, make an audit of the books of the Association.

1.7 SPECIAL MEETING. Special meetings of the Owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the Owners, or for any other reasonable purpose. Such meetings shall be called by written notice to the members of the Association upon decision by the President, by its Board of Directors, or by written request of Owners having at least twenty-five percent (25%) of the total votes, which notice shall be delivered not less than ten (10) nor more than fifty (50) days prior to the date fixed for said meeting. The notice shall specify the date, time and place of the meeting, and, in general, the matters to be considered. Only those matters contained in the notice may be considered at any special meeting.

1.8 BY-LAWS. By-Laws for the administration of the Association and the property, and for other purposes not inconsistent with this Declaration shall be adopted by the Association by concurrence of those voting Owners holding at least sixty percent (60%) of the voting power. The Declarant may adopt the initial By-Laws of the Association.

1.9 BOARD OF DIRECTORS. Except as provided hereinafter regarding management by Declarant, the affairs of the Association shall be managed by a Board of Directors (hereinafter referred to as the "Board") consisting of not less than two (2), nor more than five (5), voting members, the Board being more specifically described hereafter.

SECTION TWO

BOARD OF DIRECTORS

2.1 MANAGEMENT BY DECLARANT. At the election of the Declarant, the Project and the Association shall be managed by the Declarant, provided however that Declarant's management authority shall cease no later than eight (8) years from the recordation of this Declaration or thirty (30) days following the date when the Declarant shall have sold 90% of the parcels within the Project, whichever shall first occur.

2.2 MANAGEMENT BY BOARD. Upon the expiration of the time period set forth in Paragraph 2.1 above, or upon Declarant's option if exercised sooner, all administrative power and authority shall vest in a Board of not less than three (3), nor more than five (5), Directors selected from among the members of the Association. The Board may delegate all or any portion of such power to a manager, managing agent, or officer of the Association, or in such manner as may be provided by the By-Laws. All Board positions shall be open

for election at the first annual meeting after the period of the Declarant's authority ends, as provided under Section 2.1.

2.3 AUTHORITY OF THE BOARD. The Board, for the benefit of the members of the Association, shall enforce the provisions of this Declaration and of the By-Laws, shall have all powers and authority permitted to the Board under the Washington Non Profit Corporation Act and this Declaration, and shall acquire and shall pay for out of the common fund hereinafter provided for, all goods and services requisite for the proper functioning of the Project.

2.4 LIMITATION ON AUTHORITY. The Board's authority, as set forth in the preceding paragraph, shall be limited in that the Board shall have no authority to acquire or pay for out of the maintenance funds, any capital additions and improvements having a total cost in excess of Two Thousand Dollars (\$2,000.00) without first obtaining the affirmative vote of 75% of the members of the voting power present or represented at a meeting called for such purpose, and if no such meeting is held, then the written consent of 75% of the voting members. This limitation shall not be effective to Declarant so long as Declarant serves as manager for the Association.

2.5 TERM OF OFFICE. The term of office of Directors shall be two years. After the initial election, if there be three Directors, then two Directors shall be elected at the annual meeting during even numbered years, and one Director shall be elected at the annual meeting during odd numbered years. If there shall be five Directors, then three shall be elected during even numbered years, and two shall be elected during odd numbered years. At the organization meeting of the Board, after expiration of the management by the Declarant, the Directors so elected shall, by lot, determine which shall initially have one or two year terms to stagger the expiration date of the terms of the appropriate number of Directors. Any Director may be elected to serve for an additional term or terms.

2.6 QUORUM FOR BOARD ACTION. A majority of the members of the Board shall constitute a quorum. The Board shall act by majority vote of those present at its meetings where a quorum is in attendance.

SECTION THREE

COMMON EXPENSES AND ASSESSMENTS

3.1 ESTIMATED EXPENSES. Within thirty days prior to the

beginning of each calendar year, the Board shall estimate the common expenses to be paid during the ensuing year, shall make provision for creating, funding and maintaining reasonable reserves for contingencies, operations, and repair and maintenance of the private roadways and any common areas or facilities, such as but not limited to any street lights and entry gate; PROVIDED HOWEVER, that the yearly assessments for those costs related to the private road system shall be not less than \$400.00 per year for Parcels which are at least 10 acres in size, and not less than \$260.00 per year for those Parcels which are approximately 5 acres in size (i.e. 65% of the assessment for a 10 acre lot). The common expense estimate shall take into account any expected income and any surplus available from the prior year's operating funds. If the sum estimated and budgeted at any time proves inadequate for any reason (including nonpayment for any reason of any Owner's assessment), the Board may, at any time, levy a further assessment which shall be assessed to the Owners as is set forth hereinafter. The budget may be reviewed and revised by the membership of the Association at any annual meeting, or at any special meeting called for such purpose, but if not so reviewed, or if no change is made, the budget shall be deemed approved.

It is anticipated that the major common expenditure will be for the private road system. The division of said road repair, maintenance and operational costs shall be as set forth in that certain Road Maintenance Agreement dated April 10, 1995, and recorded May 2, 1995, under Auditor's No. 9505020332, which provides, in part, as follows:

"It is agreed that each property owner of any parcel of the Property described on Exhibit "A" shall bear a proportionate share of the cost of maintenance, repair and/or operation of said private roadways based on the following:

It is understood and agreed that the properties served by the private roadway system have been subdivided out of larger acreage parcels, and for the purpose of determining the share of the cost and expense of the maintenance and operation of the private roadways, the individual parcel number assigned, or which will be assigned to each of the subdivided segregated tracts, shall be used as the factor to determine liability for road maintenance costs.

All road repair, maintenance or operational costs, including any security gate, shall be divided by the total number of individual parcel numbers being served by said private roadway system in order to obtain a "per share" figure. Each property owner shall pay, as his respective portion, an amount equal to the product of said per share figure multiplied by the number of individual parcel numbers held in the name of said property owner, PROVIDED HOWEVER, that any five (5) acre parcels shall pay sixty-five (65%) percent of the

"per share" amount assessed to the parcels which are at least 10 acres in size. A parcel number shall be that parcel number assigned by the Spokane County Assessor's office in Spokane County, Washington, for tax identification purposes. It is specifically understood and agreed, however, that in the event the future use of any of the Property would entail specific road improvements which are required by Spokane County in order to obtain a building permit on a particular property site or any subdivision thereof, then the cost of any such improvement shall be borne by the owner seeking the building permit or further subdivision of the Property and not by the other Property owners defined herein as users of the private roadways."

3.2 PAYMENT BY OWNERS. Each Owner shall be obligated to pay assessments made pursuant to this Section to the Association in installments, made at least annually, at such times and in such manner as the Board shall designate. Any unpaid assessments shall bear interest at the rate of 12% per annum from the due date until paid, and the Board may charge and assess a late fee of \$50.00 against any Owner for each assessment not paid within thirty (30) days of its regular due date.

3.3 COMMENCEMENT OF ASSESSMENTS. An assessment for each parcel within the Project shall commence to be payable upon closing of the purchase of said parcel.

3.4 RECORDS. The Board shall cause to be kept detailed, accurate records in the form established by the Association of the receipts and expenditures of the Association, specifying and itemizing the maintenance and repair expenses and any other expenses incurred. Such records and any resolutions authorizing the payments involved shall be available for examination by any Owner at convenient hours during weekdays.

3.5 LIEN INDEBTEDNESS. Each monthly or annual assessment and each special assessment shall be the joint and several personal debt and obligation of the Owner or Owners of the parcel for which the same are assessed at the time the assessment is made and shall be collectable as such. The amount of any assessment, whether regular or special, assessed to the Owner of any parcel, plus interest at 12% per annum, plus any late fees and costs, including reasonable attorney fees, shall be a lien upon such parcel. Said lien shall have priority over all other liens and encumbrances, recorded or unrecorded, except as provided hereafter. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosure or waiving the lien securing the same.

3.6 CERTIFICATE OF ASSESSMENT. A certificate executed and acknowledged by the Treasurer or the President of the Association, stating the indebtedness secured by the assessment lien upon any parcel shall be conclusive upon the Board and the Owner as to the amount of such indebtedness on the date of the certificate, in favor of all such persons who relied thereon in good faith. Such certificate shall be furnished to any Owner or any encumbrancer of any parcel within a reasonable time after request, in recordable form, at a reasonable fee.

3.7 FORECLOSURE OF ASSESSMENT LIEN. The Declarant, or Board on behalf of the Association, may initiate action to foreclose the lien of any assessment, late fees, interest or costs. In any action to foreclose a lien against any parcel for nonpayment of delinquent assessments, late fees, interest or costs, any judgment rendered against the Owner of such parcel in favor of the Association shall include a reasonable sum for attorney fees, and all costs and expenses reasonably incurred in preparation for or in the prosecution of said action; which costs and fees shall be in addition to the taxable costs permitted by law. The Association may file a notice of claim of lien according to the mechanics' and materialmen's statute set forth in RCW 60.04.060. An assessment lien may be foreclosed in the same manner as is provided by law for the foreclosure of a Real Estate Mortgage, provided that the Association must first give thirty (30) days prior written notice of any delinquency by either sending notice of the unpaid assessment to the Owner by depositing the same in the U.S. mail, postage prepaid, by certified mail, return receipt requested, or by personal service of said notice.

SECTION FOUR

MORTGAGEE PROTECTION

4.1 PRIORITY OF MORTGAGE. Notwithstanding all other provisions hereof, the liens created under this Declaration upon each parcel for assessments shall be subject to the rights of the secured party in the case of any indebtedness secured by mortgage, deed of trust, or real estate contract which were made in good faith and for value upon the parcel. Where such mortgagee, beneficiary of a deed of trust, or contract vendor, or other purchaser of a parcel within the Project, obtains possession of a parcel as the result of a mortgage foreclosure, deed of trust sale, or contract forfeiture, such possessor and his successors and assigns shall not be liable for the share of the common expenses or assessments by the Association chargeable to such parcel which became due prior to such possession, but will be liable for such common expenses and assessments accruing after such possession commences. The unpaid common expenses, assessments, late fees,

interest, or costs which accrued prior to commencement of possession by the new parcel Owner shall be deemed to be an amount collectable for all of the Owners and the Association, including such possessor, his successors and assigns.

4.2 COPIES OF NOTICES. In the event the Association gives to an Owner of a parcel any notice that such Owner has, for more than thirty days, failed to meet any obligations under this Declaration, it shall also give a copy of such notice to any first mortgagee, beneficiary of a first deed of trust, or contract vendor, which has previously given a written request to be so notified.

4.3 INSPECTION OF BOOKS. Each first mortgagee, beneficiary of a deed of trust, or contract vendor, upon written request, shall have the right to:

- (a) examine the books and records of the Association during normal business hours;
- (b) require from the Association the submission of annual financial reports and other financial data;
- (c) receive written notice of all meetings of the Owners; and
- (d) designate, in writing, a representative to attend all such meetings.

Each Owner hereby authorizes any mortgagee, beneficiary of a deed of trust, or contract vendor, on his parcel to furnish information to the Board concerning the status of the loan or sale which it secures.

4.4 EFFECT OF DECLARATION AMENDMENTS. No amendment of this Declaration shall be effective to modify, change, limit, or alter the rights expressly conferred in this Section Four upon mortgagees, beneficiaries of deeds of trust, or contract vendors, in this instrument with respect to any unsatisfied mortgage, deed of trust, or contract duly recorded unless the amendment shall be consented to, in writing, by the holder of such security instrument.

SECTION FIVE

ROAD MAINTENANCE, RESERVATION OF ROAD AND UTILITY EASEMENTS AND UTILITY CONSTRUCTION COSTS

5.1 AGREEMENTS FOR MAINTENANCE. Declarant has previously executed a Road Maintenance Agreement, as referenced in Section

3.1, above. The Association and its members shall assume and pay the cost of maintenance, repair and snow removal for these private roadways as provided in said Road Maintenance Agreement.

5.2 COMPLETION OF ROADWAYS, TELEPHONE LINES AND NATURAL GAS. Declarant has or shall install the "backbone" telephone line system in the Project and Declarant has constructed the private roads lying within the Project. All subsequent repairs or maintenance to said "backbone" telephone line system or the private roads shall be at the sole cost of the Association. If any Owner purchases a Parcel from Declarant prior to December 1, 2000, than said Owner shall either hook up to the telephone system by December 1, 2000, or, in lieu thereof, pay a \$2,361.00 telephone rebate fee to Owner. If and when natural gas is extended to and installed within the Project, then the total cost of constructing the mainframe pipeline within the Project shall be assessed equally to each Parcel, and each Parcel owner shall pay their own gas hookup and installation fees.

5.3 RESERVATION OF EASEMENTS. Declarant expressly reserves for itself and for the successor Owners of parcels within the Project, reciprocal, non-exclusive easements for access, ingress, egress and utilities over, under and across the private easement roads lying within the Project, as legally described and as shown on that certain Survey recorded in Book 64 of Surveys, Pages 10 through 15. Declarant further reserves for itself, the Owners of all of the parcels within the Project, and for all utility purveyors, both private and governmental, such utility easements over, under and across the Property as may be required for utilities. No easement may be granted over any portion of the Project for access to any land which lies outside of the Property described on Exhibit "A".

5.4 MAINTENANCE OF THE ROADWAYS. The private easement roads described in Paragraph 5.3, above, shall be kept free and clear for motor vehicle use, and said roadways shall be maintained and repaired in a workmanlike and reasonable manner so that motor vehicles will always be able to enter and use the roadways without undue inconvenience. The maintenance and repair of the roadways shall include, but not be limited to, grading, plowing with reasonable prudence when it snows, repairing breakage or damage to the road surface and the like, as well as repair and maintenance of any ditches and culverts as needed to ensure proper drainage of surface water.

5.5 IMPROVEMENTS/PAVING OF THE PRIVATE ROADWAYS. At such time that 85% of all Parcels have been sold by Declarant, or

earlier, at the sole option of Declarant, bids shall be obtained from licensed contractors for "chip seal" paving of the private roadways, and for installing a security gate, including all electronics; PROVIDED HOWEVER, that at the time 85% of all Parcels have been sold and upon a 2/3 majority vote of all Owners, including Declarant, the Association may elect not to pave the private roads and/or not to install a security gate. Upon receipt of said paving and security gate bids, an assessment shall be levied upon the Property in the same manner as the division of common expenses are divided as set forth in Paragraph 3.1, above; PROVIDED HOWEVER, that the paving/security gate assessment must be paid in full by each owner not less than four (4) months from the date of assessment. Failure to pay said assessments shall be cause for enforcement by the Board and all remedies set forth in Section Three, above, regarding delinquent assessments shall be applied.

Declarant reserves the right to arrange, coordinate and supervise the paving and/or electronic security gate work. If Declarant performs said services, then Declarant shall receive a fee from the Association for this work in an amount equal to 15% of the contract price for said work.

SECTION SIX

RESIDENCE AND USE RESTRICTIONS

6.1. Fully Protected Residential Area. All of the Property legally described on Exhibit "A" shall be used only for single family residences with the usual outbuildings. No commercial activities shall be allowed, with the sole exception of in-house businesses which do not have any retail sales and which are conducted solely within the residential structure (*no commercial activities of any nature are permitted in any outbuilding without the prior written consent of the ARC*). No parcel shall be subdivided to less than its currently existing size, however, one or more parcels may be used as a single building site.

6.2. Vehicle and Equipment Restrictions. Except as set forth hereinafter, boats, trailer houses, mobile homes, camping trailers, commercial trucks, buses, automobile bodies or other similar vehicles or equipment may not be parked on the private roads, nor may they be left standing on a parcel (*outside of a private garage or storage building*) for more than 96 hours in any one month, provided however, that such equipment or vehicles may be parked in the private garage of any Owner, as long as the garage doors can be closed to conceal such vehicles or equipment from public view. Automobile bodies, parts, wheels, tires, and the like shall be stored in a fully enclosed structure, concealed from public view. One (1) boat and trailer, one (1) recreational vehicle and one (1)

horse trailer may be stored or left standing outside of a garage or storage building on any parcel. The horse trailer which may be stored outside cannot be any larger than a 4-horse trailer. The boats, etc. which are permitted to be stored on a parcel must be stored within the setback requirements of Section 6.4, hereinafter.

6.3. Land Use and Building Type. No buildings shall be erected, altered, placed, or permitted to remain on any parcel other than one detached single family dwelling not to exceed two stories in height above the highest grade level of the house, a private garage for not less than two (2) automobiles, boats, trailers and the like, for family use, two outbuildings, and one guest house. Any guest house must be similar in design, construction and appearance, *(including roofing and siding of the same material)* to the main residence, and may not be greater than 1,000 square feet in size. Manufactured homes, including mobile or modular homes are allowed with ARC approval. No fifth-wheel RV's, RV vehicles, or tent-trailers can be used as living quarters except for short periods of time not exceeding three (3) continuous weeks and except during the course of construction of the residence, subject to the approval of the ARC and subject to County Health regulations. All residences must have (i) poured concrete foundations, except that "pit-set" or full, permanent masonry foundations are allowed for manufactured homes, (ii) minimum of 1,200 square feet of finished living space on the main floor, (iii) roofs with not less than a 3/12 pitch, and (iv) earth-tone or white exterior colors, including roofs. All siding materials for residences, *(including mobil homes and modular homes)*, and outbuildings must receive prior ARC approval, as is more particularly set forth in Section Seven, hereinafter. All residences must have completed exteriors within six (6) months of the start of construction, and all residences must be completely finished within one (1) year of the start of construction. All Owners and their contractors shall clean up and remove scrap materials from the parcel on a daily basis as the construction progresses so as to prevent unsightly and unsafe conditions.

6.4. Setbacks. Except for any parcels which are less than 10 acres in size, and except as may otherwise be agreed in writing between the Owners of adjoining parcels, no building shall be located closer than seventy-five (75') feet from any common boundary lines of the Property. Swimming pools, tennis courts, sport courts, and animal watering and feeding facilities are to be limited by these same setback limitations.

6.5. Outbuildings. Two outbuildings are permitted on each parcel, excluding detached garage, play house, or dog house, and any building used to store equipment for the Association. Building

design and construction must be compatible to design of house. Roofing and siding must be of same material as house, or wood or permanent lap siding or metal (dark green or brown). Metal roofs are allowed, but they must be of earth-tone colors. No quonset type buildings are allowed. Any outbuildings may not exceed 2400 square feet in size. No outbuildings, except permitted guest houses, may be used for permanent or temporary residence purposes.

6.6. Utilities Shall be Underground. In the interest of public health and in the interest of avoiding the presence of unsightly poles and structures, all new residential services connecting to the main utility lines shall be buried in accordance

with the best standard practices presently in use for burying of such utilities. Propane tanks must be enclosed and fuel tanks must be concealed or hidden from view.

6.7. Nuisances/Outdoor Lighting. No noxious or offensive activity shall be carried on upon any parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other Association members. All exterior lighting must be indirect lighting so as not to be visible to other parcels.

6.8. Temporary Structures. No structure of a temporary character, no trailer, no basement, no tent, no shack, no garage, no barn, and no other building or outbuilding shall be used on any parcel at any time as a residence either temporarily or permanently, except during the course of construction of the residence and except for short periods of time for visitors, etc., as is set forth and limited in Section 6.3, above. No bomb shelter or similar structure shall be placed so that it is exposed above the ground.

6.9. Signs. No signs of any kind shall be displayed to the public view on any parcel except (i) one sign designating family name; (ii) one sign advertising the property for sale or rent; (iii) one sign used by a builder to advertise the property during construction and sales period; and (iv) one political card during an election campaign. No permitted sign as described herein shall exceed three feet in any dimension.

6.10. Domestic Animals. A maximum of three (3) adult dogs per household shall be allowed with the understanding that said dogs shall be restricted to the Owner's parcel and they shall not be allowed to run off the Owner's property. Dogs which are classified

as "vicious or potentially dangerous", as defined by the Spokane County Animal Control or Spokane County Ordinances, shall not be allowed, and no wolves, coyotes, Doberman Pinchers, Pit-bull Terriers or Rottweilers, or dogs which are a mix of these breeds or animals shall be allowed on any Parcel. Owners of any parcel shall not allow dogs to bark in any manner as may annoy or become a nuisance to the other Owners regardless as to whether said barking occurs in the daytime or at night, and all Owners shall ensure that their dogs do not annoy other neighbors with said barking. Not more than three (3) large domestic animals shall be permitted on any parcel, but no pigs, swine, goats, sheep or cattle of any kind are permitted. Horses, llamas, or other large domestic animals must be corralled and stabled, and said corrals may not be larger than 125 feet square. No fowl of any kind shall be allowed. No domestic

animals shall be kept which habitually make loud or disturbing noises or create uncontrollable dust. All animals shall be kept for the use and pleasure of the occupants and not for commercial purposes. In the event any Owner should violate this Paragraph 6.10, then the Board of Directors or Declarant may, upon proper notice and hearing as provided in the Bylaws, take proper action to remedy the violation, including the removal of the offending dog or animal from the Project.

6.11. Garbage and Refuse Disposal. No parcel shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and shall be concealed from public view by either being set in the ground, by being placed in a building or placed behind a screen or other barrier.

6.12. Completion. Any dwelling or structure erected or placed on any parcel in the Project shall be completed as to external appearance, including finished painting, within six (6) months after the date of commencement of construction, and must be completely finished within one (1) year.

6.13. Miscellaneous. No perimeter parcel fencing shall be permitted. No privacy fences may be erected that are more than six (6') feet in height, nor any closer than seventy-five (75') feet from an adjoining parcel in the Property. Cyclone fencing is allowed, but any vertical slats must be earth-tone. No security lights are allowed which interfere with neighbors. No clotheslines shall be permitted.

No hunting (including bowhunting) or trapping is allowed, nor is the shooting of firearms or fireworks to be allowed.

6.14. Timber. In the interest of preserving and enhancing the health and perpetuation of the forest located throughout the Property, each owner agrees that no timber shall be removed from any parcel except for clearing and maintenance of building sites for residences, outbuildings and animal enclosures, view corridors, landscape areas and site improvements, as limited herein, and except for clearing of areas of trees deemed by an accredited arborculturst as disease infested or fire damaged beyond repair.

SECTION SEVEN

ARCHITECTURAL CONTROL

7.1 ARCHITECTURAL CONTROL DURING DEVELOPMENT. Until such time as the Declarant has sold ninety percent (90%) of the parcels, or eight (8) years has passed since the recording of this Declaration, or Declarant has otherwise voluntarily relinquished management, whichever shall first occur, the Architectural Control Committee shall consist solely of Gale Farup, the General Manager of Declarant. All submissions to the Architectural Control Committee shall be acted upon within fifteen (15) business days after submission, and the failure of the Architectural Control Committee to approve or reject within said fifteen (15) day period shall constitute an automatic approval.

No buildings shall be erected, placed or altered on any parcel within the Project until plans and specifications for said building have been submitted to and approved by the Architectural Control Committee pertaining to the quality of workmanship, materials, harmony of external design and colors with existing structures, and as to location with respect to topography and finish grade elevation.

Neither Declarant, nor the Architectural Control Committee, or any member thereof, nor their duly authorized representative shall be liable to the Association, or to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Control Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Committee.

7.2 ARCHITECTURAL CONTROL AFTER DEVELOPMENT. After the Declarant has ceased management of the Project, as described in Section 7.1, above, the Architectural Control Committee shall

consist of three members, all of which shall be elected by the Board of Directors.

7.3 PROHIBITION AGAINST ALTERATION. No structure, improvement, or alteration of any kind, including landscaping within the Project, shall be commenced, erected, painted, or maintained upon any part of the Property until the plans for same have been approved in writing by the Architectural Control Committee.

7.4 PLANS AND APPROVAL. The Architectural Control Committee may develop and make available to all Owners within the Project, a set of rules and guidelines to assist Owners in preparing plans under this Section. The rules and guidelines shall not be binding upon the Committee, but shall set forth general criteria to be considered by the Committee in evaluating a particular application for Committee approval.

Plans and specifications showing the nature, kind, shape, color, size, materials and location of any such planned structure, improvement, or alteration shall be submitted to the Committee for approval as to the quality of workmanship and design, as well as harmony of external design with the existing structures, and also as to location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to rebuild in accordance with Declarant's original plans and specifications or to rebuild in accordance with plans and specifications previously approved by this or a predecessor Committee.

All submissions to the Architectural Control Committee shall be acted upon within fifteen (15) business days after submission, and failure of the Architectural Control Committee to approve or reject within said fifteen (15) business day period shall constitute an automatic approval.

ARC's consent to any propose work shall automatically be revoked one year after issuance unless construction of the work has been commenced or the Owner has applied for and received an extension of time from the ARC.

SECTION EIGHT

REPAIR AND MAINTENANCE

8.1 OWNER'S MAINTENANCE RESPONSIBILITIES. Each Owner shall have responsibility of maintaining the exterior of their particular residence and all other buildings and improvements located upon their parcel, and, if certain maintenance standards are established

by the Board of Directors of the Association, then each Owner shall comply with said standards. The color and brand of any paint, stain, oil, or other preservative applied to the exterior of any residence or outbuilding must first be approved by the Architectural Control Committee. In the event that the exterior of any residence falls below any established standards, or should exterior maintenance otherwise be deemed necessary by the Board of Directors or the Architectural Control Committee, the same shall have the authority to send written notice to the Owner of such residence setting forth the maintenance deemed necessary. In the event such maintenance is not satisfactorily performed within forty-five (45) days of receipt of such notice, the Board shall be entitled to perform or contract for the performance of all such necessary maintenance and the costs thereof shall be a special assessment against the parcel as provided for herein.

SECTION NINE

INSURANCE

9.1 INSURANCE. The Association shall maintain not less than \$1,000,000.00 of public liability insurance, which insurance shall insure all activities of the Association and its agents. The Association shall also maintain such hazard insurance covering the equipment or other assets of the Association as the Association, by majority vote, shall deem necessary from time to time.

SECTION TEN

DURATION AND AMENDMENT

10.1 DURATION. This Declaration shall continue in full force and effect for a period of twenty (20) years from the date hereof, after which time the same shall be automatically renewed for successive terms of ten years each, unless a Declaration of Termination is recorded, meeting the requirements for an amendment as set for hereafter. All properties within the Project shall continue to be subject to this Declaration during the term hereof regardless of sale, conveyance or encumbrance.

10.2 AMENDMENT. This Declaration may only be amended after written approval or vote in person or by proxy of seventy-five (75%) percent of the members of the Association, provided, however, that Declarant may amend the Declaration at any time until Declarant has sold 90% of the parcels. Notice of the subject matter of the proposed amendment to this Declaration, in reasonably detailed form, shall be included in the notice of any meeting of the Association at which a proposed amendment is to be considered.

Notwithstanding the foregoing, any amendment made to this Declaration shall have no force or effect on a first mortgagee, the beneficiary of a first deed of trust, or a real estate contract vendor unless or until the written consent has been obtained from not less than 66% of said first mortgagees, beneficiaries or contract vendors.

SECTION ELEVEN

MISCELLANEOUS PROVISIONS

11.1 Enforcement. The Board, any Owner, and any governmental or quasi-governmental agency or municipality having jurisdiction over the Project shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by this Declaration, and in such action shall be entitled to recover costs and reasonable attorney fees as are ordered by the Court.


11.2 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision thereof.

11.3 Effective Date. This Declaration shall take effect upon recordation.

IN WITNESS WHEREOF, the undersigned have executed this Declaration this 30th day of October, 1995.

DECLARANT:

GRANDVIEW RANCH, INC.

BY: 
Gale Farup, General Manager

APPROVED AS TO FORM AND CONTENT:


APG LIMITED PARTNERSHIP

BY: The Guarino Family Trust

BY: 
Alexander Guarino - Trustee

By: 
Patricia Guarino - Trustee

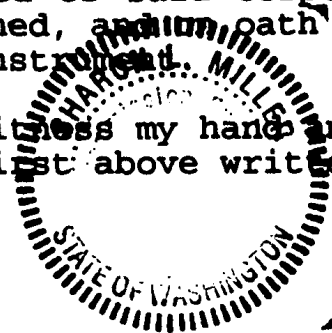

Edward J. English


Susan L. English

STATE OF WASHINGTON)
) ss.
 County of Spokane)

On this 27th day of November, 1995, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gale Farup, to me known to be the General Manager of Grandview Ranch, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.



Thomas S. Miller
 Notary Public in and for the State
 of Washington, residing at Spokane
 My Appointment Expires: 6-10-98

STATE OF WASHINGTON)
) ss.
 County of Spokane)

THIS IS TO CERTIFY that on this 6th day of December, 1995, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Alexander Guarino and Patricia Guarino, to me known to be the individuals named as Trustees under The Guarino Family Trust, and who executed the within and foregoing instrument as such Trustees on behalf of said Trust, and acknowledged to me that said individuals signed the same as said individual's free and voluntary act and deed as such Trustees for the uses and purposes therein mentioned.

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

W. David Franklin
 Notary Public in and for the State
 of Washington, Residing at Spokane
 My Appointment Expires: MAY 15, 1996

STATE OF WASHINGTON

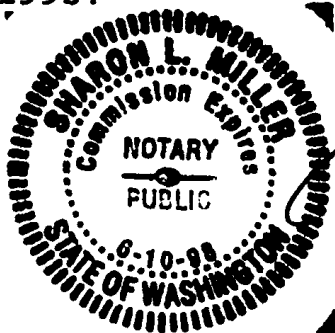
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County of Spokane

) ss.
)
)

On this day personally appeared before me Edward J. English and Susan L. English to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 27th day of November, 1995.



Sharon L. Miller
Notary Public in and for the State
of Washington, Residing at Spokane
My Appointment Expires: 6-10-98

All that certain real property situated in Section 1 and the NE1/4 of Section 2, T28N, R43E, W.M., Spokane County, Washington, being more particularly described as follows:

PARCEL "1": (5.49 Ac.±)

COMMENCING at the northwesterly corner of said Section 1; thence from said point of commencement 800°40'55"E along the westerly line of the NW1/4 of said Section 1 a distance of 300.01 feet to the point of BEGINNING; thence from said point of beginning N89°46'26"E 663.71 feet; thence S00°40'55"E 105.00 feet; thence S72°01'47"W 492.22 feet; thence S00°40'55"E 390.00 feet; thence S89°46'26"W 175.00 feet; thence N07°20'34"W 149.09 feet to a point on the westerly line of the NW1/4 of said Section 1; thence N14°49'34"W 374.47 feet into the NE1/4 of said Section 2; thence N18°52'14"W 142.14 feet; thence N89°46'26"E 134.46 feet to the easterly line of the NE1/4 of said Section 2 and the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A".

PARCEL "2": (5.02 Ac.±)

COMMENCING at the northwesterly corner of said Section 1; thence from said point of commencement 800°40'55"E along the westerly line of the NW1/4 of said Section 1 a distance of 300.01 feet; thence N89°46'26"E 663.71 feet; thence S00°40'55"E 105.00 feet to the point of BEGINNING; thence from said point of beginning S00°40'55"E 540.02 feet; thence S89°46'26"W 470.00 feet; thence N00°40'55"W 390.00 feet; thence N72°01'47"E 492.22 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A".

PARCEL "3": (5.00 Ac.±)

COMMENCING at the northwesterly corner of said Section 1; thence from said point of commencement 800°40'55"E along the westerly line of the NW1/4 of said Section 1 a distance of 300.01 feet; thence N89°46'26"E 663.71 feet to the point of BEGINNING; thence from said point of beginning N89°46'26"E 338.00 feet; thence S00°40'55"E 645.02 feet; thence S89°46'26"W 338.00 feet; thence N00°40'55"W 645.02 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A".

PARCEL "4": (10.02 Ac.±)

COMMENCING at the northwesterly corner of said Section 1; thence from said point of commencement 800°40'55"E along the westerly line of the NW1/4 of said Section 1 a distance of 300.01 feet; thence N89°46'26"E 1001.71 feet to the point of BEGINNING; thence from said point of beginning N89°46'26"E 1265.23 feet; thence S60°56'37"W 1337.57 feet; thence S89°46'26"W 88.32 feet; thence N00°40'55"W 645.02 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A".

PARCEL "5": (10.01 Ac.±)

COMMENCING at the northwesterly corner of said Section 1; thence from said point of commencement 800°40'55"E along the westerly line of the NW1/4 of said Section 1 a distance of 300.01 feet; thence N89°46'26"E 1001.71 feet; thence S00°40'55"E 645.02 feet; thence N89°46'26"E 88.32 feet to the point of BEGINNING; thence from said point of beginning N60°56'37"E 558.57 feet; thence S48°47'17"E 438.15 feet; thence S61°05'33"E 501.96 feet; thence S89°46'26"W 2299.27 feet; thence N00°54'31"E 33.03 feet; thence N07°20'34"W 32.22 feet; thence N89°46'26"E 1047.94 feet; thence N00°40'55"W 200.01 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A".

PARCEL "6": (10.04 Ac.±)

COMMENCING at the northwesterly corner of said Section 1; thence from said point of commencement 800°40'55"E along the westerly line of the NW1/4 of said Section 1 a distance of 300.01 feet; thence N89°46'26"E 2266.94 feet to the point of BEGINNING; thence from said point of beginning N89°46'26"E 90.00 feet; thence S89°31'52"E 71.06 feet; thence S00°59'44"E 548.52 feet; thence S36°32'27"W 137.70 feet; thence S00°07'17"W 250.36 feet; thence N61°05'33"W 501.96 feet; thence N48°47'17"W 438.15 feet; thence N60°56'37"E 779.00 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A".

PARCEL "7": (10.24 Ac.)

BEGINNING at the N1/4 corner of said Section 1; thence from said point of beginning S89°31'52"E along the northerly line of the NE1/4 of said Section 1 a distance of 230.92 feet; thence S01°20'06"E 400.00 feet; thence S89°31'52"E 548.99 feet; thence S01°43'42"W 265.65 feet; thence S79°22'27"W 950.74 feet; thence N00°59'44"W 548.52 feet; thence S89°31'52"E 168.00 feet; thence N00°59'44"W 300.10 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A" and "D".

PARCEL "8": (10.09 Ac.)

COMMENCING at the N1/4 corner of said Section 1; thence from said point of commencement S89°31'52"E along the northerly line of the NE1/4 of said Section 1 a distance of 230.92 feet; thence S01°20'06"E 400.00 feet; thence S89°31'52"E 548.89 feet; thence S01°43'42"W 265.65 feet to the point of BEGINNING; thence from said point of beginning S01°43'42"W 404.75 feet; thence S25°59'32"W 155.10 feet; thence N89°31'52"W 680.00 feet; thence N89°31'52"W 256.81 feet; thence N00°07'17"E 250.36 feet; thence N36°32'27"E 137.70 feet; thence N79°22'27"E 950.74 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A".

PARCEL "9": (10.18 Ac.)

COMMENCING at the N1/4 corner of said Section 1; thence from said point of commencement S89°31'52"E along the northerly line of the NE1/4 of said Section 1 a distance of 230.92 feet to the point of BEGINNING; thence from said point of beginning continuing along said northerly line N89°31'52"E 1254.00 feet; thence S01°20'06"E 200.00 feet; thence N89°31'05"W 290.00 feet; thence S01°20'06"E 200.07 feet; thence N89°31'52"W 963.99 feet; thence N01°20'06"W 400.00 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "D".

PARCEL "10": (11.04 Ac.)

COMMENCING at the N1/4 corner of said Section 1; thence from said point of commencement S89°31'52"E along the northerly line of the NE1/4 of said Section 1 a distance of 230.92 feet; thence S01°20'06"E 400.00 feet; thence S89°31'52"E 548.99 feet to the point of BEGINNING; thence from said point of beginning S89°31'52"E 415.01 feet; thence S01°20'06"E 398.72 feet; thence S89°31'05"E 99.66 feet; thence S01°20'06"E 227.76 feet; thence S07°57'23"W 268.22 feet; thence S78°19'56"W 595.37 feet; thence N00°45'43"E 207.10 feet; thence N25°59'32"E 155.10 feet; thence N01°43'42"E 670.40 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easements "A" and "B".

PARCEL "11": (10.30 Ac.)

COMMENCING at the northeasterly corner of said Section 1; thence from said point of commencement S01°20'06"E 564.00 feet along the easterly line of the NE1/4 of said Section 1 a distance of 564.00 feet; thence N89°31'05"W 650.00 feet to the point of BEGINNING; thence from said point of beginning S01°20'06"E 235.00 feet; thence N89°31'05"W 750.00 feet; thence N01°20'06"W 598.72 feet; thence S89°31'05"E 750.00 feet; thence S01°20'06"E 363.79 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "B".

PARCEL "12": (10.52 Ac.±)

BEGINNING at the northeasterly corner of said Section 1; thence from said point of beginning S01°20'06"E along the easterly line of the NE1/4 of said Section 1 a distance of 564.00 feet; thence N89°31'05"W 650.00 feet; thence N01°20'06"W 363.79 feet; thence N89°31'05"W 460.00 feet; thence N01°20'06"W 200.00 feet to a point on the northerly line of the NE1/4 of said Section 1; thence along said line S89°31'52"E 1109.99 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "B" and APPURTENANCE THERETO Easement "D".

PARCEL "13": (10.11 Ac.±)

COMMENCING at the northeasterly corner of said Section 1; thence from said point of commencement S01°20'06"E 564.00 feet along the easterly line of the NE1/4 of said Section 1 to the point of BEGINNING; thence from said point of beginning, continuing S01°20'06"E 450.00 feet; thence S89°55'12"W 1300.00 feet; thence N01°20'06"W 227.76 feet; thence S89°31'05"E 650.34 feet; thence N01°20'06"E 235.00 feet; thence S89°31'05"E 650.00 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "D".

PARCEL "14": (10.02 Ac.±)

COMMENCING at the northeasterly corner of said Section 1; thence from said point of commencement S01°20'06"E along the easterly line of the NE1/4 of said Section 1 a distance of 1014.00 feet; thence S89°55'12"W 434.80 feet to the point of BEGINNING; thence from said point of beginning S11°23'43"E 515.00 feet; thence S88°39'54"W 836.79 feet; thence N07°57'23"E 528.22 feet; thence N89°55'12"E 865.20 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easements "B" and "D".

PARCEL "15": (10.07 Ac.±)

COMMENCING at the northeasterly corner of said Section 1; thence from said point of commencement S01°20'06"E along the easterly line of the NE1/4 of said Section 1 a distance of 1014.00 feet to the point of BEGINNING; thence continuing along said easterly line S01°20'06"E 824.00 feet; thence S88°39'54"W 623.00 feet; thence N11°23'43"E 854.53 feet; thence N89°55'12"E 434.80 feet to the point of beginning.

APPURTENANCE THERETO Easement "E".

PARCEL "16": (10.02 Ac.±)

COMMENCING at the northeasterly corner of said Section 1; thence from said point of commencement S01°20'06"E along the easterly line of the NE1/4 of said Section 1, a distance of 1838.00 feet; thence S88°39'54"W 623.00 feet to the point of BEGINNING; thence from said point of beginning S01°20'06"E 118.25 feet; thence S78°24'18"W 874.99 feet; thence N07°57'23"E 613.33 feet; thence N88°39'54"E 836.79 feet; thence S11°23'43"W 339.53 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easements "B" and "D".

PARCEL "17": (10.00 Ac.±)

COMMENCING at the N1/4 corner of said Section 1; thence from said point of commencement S00°59'44"E along the westerly line of the NE1/4 of said Section 1 a distance of 1210.40 feet; thence S89°31'52"E 680.00 feet; thence S00°45'43"W 207.10 feet to the point of BEGINNING; thence from said point of beginning N78°19'58"E 595.37 feet; thence S07°57'23"W 873.33 feet; thence S80°46'25"W 476.53 feet; thence N00°22'05"E 380.97 feet; thence N00°45'43"E 440.00 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A".

PARCEL "18": (10.06 Ac.±)

COMMENCING at the N1/4 corner of said Section 1; thence from said point of commencement S00°59'44"E along the westerly line of the NE1/4 of said Section 1 a distance of 1210.40 feet to the point of BEGINNING; thence from said point of beginning S89°31'52"E 680.00 feet; thence S00°45'43"W 647.10 feet; thence S89°49'15"W 660.00 feet to the westerly line of the NE1/4 of said Section 1; thence along said line N00°59'44"W 654.77 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A".

PARCEL "19": (10.00 Ac.±)

COMMENCING at the N1/4 corner of said Section 1; thence from said point of commencement S00°59'44"E along the westerly line of the NE1/4 of said Section 1 a distance of 1865.17 feet to the point of BEGINNING; thence from said point of beginning N89°49'15"E 660.00 feet; thence S00°22'05"W 380.97 feet; thence S08°45'39"W 301.20 feet; thence S89°49'15"W 600.00 feet to the westerly line of the E1/2 of said Section 1; thence along said line N00°59'44"W 678.66 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A".

PARCEL "20": (10.16 Ac.±)

COMMENCING at the SE1/4 corner of said Section 1; thence from said point of commencement N00°59'44"W along the westerly line of the SE1/4 of said Section 1 a distance of 2101.35 feet; thence N89°49'15"E 600.00 feet to the point of BEGINNING; thence from said point of beginning N00°45'39"E 301.20 feet; thence N80°46'25"E 476.53 feet; thence S01°20'06"E 981.61 feet; thence S89°49'15"W 384.00 feet; thence N14°18'07"W 627.92 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A".

PARCEL "21": (10.01 Ac.±)

COMMENCING at the southeasterly corner of said Section 1; thence from said point of commencement N01°20'06"W along the easterly line of said Section 1, a distance of 2075.79 feet; thence N88°39'54"W 623.00 feet to the point of BEGINNING; thence from said point of beginning N88°39'54"W 861.00 feet; thence N01°20'06"W 428.25 feet; thence N78°24'18"E 874.99 feet; thence S01°20'06"E 584.10 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easements "B" and "D".

PARCEL "22": (10.05 Ac.±)

COMMENCING at the southeasterly corner of said Section 1; thence from said point of commencement N01°20'06"W along the easterly line of said Section 1, a distance of 1745.79 feet to the point of BEGINNING; thence from said point of beginning N88°39'54"W 623.00 feet; thence N01°20'06"W 702.35 feet; thence N88°39'54"E 623.00 feet to the easterly line of said Section 1; thence S01°20'06"E along said easterly line a distance of 702.35 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "E".

PARCEL "23" (10.01 Ac.)

COMMENCING at the southeasterly corner of said Section 1; thence from said point of commencement N01°20'06"W along the easterly line of said Section 1, a distance of 1329.36 feet to the point of BEGINNING; thence from said point of beginning S89°49'15"W 629.85 feet; thence N05°03'56"E 738.34 feet; thence S88°39'54"E 547.44 feet to the easterly line of Section 1; thence S01°20'06"E 746.43 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A".

PARCEL "24" (10.02 Ac.)

COMMENCING at the southeasterly corner of said Section 1; thence from said point of commencement N01°20'06"W along the easterly line of said Section 1 a distance of 662.02 feet to the point of BEGINNING; thence from said point of beginning S89°49'15"W 660.00 feet; thence N01°20'06"W 397.97 feet; thence N05°03'56"E 270.44 feet; thence S89°49'15"E 629.85 feet to the easterly line of said Section 1; thence S01°20'06"E 667.34 feet along said line to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A".

PARCEL "25" (10.03 Ac.)

BEGINNING at the southeasterly corner of said Section 1; thence from said point of beginning S89°49'15"W along the southerly line of the SE 1/4 of said Section 1 a distance of 660.00 feet; thence N01°20'06"W 662.03 feet; thence S89°49'15"E 660.00 feet to a point on the easterly line of the SE 1/4 of said Section 1; thence S01°20'06"E 662.02 feet along said line to the point of beginning.

APPURTENANCE THERETO Easement "A".

PARCEL "26" (10.07 Ac.)

COMMENCING at the southeasterly corner of said Section 1; thence from said point of commencement N01°20'06"W along the easterly section line of said Section 1 a distance of 1329.36 feet; thence S89°49'15"W 629.85 feet to the point of BEGINNING; thence from said point of beginning S05°03'56"W 270.44 feet; thence S89°49'15"W 383.02 feet; thence N01°20'06"W 994.76 feet; thence S88°39'54"E 495.40 feet; thence S05°03'56"W 738.34 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easements "A" and "B".

PARCEL "27" (10.03 Ac.)

COMMENCING at the southeasterly corner of said Section 1; thence from said point of commencement N01°20'06"W along the easterly section line of said Section 1 a distance of 2075.79 feet; thence S88°39'54"W 1042.84 feet to the point of BEGINNING; thence from said point of beginning S01°20'06"E 994.76 feet; thence S89°49'15"W 441.25 feet; thence N01°20'06"W 985.86 feet; thence S88°39'54"E 441.16 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easements "A" and "B".

PARCEL "28" (10.03 Ac.)

COMMENCING at the southeasterly corner of said Section 1; thence from said point of commencement S89°49'15"W 660.00 feet along the southerly line of said Section 1; thence N01°20'06"W 530.00 feet to the point of BEGINNING; thence from said point of beginning S89°49'15"W 824.27 feet; thence N01°20'06"W 530.00 feet; thence S89°49'15"E 824.27 feet; thence S01°20'06"E 530.00 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "F".

PARCEL "29": (10.03 Ac.±)

COMMENCING at the southeasterly corner of said Section 1; thence from said point of commencement S89°49'15"W 660.00 feet along the southerly line of the SE1/4 of said Section 1 to the point of BEGINNING; thence from said point of beginning continuing along said southerly line S89°49'15"W 824.27 feet; thence leaving said line N01°20'06"W 530.00 feet; thence N89°49'15"E 824.27 feet; thence S01°20'06"E 530.00 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "F".

PARCEL "30": (10.00 Ac.±)

COMMENCING at the southeasterly corner of said Section 1; thence from said point of commencement S89°49'15"W 1484.27 feet along the southerly line of the SE1/4 of said Section 1 to the point of BEGINNING; thence from said point of beginning continuing along said southerly line S89°49'15"W 876.03 feet; thence leaving said line N01°20'06"W 497.50 feet; thence N89°49'15"E 876.03 feet; thence S01°20'06"E 497.50 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easements "C" and "F".

PARCEL "31": (10.00 Ac.±)

COMMENCING at the southeasterly corner of said Section 1; thence from said point of commencement S89°49'15"W along the southerly line of the SE1/4 of said Section 1 a distance of 1484.27 feet; thence N01°20'06"W 497.50 feet to the point of BEGINNING; thence from said point of beginning S89°49'15"W 876.03 feet; thence N01°20'06"W 497.50 feet; thence N89°49'15"E 876.03 feet; thence S01°20'06"E 497.50 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "C".

PARCEL "32": (10.00 Ac.±)

COMMENCING at the southeasterly corner of said Section 1; thence from said point of commencement S89°49'15"W along the southerly line of the SE1/4 of said Section 1 a distance of 1484.27 feet; thence N01°20'06"W 995.00 feet to the point of BEGINNING; thence from said point of beginning S89°49'15"W 876.03 feet; thence N01°20'06"W 497.50 feet; thence N89°49'15"E 876.03 feet; thence S01°20'06"E 497.50 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A" and "C".

PARCEL "33": (10.01 Ac.±)

COMMENCING at the S1/4 corner of said Section 1; thence from said point of commencement N00°59'44"W 1387.36 feet along the westerly line of the SE1/4 of said Section 1 to the point of BEGINNING; thence from said point of beginning continuing along said westerly line N00°59'44"W 713.99 feet; thence leaving said line N89°49'15"E 600.00 feet; thence S14°18'07"W 627.92 feet; thence S89°49'15"W 492.03 feet; thence S01°20'06"W 105.00 feet; thence S89°49'15"W 253.13 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A".

PARCEL "34" (10.01 Ac.±)

COMMENCING at the S1/4 corner of said Section 1; thence from said point of commencement S89°46'25"W along the southerly line of the SW1/4 of said Section 1 a distance of 248.60 feet; thence N00°59'44"W 429.11 feet to the point of BEGINNING; thence from said point of beginning N00°59'44"W 766.00 feet; thence N89°46'25"E 248.60 feet; thence N00°59'44"W 192.25 feet; thence N89°49'18"E 253.13 feet; thence S01°20'06"E 958.14 feet; thence S89°46'25"W 507.40 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "d" and "e".

PARCEL "37" (5.00 Ac.±)

COMMENCING at the S1/4 corner of said Section 1; thence from said point of commencement S89°46'25"W 741.73 feet along the southerly line of the SW1/4 of said Section 1 to a point on the easterly right-of-way line of HARDESTY ROAD; thence northerly along said line N27°45'54"W 53.50 feet to the point of BEGINNING; thence from said point of beginning continuing along said right-of-way line N27°45'54"W 72.75 feet; thence leaving said right-of-way line N00°59'44"W 686.65 feet; thence N89°46'25"E 850.00 feet; thence S33°48'04"W 906.28 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easements "c" and "d".

PARCEL "38" (5.01 Ac.±)

COMMENCING at the S1/4 corner of said Section 1; thence from said point of commencement S89°46'25"W along the southerly line of the SW1/4 of said Section 1 a distance of 248.60 feet to the point of BEGINNING; thence from said point of beginning continuing along said southerly line S89°46'25"W 493.13 feet to a point on the easterly right-of-way line of HARDESTY ROAD; thence along said right-of-way line N27°45'54"W 53.50 feet; thence leaving said right-of-way line N33°48'04"E 906.28 feet; thence S00°59'44"E 798.61 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easements "c" and "d".

PARCEL "39" (5.01 Ac.±)

BEGINNING at the S1/4 corner of said Section 1; thence from said point of beginning S89°46'25"W along the southerly line of the SW1/4 of said Section 1 a distance of 248.60 feet; thence N00°59'44"W 429.11 feet; thence N89°46'25"E 807.40 feet; thence S01°20'06"E 429.36 feet to a point on the southerly line of the SW1/4 of said Section 1; thence along said line S89°46'18"W 281.28 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "d".



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Spokane Co WA

AFTER RECORDING RETURN TO:

Drew M. Bodker
1401 S. Grand Blvd. #203 N
Spokane, Washington 99203

INDEXING DATA

DOCUMENT TITLE: First Amendment to Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Grandview Estates

REFERENCE NUMBERS: 9512120241; 9503090359; and 4024007

GRANTORS: J. Stanley Fasules, LLC, a Washington limited liability company; APG Limited Partnership, a Texas limited partnership; Timothy R. Rahmn and Katherine J. Rahmn; Edward J. English and Susan L. English; Mike Dawson and Debra K. Dawson; and Jeffrey W. Robinson.

GRANTEES: J. Stanley Fasules, LLC, a Washington limited liability company; APG Limited Partnership, a Texas limited partnership; Timothy R. Rahmn and Katherine J. Rahmn; Edward J. English and Susan L. English; Mike Dawson and Debra K. Dawson; and Jeffrey W. Robinson.

ABBREVIATED LEGAL: Parcels 1 through 34, 37, 38, and 39 of Surveys recorded under Auditor's #9503090359, Book 64, Pages 10-15, and under Auditor's #4024007, Book 71, Pages 87 and 88. Section 1 and NE ¼ of Section 2, T28N, R43 EWM

TAX PARCEL NOS.: 38011.9058; .9059; .9060; .9061; .9062; .9063; .9064; .9067
38012.9051; .9052; .9053; .9054; .9055; 38016.9050;
38013.9086; .9087; 38014.9069; .9070; .9072; .9073; .9074;
38013.9075; .9076; .9077; .9078; .9079; .9080; .9081; .9082
38015.9056; .9057; .9065; .9066; .9068; .9071; .9083; .9088



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**FIRST AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND
RESERVATION OF EASEMENTS FOR
GRANDVIEW ESTATES**

This First Amendment to Declaration of Covenants, Conditions, Restrictions and Reservation of Easement for Grandview Estates (*hereinafter referred to as "First Amendment"*) has been executed for the purposes of modifying that certain Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Grandview Estates, recorded December 12, 1995, under Spokane County Auditor's No. 9512120241 (*hereinafter referred to as the "Declaration"*) affecting the real property legally described on said Declaration, and as described as Parcels 1-34, 37, 38 and 39 of Surveys recorded under Auditor's Nos. 9503090359 and 4024007.

Accordingly, the Declaration is hereby modified and clarified by the undersigned, representing 100% of the total ownership of Grandview Estates, as follows:

Section 6.3, Land Use and Building Type, is hereby amended to delete the sentence which states: "Manufactured homes, including mobile or modular home are allowed with ARC approval."

The following wording shall be inserted in placed of the foregoing stricken language: "Only site constructed, stick-built homes are permitted and no manufactured homes, mobile homes or modular homes shall be allowed, provided however, that this restriction shall not apply to Parcels 2 and 37."

This Section 6.3 is also hereby amended to delete the following wording: "except that "pit-set" or full permanent masonry foundations are allowed for manufactured homes." Section 6.3, as amended, shall now read in full, as follows:

6.3 Land Use and Building Type. No buildings shall be erected, altered, placed, or permitted to remain on any parcel other than one detached single family dwelling not to exceed two stores in height above the highest grade level of the house, a private garage for not less than two (2) automobiles, boats, trailers and the like, for family use, two (2) outbuildings, and one (1) guest house. Any guest house must be similar in design, construction and appearance, (*including roofing and siding of the same material*) to the main residence, and may not be greater than 1,000 square feet in size. Only site constructed, stick-built homes are permitted and no manufactured homes, mobile homes or modular homes shall be allowed, provided however, that this restriction shall not apply to Parcels 2 and 37. No fifth-wheel RV's, RV vehicles, or tent-trailers can be used as living quarters except for short periods of time not exceeding three (3) continuous weeks and except during the course of construction of the residence, subject to the approval of the ARC and subject to County Health regulations. All residences must have (i) poured concrete foundations, (ii) minimum of 1,200 square feet of finished living space on the main floor, (iii) roofs with not less than a 3/12 pitch, and (iv) earth -tone or white exterior colors, including roofs. All siding materials for residences and outbuildings must receive prior ARC approval, as is more particularly set forth in Section 7, hereinafter. All residences must have completed exteriors within six (6) months of the



start of construction, and all residences must be completely finished within one (1) year of the start of construction. All owners and their contractors shall clean up and remove scrap materials from the parcel on a daily basis as the construction progresses so as to prevent unsightly and unsafe conditions.

Except as expressly modified by this First Amendment, the Declaration shall remain in full force and effect, and all provisions of this First Amendment shall be deemed incorporated by reference into the Declaration. In the event of any conflict between the provisions of this First Amendment and the Declaration, the terms of this First Amendment shall prevail.

The undersigned, constituting 100% of the Owners of property subject to the Declaration, have executed this First Amendment to Declaration of Covenants, Conditions and Restrictions for Grandview Estates, and this First Amendment shall, once recorded in the office of the Spokane County Auditor, be deemed effective as of the date of recording.

Dated this 28 day of February, 2000.

J. Stanley Fasules, LLC

APG Limited Partnership

By /s/
J. Stanley Fasules
Member-Manager

By: The Guarino Family Trust

/s/
Edward J. English

By Alexander Guarino
Alexander Guarino - Trustee

By Patricia Guarino
Patricia Guarino - Trustee

/s/
Susan L. English

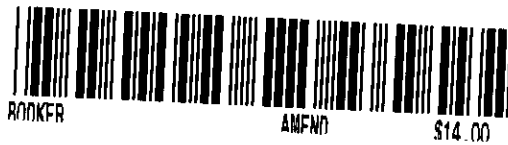
Michael Dawson
Mike Dawson

Timothy R. Rahmn
Timothy R. Rahmn

John K. Dawson
Debra R. Dawson

Katherine J. Rahmn
Katherine J. Rahmn

/s/
Jeffrey W. Robinson



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start of construction, and all residences must be completely finished within one (1) year of the start of construction. All owners and their contractors shall clean up and remove scrap materials from the parcel on a daily basis as the construction progresses so as to prevent unsightly and unsafe conditions.

Except as expressly modified by this First Amendment, the Declaration shall remain in full force and effect, and all provisions of this First Amendment shall be deemed incorporated by reference into the Declaration. In the event of any conflict between the provisions of this First Amendment and the Declaration, the terms of this First Amendment shall prevail.

The undersigned, constituting 100% of the Owners of property subject to the Declaration, have executed this First Amendment to Declaration of Covenants, Conditions and Restrictions for Grandview Estates, and this First Amendment shall, once recorded in the office of the Spokane County Auditor, be deemed effective as of the date of recording.

Dated this 28 day of February, 2000.

J. Stanley Fasules, LLC

By J. Stanley Fasules
J. Stanley Fasules
Member-Manager

Edward J. English
Edward J. English

Susan L. English
Susan L. English

Timothy R. Rahmn
Timothy R. Rahmn

Katherine J. Rahmn
Katherine J. Rahmn

APG Limited Partnership

By: The Guarino Family Trust

By Alexander Guarino
Alexander Guarino – Trustee

By Patricia Guarino
Patricia Guarino – Trustee

/s/
Mike Dawson

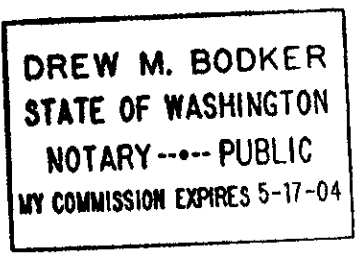
/s/
Debra R. Dawson
Jeffrey W. Robinson
Jeffrey W. Robinson



STATE OF WASHINGTON)
) ss.
 County of Spokane)

On this 1st day of August, 2000, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared J. Stanley Fasules to me known to be the Member-Manager of J. Stanley Fasules, LLC, the limited liability company that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

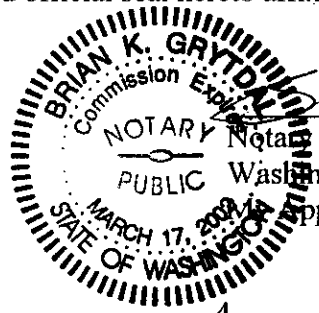


[Signature]
 Notary Public in and for the State of
 Washington, residing at Spokane
 My Appointment Expires: 5-17-04

STATE OF WASHINGTON)
) ss.
 County of Spokane)

On this 28th day of Feb, 2000, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Alexander Guarino and Patricia Guarino to me known to be the Trustees of the Guarino Family Trust, as Partner of APG Limited Partnership, and acknowledged the said instrument to be the free and voluntary act and deed of said Limited Partnership, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.



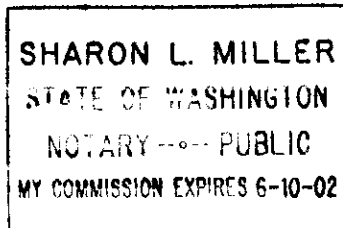
[Signature]
 Notary Public in and for the State of
 Washington, residing at Spokane
 My Appointment Expires: March 17, 2002



STATE OF WASHINGTON)
) ss.
County of Spokane)

On this day personally appeared before me Edward J. English and Susan L. English to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13th day of July, 2000.



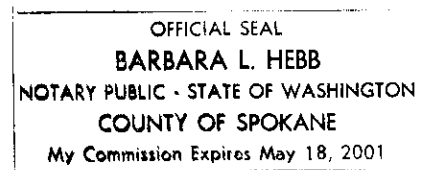
Sharon L. Miller
Notary Public in and for the State of
Washington, Residing at Spokane
My Appointment Expires: 6-10-04

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this day personally appeared before me Mike Dawson and Debra R. Dawson to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of July, 2000.

Barbara Hebb
Notary Public in and for the State of
Washington, Residing at Spokane
My Appointment Expires: 5-18-2001



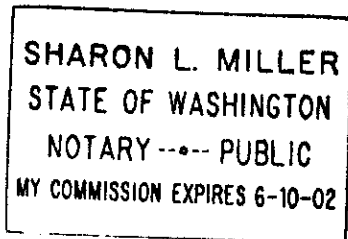


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Spokane Co. WA

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this day personally appeared before me Timothy R. Rahmn and Katherine J. Rahmn to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7th day of March, 2000.

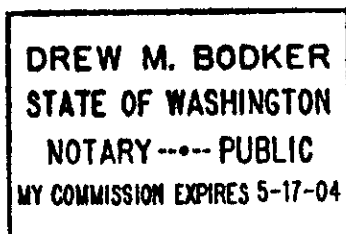


Sharon L. Miller
Notary Public in and for the State of
Washington, Residing at Spokane
My Appointment Expires:

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this day personally appeared before me Jeffrey W. Robinson to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of July, 2000.



Drew M. Bodker
Notary Public in and for the State of
Washington, Residing at Spokane
My Appointment Expires: 5-17-04

AFTER RECORDING RETURN TO

Layman, Layman & Robinson, PLLP
S. 601 Division St.
Spokane, WA 999202-1335



LAYMAN, LAYMAN & ROBINSON

AMEND \$45.00

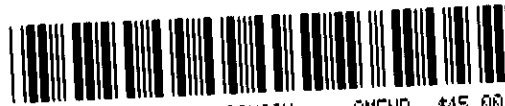
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INDEXING DATA

DOCUMENT TITLE:	Second Amendment to Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Grandview Estates
REFERENCE NUMBERS:	9512120241; <i>BK 1804-p610</i> ; and 4505091
GRANTORS	Grandview Estates Homeowners' Association
GRANTEES	The public
ABBREVIATED LEGAL:	Parcels 1 through 34, 37, 38, and 39 of Surveys recorded under Auditor's #9503090359, Book 64, Pages 10-15, and under Auditor's #4024007, Book 71, Pages 87 and 88. Section 1 and NE ¼ of Section 2, T28N, R43 EWM
ASSESSOR'S TAX PARCEL ID NOS.:	98011.9058; .9859; .9060; .9061; .9062; .9063; .9064; .9067; 38012.9051; .9052; .9053; .9054; .9055; 38016.9050; 38013.9086; .9087; 38014.9069; .9070; .9072; .9073; .9074; 38013.9075; .9076; .9077; .9078; .9079; .9080; .9081; .9082; 38015.9056; .9057; .9065; .9066; .9068; .9071; .9083; .9088



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***SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
RESERVATION OF EASEMENTS FOR GRANDVIEW ESTATES***



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**SECOND AMENDMENT
TO THE
DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
GRANDVIEW ESTATES**

The undersigned are the Board of Directors of Grandview Estates Homeowners' Association, a Washington non-profit corporation, doing business under the laws of the state of Washington, under the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Grandview Estates ("Declaration"), recorded in Spokane County, Washington, on December 12, 1995, as instrument number 9512120241 and First Amendment to Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Grandview Estates ("First Amendment"), recorded in Spokane County, Washington, on August 7, 2000 as instrument number 4505091. Grandview Estates is legally described in the Declaration, and is described as Parcels 1-34, 37, 38 and 39 of Surveys under Auditor's Nos. 9503090359 and 4024007 (hereinafter referred to as the "Property").

Pursuant to Section 10.2 of said Declaration, the Board of Directors hereby amends and adopts the following Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Grandview Estates.

1. Section 6.3. LAND USE AND BUILDING TYPE. currently reads as follows:

6.3. LAND USE AND BUILDING TYPE. No buildings shall be erected, altered, placed, or permitted to remain on any parcel other than one detached single family dwelling not to exceed two stories in height above the highest grade level of the house, a private garage for not less than two (2) automobiles, boats, trailers and the like, for family use, two outbuildings, and one guest house. Any guest house must be similar in design construction and appearance, *(including roofing and siding of the same material)* to the main residence, and may not be greater than 1,000 square feet in size. Only site constructed, stick-built homes are permitted and no manufactured homes, mobile homes or modular homes shall be allowed, provided however, that this restriction shall not apply to Parcels 2 and 37. No fifth-wheel RV's, RV vehicles, or tent-trailers can be used as living quarters except for short periods of time not exceeding three (3) continuous weeks and except during the course of construction of the residence, subject to the approval of the ARC and subject to County Health regulations. All residences must have (i) poured concrete foundations, (ii) minimum of 1,200 square feet of finished



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living space on the main floor, (iii) roofs with not less than a 3/12 pitch, and (iv) earth-tone or white exterior colors, including roofs. All siding materials for residences and outbuildings must receive prior ARC approval, as is more particularly set forth in Section 7, hereinafter. All residences must have completed exteriors within six (6) months of the start of construction, and all residences must be completely finished within one (1) year of the start of construction. All owners and their contractors shall clean up and remove scrap materials from the parcel on a daily basis as the construction progresses so as to prevent unsightly and unsafe conditions.

Section 6.3 is hereby amended to read as follows:

6.3. Land Use and Building Type.

6.3.1. Buildings Permitted. No buildings shall be erected, altered, placed, or permitted to remain on any parcel other than one detached single family dwelling ("Primary Residence") not to exceed two stories in height above the highest grade level of the parcel, a private garage for not less than two (2) automobiles, boats, trailers and the like, two outbuildings (as described in this Section 6.3) and one guest house.

6.3.1.1. Primary Residence. All Primary Residences shall have (i) poured concrete foundations; (ii) a minimum of 1,600 square feet of finished living space on the main floor; (iii) roofs with not less than a 5/12 pitch for hipped style and 6/12 for gable style; and (iv) earth-tone or white exterior colors.

6.3.1.2. Outbuildings. A maximum of two Outbuildings, with a maximum combined square footage of 3,200 square feet, are permitted on each parcel. Excluded from this limitation are a detached garage, play house, pump house or dog house, and any building used to store equipment for the Association. No Quonset Huts or similar structures are allowed on any parcel. No Outbuildings may be used for permanent or temporary residence purposes.

6.3.1.3. Guest Houses. Any Guest House must be similar in design and appearance, including without limitation roofing and siding with the same material and color to the Primary Residence. The Guest House may not exceed 1,200 square feet of finished living space on the main floor.

6.3.2. Construction Methods. No construction method shall be disallowed or proscribed so long as such method conforms to all applicable laws, rules and regulations and all requirements of this Declaration, or any amendments thereto. Manufactured Homes, as defined in 42 U.S.C.A., Chapter 70 or any amendments thereto, are prohibited on all parcels, exclusive of parcels 2 and 37.



6.3.3. Construction. All Primary Residence exteriors shall be completed within six (6) months of the start of construction, and all Primary Residences must be completely finished within one (1) year of the start of construction. All Owners and their contractors shall clean up and remove scrap materials from the parcel on a daily basis. Scrap materials shall be moved to a designated pile and such pile shall be removed on a monthly basis. This is to prevent unsightly and unsafe conditions.

6.3.4. Temporary Living Quarters. Fifth wheel Recreational Vehicle's, Recreational vehicles or tent trailers may be used as temporary living quarters for no longer than three (3) consecutive weeks and except during the course of construction of the Primary Residence, subject to the approval of the Architectural Control Committee and County Health Regulations.

2. Section 6.5. Outbuildings. is hereby deleted.
3. Section 6.7. Nuisances/Outdoor Lighting. currently reads as follows:

6.7. Nuisances/Outdoor Lighting. No noxious or offensive activity shall be carried on upon any parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other Association members. All exterior lighting must be indirect lighting so as not to be visible to other parcels.

Section 6.7. is hereby amended to read as follows:

6.7. Nuisances/Outdoor Lighting. No noxious or offensive activity shall be carried on upon any parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other Association members. All exterior lighting must be indirect lighting.

4. Section 6.10. Domestic Animals. currently reads as follows:

6.10. Domestic Animals. A maximum of three (3) adult dogs per household shall be allowed with the understanding that said dogs shall be restricted to the Owner's parcel and they shall not be allowed to run off the Owner's property. Dogs which are classified as "vicious or potentially dangerous", as defined by the Spokane County Animal Control or Spokane County Ordinances, shall not be allowed, and no wolves, coyotes, Doberman Pinchers, Pit-bull Terriers, or Rottweilers, or dogs which are a mix of these breeds or animals shall be allowed on any Parcel. Owners of any parcel shall not allow dogs to bark in any manner as may annoy or become a nuisance to the other Owners regardless as to whether said barking occurs in the daytime or at night, and all Owners shall ensure that their dogs do not annoy other neighbors with said barking. Not more than three (3) large domestic animals shall be permitted on any parcel, but no pigs, swine, goats, sheep or cattle of any kind are permitted. Horses, llamas, or



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other large domestic animals must be corralled and stabled, and said corrals may not be larger than 125 square feet. No fowl of any kind shall be allowed. No domestic animals shall be kept which habitually make loud or disturbing noises or create uncontrollable dust. All animals shall be kept for the use and pleasure of the occupants and not for commercial purposes. In the event any Owner should violate this Paragraph 6.10, then the Board of Directors or Declarant may, upon proper notice and hearing as provided in the Bylaws, take proper action to remedy the violation, including the removal of the offending dog or animal from the Project.

Section 6.10. is hereby amended to read as follows:

Section 6.10. Domestic Animals.

6.10.1. Limitations. Each parcel is limited to a maximum of three (3) dogs or cats. Additionally, each parcel may have a maximum of three (3) large animals, including horses and llamas or similar animals.

6.10.2. Control of Animals. Animals shall be restricted to the Owner's parcel and shall not be allowed to run off the Owner's parcel. Large animals, such as horses or llamas, must be corralled or stabled, said corrals must not be larger than 125 feet x 125 feet. All plans and materials for corrals must be submitted to the Architectural Control Committee for approval.

6.10.3. Domestic Animals Only. Only animals used for domestic purposes shall be allowed on any parcel with the exception of weight bearing animals such as horses or llamas. No agricultural animals or animals kept solely for commercial purposes are permitted.

6.10.4. No Vicious Animals. No animals which are classified as "vicious or potentially vicious," as defined by the Spokane County Animal Control or Spokane County Ordinances are allowed on any parcel.

6.10.5. Barking. Owners of any parcel shall not allow dogs to bark in any manner or become a nuisance to the other Owners regardless as to whether said barking occurs in the daytime or at night.

6.10.6. Removal of Nuisance Animals. In the event any Owner shall violate this Section 6.10, then the Board of Directors may, upon proper notice and hearing as provided in the Bylaws, take proper action to remedy the violation, including the removal of the offending dog or animal from the Property.

5. Section 6.11. Garbage and Refuse Disposal. currently reads as follows:

Section 6.11. Garbage and Refuse Disposal. No parcel shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary



containers. All incinerators and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and shall be concealed from public view by either being set in the ground, by being placed in a building or placed behind a screen or other barrier.

Section 6.11. is hereby amended to read as follows:

Section 6.11. Garbage and Refuse Disposal.

6.11.1. Dumping and Waste Management. No parcel shall be used or maintained as a dumping ground for rubbish. Trash, garbage, hazardous waste and other similar materials shall not be kept except in sanitary containers.

6.11.2. Waste Burning. No household waste shall be burned on any parcel. Incinerators are prohibited.

6.11.3. Yard Waste Disposal. Disposal by burning of yard waste or other lot cleanup items such as branches and leaves is permitted so long as it is done in a safe manner in accordance to applicable laws. All such burning must be conducted in a method approved by the applicable Spokane County agency.

6. Section 6.13. Miscellaneous. currently reads as follows:

6.13. Miscellaneous. No perimeter parcel fencing shall be permitted. No privacy fences may be erected that are more than six (6') feet in height, nor any closer than seventy-five (75') feet from an adjoining parcel in the Property. Cyclone fencing is allowed, but any vertical slats must be earth-tone. No security lights are allowed which interfere with neighbors. No clotheslines shall be permitted. No hunting (including bowhunting) or trapping is allowed, nor is the shooting of firearms or fireworks to be allowed.

Section 6.13. is hereby amended to read as follows:

6.13. Miscellaneous.

6.13.1. Perimeter Fencing. No perimeter parcel fencing shall be permitted. No privacy fences may be erected that are more than six (6') feet in height, nor any closer than seventy-five (75') feet from an adjoining parcel in the Property. Cyclone fencing is permitted, so long as all vertical slats are earth-tone in color.

6.13.2. Clotheslines. Clotheslines shall be allowed if they are out of view from all other neighbors and provided that they are no closer than seventy five (75') feet from adjoining parcels.



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Spokane Co, WA

6.13.3. Hunting, Shooting and Fireworks. No hunting, trapping or killing of wildlife is allowed in any form. The shooting of firearms or the use fireworks is prohibited on the Property.

7. Section 6.14. Timber. currently reads as follows:

6.14. Timber. In the interest of preserving and enhancing the health and perpetuation of the forest located throughout the Property, each owner agrees that no timber shall be removed from any parcel except for clearing and maintenance of building sites for residences, outbuildings and animal enclosures, view corridors, landscape areas and site improvements, as limited herein, and except for clearing of areas of trees deemed by an accredited arboriculturist as disease infested or fire damaged beyond repair.

Section 6.14. is hereby amended to read as follows:

6.14. Timber.

6.14.1. Preservation of Forested Lands. No timber shall be removed from any parcel for any reason other than the exceptions listed in Section 6.14.2.

6.14.2. Timber Removal Exceptions. Timber may be removed for the clearance and maintenance of building sites for residences, outbuildings, animal enclosures, view corridors, parcel access and to minimize fire dangers. Removal of timber for any other reason not discussed in this Section must be approved by the Board of Directors in writing.

6.14.3. Timber for Profit. Removal of timber for profit is prohibited.

8. Section Seven ARCHITECTURAL CONTROL currently reads as follows:

7.1 ARCHITECTURAL CONTROL DURING DEVELOPMENT. Under such time as the Declarant has sold ninety percent (90%) of the parcels, or eight (8) years has passed since the recording of this Declaration, or Declarant has otherwise voluntarily relinquished management, whichever shall first occur, the Architectural Control Committee shall consist solely of Gale Farup, the General Manager of Declarant. All submissions to the Architectural Control Committee shall be acted upon within fifteen (15) business days after submission, and the failure of the Architectural control Committee to approve or reject within said fifteen (15) day period shall constitute an automatic approval.

No buildings shall be erected, placed or altered on any parcel within the Project until plans and specifications for said building have been submitted to and approved by the Architectural Control Committee pertaining to the quality of the workmanship, materials,



harmony of external design and colors with existing structures, and as to location with respect to topography and finish grade elevation.

Neither Declarant, nor the Architectural Control Committee, or any member thereof, nor their duly authorized representative shall be liable to the Association, or to any Owner for any loss, damage or injuring arising out of or in any way connected with the performance of the Architectural Control Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Committee.

7.2 ARCHITECTURAL CONTROL AFTER DEVELOPMENT. After the Declarant has ceased management of the Project, as described in Section 7.1, above, the Architectural Control Committee shall consist of three members, all of which shall be elected by the Board of Directors.

7.3 PROHIBITION AGAINST ALTERATION. No structure, improvement, or alteration of any kind, including landscaping within the Project, shall be commenced, erected, painted, or maintained upon any part of the Property until the plans for same have been approved in writing by the Architectural Control Committee.

7.4 PLANS AND APPROVAL. The Architectural Control Committee may develop and make available to all Owners within the Project, a set of rules and guidelines to assist Owners in preparing plans under this Section. The rules and guidelines shall not be binding upon the Committee, but shall set forth general criteria to be considered by the Committee in evaluating a particular application for Committee approval.

Plans and specifications showing the nature, kind, shape, color, size, materials and location of any such planned structure, improvement, or alteration shall be submitted to the Committee for approval as to the quality of workmanship and design, as well as harmony of external design with the existing structures, and also as to the location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to rebuild in accordance with Declarant's original plans and specifications or to rebuild in accordance with the plans and specifications previously approved by this or a predecessor Committee.

All submissions to the Architectural Control Committee shall be acted upon within fifteen (15) business days after submission, and failure of the Architectural Control Committee to approve or reject within said fifteen (15) business day period shall constitute an automatic approval.

ARC's consent to any propose [sic] work shall automatically be revoked one year after issuance unless construction of the work has been commenced or the Owner has applied for and received an extension of time from the ARC.

Section Seven ARCHITECTURAL CONTROL is hereby amended to read as follows:

SECTION SEVEN

ARCHITECTURAL CONTROL

7.1. Architectural Control.

7.1.1. Requirement of Submissions for New Construction or Alterations. No buildings shall be commenced, erected, placed, improved or altered on any parcel within the Project until plans and specifications for said building have been submitted to and approved by the Architectural Control Committee pertaining to the quality of the workmanship, materials, harmony of external design and colors with existing structures, and as to location with respect to topography and finish grade elevation.

7.1.2. Architectural Control Committee Actions. All submissions to the Architectural Control Committee shall be acted upon within thirty (30) days after submission. Failure of the Architectural Control Committee to approve or reject the submissions with thirty (30) days shall constitute an automatic approval.

7.1.3. Expiration of Approval. The consent and approval by the Architectural Control Committee of any project (including without limitation new construction, modification or improvement) shall automatically expire one calendar year from the date of approval unless construction has commenced or the applicant has applied for and received an extension from the Architectural Control Committee.

7.2. Limitation of Liability. Neither the Architectural Control Committee, the Board of Directors or any member thereof, nor their duly authorized representatives shall be liable to the Association, or to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Control Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Committee.

7.3. Rebuilding of Damaged or Destroyed Structures. No approval from the Architectural Control Committee shall be required to rebuild or repair any damaged or destroyed structures to specification previously approved by the current or any previous Architectural Control Committee.

9. The Sections, as amended above, shall hereby supercede and replace the Sections of the Declaration and First Amendment, as previously written and recorded on December 12, 1995,

and August 7, 2000, respectively. The remaining Sections of the Declaration and First Amendment shall remain in full force and effect except as hereby amended herein.

Pursuant to Section 10.2 of the Declaration this Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Grandview Estates was approved by vote of at least seventy five (75%) of the members of the Grandview Estates Homeowners' Association on November 28, 2006.

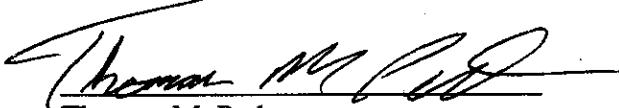
IN WITNESS WHEREOF, the undersigned Board of Directors have executed this Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Grandview Estates on behalf of Grandview Estates Homeowners' Association. This Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Grandview Estates shall, once recorded in the office of the Spokane County Auditor, be deemed effective as of the date of recording.

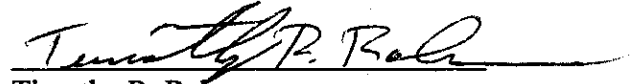
Dated this 11th day of April, 2007.

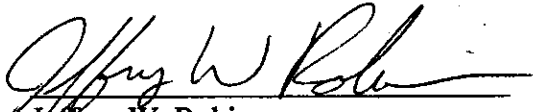
BOARD OF DIRECTORS


 Joseph M. Chapman


 Theodore R. Hay


 Thomas M. Pederson


 Timothy R. Rahmn


 Jeffrey W. Robinson



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AMEND \$45.00

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Spokane Co., WA

STATE OF WASHINGTON)

)ss.

County of Spokane)

I, David Haider, a notary public in and for the State of Washington, do hereby certify that on this 5 day of April, 2007, personally appeared before me THOMAS M. PEDERSON, who, being by me first duly sworn, declared that he is a Director of GRANDVIEW ESTATES HOMEOWNERS' ASSOCIATION, INC., that he signed the foregoing document as a Director of GRANDVIEW ESTATES HOMEOWNERS' ASSOCIATION, INC., and that he is authorized to sign on behalf of GRANDVIEW ESTATES HOMEOWNERS' ASSOCIATION, INC.

Witness my hand and official seal hereto affixed the day and year first above written.



Notary Public in and for the State of Washington

Residing at: 509 NSullivan St, Spokane Valley WA 99037My Commission Expires: 01/23/2011

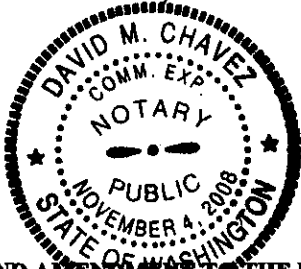
STATE OF WASHINGTON)

)ss.

County of Spokane)

I, David Chavez, a notary public in and for the State of Washington, do hereby certify that on this 11th day of April, 2007, personally appeared before me JOSEPH M. CHAPMAN, who, being by me first duly sworn, declared that he is a Director of GRANDVIEW ESTATES HOMEOWNERS' ASSOCIATION, INC., that he signed the foregoing document as a Director of GRANDVIEW ESTATES HOMEOWNERS' ASSOCIATION, INC., and that he is authorized to sign on behalf of GRANDVIEW ESTATES HOMEOWNERS' ASSOCIATION, INC.

Witness my hand and official seal hereto affixed the day and year first above written.



Notary Public in and for the State of Washington

Residing at: SpokaneMy Commission Expires: 11/4/08

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR GRANDVIEW ESTATES

PAGE 10



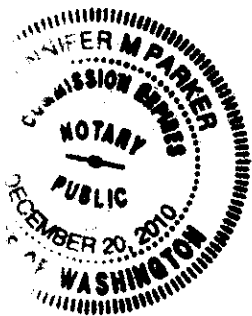
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 Spokane Co, WA

STATE OF WASHINGTON)
)ss.
 County of Spokane)

LAYMAN, LAYMAN & ROBINSON AMEND \$45.00

I, Jennifer Parker, a notary public in and for the State of Washington, do hereby certify that on this 26th day of March, 2007, personally appeared before me THEODORE R. HAY, who, being by me first duly sworn, declared that he is a Director of GRANDVIEW ESTATES HOMEOWNERS' ASSOCIATION, INC., that he signed the foregoing document as a Director of GRANDVIEW ESTATES HOMEOWNERS' ASSOCIATION, INC., and that he is authorized to sign on behalf of GRANDVIEW ESTATES HOMEOWNERS' ASSOCIATION, INC.

Witness my hand and official seal hereto affixed the day and year first above written.

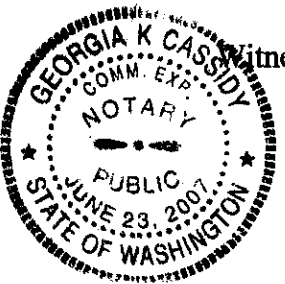


Jennifer Parker
 Notary Public in and for the State of Washington
 Residing at: Spokane
 My Commission Expires: 12/20/2010

STATE OF WASHINGTON)
)ss.
 County of Spokane)

I, Georgia Cassidy, a notary public in and for the State of Washington, do hereby certify that on this 27 day of March, 2007, personally appeared before me TIMOTHY R. RAHMN, who, being by me first duly sworn, declared that he is a Director of GRANDVIEW ESTATES HOMEOWNERS' ASSOCIATION, INC., that he signed the foregoing document as Director of GRANDVIEW ESTATES HOMEOWNERS' ASSOCIATION, INC., and that he is authorized to sign on behalf of GRANDVIEW ESTATES HOMEOWNERS' ASSOCIATION, INC.

Witness my hand and official seal hereto affixed the day and year first above written.



Georgia K. Cassidy
 Notary Public in and for the State of Washington
 Residing at: Spokane WA
 My Commission Expires: 06/23/07



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Page: 14 of 14
06/20/2007 10:48A
Spokane Co, WA

STATE OF WASHINGTON)
County of King)ss.

I, Tara Espinoza, a notary public in and for the State of Washington, do hereby certify that on this 24 day of March, 2007, personally appeared before me JEFFREY W. ROBINSON, who, being by me first duly sworn, declared that he is a Director of GRANDVIEW ESTATES HOMEOWNERS' ASSOCIATION, INC., that he signed the foregoing document as a Director of GRANDVIEW ESTATES HOMEOWNERS' ASSOCIATION, INC., and that he is authorized to sign on behalf of GRANDVIEW ESTATES HOMEOWNERS' ASSOCIATION, INC.

Witness my hand and official seal hereto affixed the day and year first above written.



Tara Espinoza
Notary Public in and for the State of Washington
Residing at: 2212 Queen Anne N.
My Commission Expires: 11-10-10

05/22/2024 01:55:20 PM

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Recording Fee \$323.50 Page 1 of 21

Amendment GRANDVIEW ESTATES HOMEOWNERS ASSOCIATION, INC
Spokane County Washington



Grandview Estates Homeowners' Association, Inc.
PO Box 74
Chattaroy WA 99003-0074

DOCUMENT TITLE: DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATION OF
EASEMENTS FOR GRANDVIEW ESTATES
Consolidation and Third Amendment
Section 1 and NE ¼ of Section 2, T28N, R43, EWM
Book 1804 pg 1010-1025 *book 1723 pg 1358-1372*

REFERENCE NUMBERS: 9512120241; 4505091; 5551936; 9505020332, 9503090359;
and 4024007 *book 64*
pg 10-15

ABBREVIATED LEGAL: Parcels 1 through 35, 37, 38, and 39 of Surveys recorded
under Auditor's #9503090359, Book 64, Pages 10-15, and
under Auditor's #4024007, Book 71, Pages 87 and 88.
Section 1 and NE ¼ of Section 2, T28N, R43 EWM.

TAX PARCEL NOS.: 38011.9058; .9059; .9060; .9061; .9062; .9063; .9064; .9067;
38012.9051; .9052; .9053; .9054; .9055; 38013.9084; .9086;
.9087; 38014.9069; .9070; .9072; .9073; .9074; .9075; .9076;
.9077; .9078; .9079; .9080; .9081; .9082; 38015.9056; .9057;
.9065; .9066; .9068; .9071; .9083; .9088; 38016.9050.

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
RESERVATION OF EASEMENTS FOR**

GRANDVIEW ESTATES

Consolidation and Third Amendment.

Section 1 and NE ¼ of Section 2, T28N, R43, EWM

KNOW ALL MEN BY THESE PRESENTS that Grandview Ranch, Inc., a Washington corporation, and any successor in interest of the said Grandview Ranch, Inc., (*hereinafter referred to as "Declarant"*), does hereby declare and set forth covenants, conditions, restrictions, and reservation of easements to run with all of the land described hereafter as provided by law, which covenants, (*hereinafter referred to as the "Declaration"*), shall be binding upon all parties and persons claiming an interest in any of the property described hereafter, and which covenants, conditions, restrictions, and reservation of easements shall be for the benefit of and limitation upon all future owners, and being for the purpose of keeping said real estate desirable, uniform, and suitable in use as specified herein.

The land affected by this Declaration, Grandview Estates (*hereinafter referred to as the "Property", the "Parcels", or the "Project"*), is legally described as Parcels 1 through 35, 37, 38, and 39 of Surveys recorded under Auditor's #9503090359, Book 64, Pages 10-15, and under Auditor's #4024007, Book 71, Pages 87 and 88; Section 1 and NE ¼ of Section 2, T28N, R43 EWM, which include tax parcel numbers 38011.9058; .9059; .9060; .9061; .9062; .9063; .9064; .9067; 38012.9051; .9052; .9053; .9054; .9055; 38013.9084; .9086; .9087; 38014.9069; .9070; .9072; .9073; .9074; .9075; .9076; .9077; .9078; .9079; .9080; .9081; .9082; 38015.9056; .9057; .9065; .9066; .9068; .9071; .9083; .9088; 38016.9050.

This document, referred to as ("Declaration") as amended herein, shall hereby supersede and replace the Declarations recorded in Spokane County, Washington on December 12, 1995 with recording number 9512120241 (document number 3040995), First Amendment recorded on August 7, 2000 with recording number 4505091, and Second Amendment recorded on June 20, 2007 with recording number 5551936 as previously written.

SECTION ONE

OWNERS' ASSOCIATION MEMBERSHIP/MEETINGS/VOTING

1.1. Form of Association. The Association is or shall be incorporated pursuant to the Washington Non Profit Corporation Act under the name of GRANDVIEW ESTATES HOMEOWNERS ASSOCIATION, (*hereinafter referred to as the "Association"*).

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1.2. Membership. Each Owner of a parcel within the Project described herein shall automatically be a member of the Association and shall remain a member thereof until such time as he no longer owns a parcel within the Project, at which time his membership in the Association shall automatically cease and the new owner for the parcel shall take his place as a member. An Owner is the person owning a parcel in fee simple absolute, as a purchaser under a Real estate, or in any other manner in which real property may be owned, leased, or possessed in the State of Washington.

1.3. Transfer of Membership. The Association membership of each Owner shall be appurtenant to the particular parcel owned giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way except upon the transfer of title to said parcel, which shall automatically transfer membership in the Association. Any attempt to make a prohibited transfer shall be void.

1.4. Voting. The total voting power of all Owners shall be equal to the number of parcels subject to individual ownership within the Project, PROVIDED HOWEVER, that should one Owner own more than one parcel, said Owner shall have only one (1) vote regardless of his ownership of more than one (1) parcel.

1.5. Pledged Votes. In the event the record Owner or Owners have pledged their vote regarding special matters to a mortgagee or beneficiary of a Deed of Trust under a duly recorded Mortgage or Deed of Trust, or to the vendor under a duly recorded Real Estate Contract, only the vote of such mortgagee, beneficiary, or vendor will be recognized in regard to the special matters upon which the vote is so pledged, if a copy of the instrument with this pledge has been filed with the Association.

1.6. Annual Meetings. The annual meeting of the Members shall be held in the second quarter of each year in Spokane County, Washington, at a time, place and location determined by the Board. If the Board shall fail to set another time and date, then the meeting shall occur on the last Thursday of September of each year, at the hour of 7:00p.m., at a suitable meeting place convenient to the Members, which shall be designated in the call of the meeting.

1.6.1. Written Notice. Written notice to all Members of the Association regarding the schedule of the annual meeting will be delivered to all Members no less than ten (10) days and not more than thirty (30) days prior to the scheduled date of the annual meeting.

1.6.2. Meeting Purpose.

- (a) Elect Directors and Officers of the Association.

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(b) Present an accounting, to date, of the common expenses for the current and previous calendar/fiscal year.

(c) The budget may be reviewed and revised by the membership of the Association at any annual meeting, or at any special meeting called for such purpose, but if not so reviewed, or if no change is made, the budget shall be deemed approved.

(d) Transact other business as may come before the Members.

1.7. Financial Transparency. Any Member/Owner, at his/her own expense, may make an audit of the Association financial records at any time.

1.8. Quorum. Fifty-one percent (51%) of the voting power of the Association shall constitute a quorum for the conduct of regular business of the Association. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

1.9. Voting by Mail or Proxy. At all meetings of Members, a Member entitled to vote may vote in person, by mail or proxy. All proxies shall be in writing, signed by the Member, and filed with the Secretary before the appointed time of each meeting. All proxies shall be valid only for the meeting for which the proxies are given, except that a proxy shall continue in effect in the event the meeting is reconvened at a later time after adjournment for lack of a quorum, unless otherwise provided in the proxy. Every proxy shall be revocable and shall automatically cease upon receipt of notice by the Secretary of the Association of the death or judicially declared incompetence of such Member.

1.10. Regular Business. The regular business of the Association may be carried out by a simple majority of the voting power of the Association present in person or by proxy at any annual, regular or special meeting, except as otherwise stated in these CC&R's.

1.11. Adjournment for Lack of Quorum. In the absence of a quorum at a Membership meeting, a majority of those present in person or by proxy may adjourn the meeting to another time, but may not transact any other business. An adjournment for lack of a quorum shall be to a date not less than ten (10) days and not more than thirty (30) days from the original meeting date.

1.12. Action Without Meeting. Any action which may be taken at a meeting of the Members may be taken without a meeting if a consent, in writing, setting forth the action so taken, is signed by all members entitled to vote thereon. Such consent shall have the same force and effect as a unanimous vote.

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1.13. Special Meeting. Special meetings of the Owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the Owners, or for any other reasonable purpose. Such meetings shall be called by written notice to the members of the Association upon decision by the President, by its Board of Directors, or by written request of Owners having at least twenty-five percent (25%) of the total votes, which notice shall be delivered not less than ten (10) nor more than thirty (30) days prior to the date fixed for said meeting. The notice shall specify the date, time and place of the meeting, and, in general, the matters to be considered. Only those matters contained in the notice may be considered at any special meeting.

1.14. Board of Directors. Except as provided hereinafter regarding management by Declarant, the affairs of the Association shall be managed by a Board of Directors (hereinafter referred to as the "Board") consisting of not less than two (2), nor more than five (5), voting members, the Board being more specifically described hereafter.

SECTION TWO

BOARD OF DIRECTORS

2.1. Management by Declarant. At the election of the Declarant, the Project and the Association shall be managed by the Declarant, provided however that Declarant's management authority shall cease no later than eight (8) years from the recordation of this Declaration or thirty (30) days following the date when the Declarant shall have sold 90% of the parcels within the Project, whichever shall first occur.

2.2. Management by Board. Upon the expiration of the time period set forth in Paragraph 2.1 above, or upon Declarant's option if exercised sooner, all administrative power and authority shall vest in a Board of not less than three (3), nor more than five (5), Directors selected from among the members of the Association. The Board may delegate all or any portion of such power to a manager, managing agent, or officer of the Association, or in such manner as may be provided by the By-Laws. All Board positions shall be open for election at the first annual meeting after the period of the Declarant's authority ends, as provided under Section 2.1.

2.3. Authority of the Board. The Board, for the benefit of the members of the Association, shall enforce the provisions of this Declaration and of the By-Laws, shall have all powers and authority permitted to the Board under the Washington Non Profit Corporation Act and this Declaration, and shall acquire and shall pay for out of the

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common fund hereinafter provided for, all goods and services requisite for the proper function of the Project.

2.4. Limitation on Authority. The Board's authority, as set forth in the preceding paragraph, shall be limited in that the Board shall have no authority to acquire or pay for out of the general funds, any capital additions and improvements having a total cost in excess of Five Thousand Dollars (\$5,000.00) per project, without first obtaining the affirmative vote of 75% of the members of the voting power present or represented at a meeting called for such purpose, and if no such meeting is held, then the written consent of 75% of the voting members. This total may be adjusted for inflation using US Department of Commerce inflation calculations and using 2023 as a baseline.

2.5. Term of Office. The term of office of Directors shall be two years. After the initial election, if there be three Directors, then two Directors shall be elected at the annual meeting during even numbered years, and one Director shall be elected at the annual meeting during odd numbered years. If there shall be five Directors, then three shall be elected during even numbered years, and two shall be elected during odd numbered years. At the organization meeting of the Board, after expiration of the management by the Declarant, the Directors so elected shall, by lot, determine which shall initially have one or two year terms to stagger the expiration date of the terms of the appropriate number of Directors. Any Director may be elected to serve for an additional term or terms.

2.6. Quorum for Board Action. A majority of the members of the Board shall constitute a quorum. The Board shall act by majority vote of those present at its meetings where a quorum is in attendance.

SECTION THREE

COMMON EXPENSES AND ASSESSMENTS

3.1. Estimated Expenses. Within thirty days prior to the beginning of each calendar year, the Board shall estimate the common expenses to be paid during the ensuing year, shall make provision for creating, funding and maintaining reasonable reserves for contingencies, operations, and repair and maintenance of the private roadways and any common areas or facilities, such as but not limited to any street lights and entry gate; PROVIDED HOWEVER, that the yearly assessments for those costs related to the private road system shall be not less than \$400.00 per year for Parcels which are at least 10 acres in size, and not less than \$260.00 per year for those Parcels which are

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approximately 5 acres in size (i.e. 65% of the assessment for a 10 acre lot). The common expense estimate shall take into account any expected income and any surplus available from the prior year's operating funds. If the sum estimated and budgeted at any time proves inadequate for any reason (including nonpayment for any reason of any Owner's assessment), the Board may, at any time, levy a further assessment which shall be assessed to the Owners as is set forth hereinafter.

It is anticipated that the major common expenditure will be for the private road system. The division of said road repair, maintenance and operational costs shall be as set forth in that certain Road Maintenance Agreement dated April 10, 1995, and recorded May 2, 1995, under Auditor's No. 9505020332, book 1723, page 1358, which provides, in part, as follows:

"It is agreed that each property owner of any parcel of the Property described on Exhibit "A" shall bear a proportionate share of the cost of maintenance, repair and/or operation of said private roadways based on the following:

It is understood and agreed that the properties served by the private roadway system have been subdivided out of larger acreage parcels, and for the purpose of determining the share of the cost and expense of the maintenance and operation of the private roadways, the individual parcel number assigned, or which will be assigned to each of the subdivided segregated tracts, shall be used as the factor to determine liability for road maintenance costs.

All road repair, maintenance or operational costs, including any security gate, shall be divided by the total number of individual parcel numbers being served by said private roadway system in order to obtain a "per share" figure. Each property owner shall pay, as his respective portion, an amount equal to the product of said per share figure multiplied by the number of individual parcel numbers held in the name of said property owner, PROVIDED HOWEVER, that any five (5) acre parcels shall pay sixty-five (65%) percent of the "per share" amount assessed to the parcels which are at least 10 acres in size. A parcel number shall be that parcel number assigned by the Spokane County Assessor's office in Spokane County, Washington, for tax identification purposes. It is specifically understood and agreed, however, that in the event the future use of any of the Property would entail specific road improvements which are required by Spokane County in order to obtain a building permit on a particular property site or any subdivision thereof, then the cost of any such improvement shall be borne by the owner seeking the building permit or further subdivision of the Property and not by the other Property owners defined herein as users of the private roadways."

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3.2. Payments by Owners. Each Owner shall be obligated to pay assessments made pursuant to this Section to the Association in installments, made at least annually, at such times and in such manner as the Board shall designate. Any unpaid assessments shall bear interest at the rate of 12% per annum from the due date until paid, and the Board may charge and assess a late fee of \$50.00 against any owner for each assessment not paid within thirty (30) days of its regular due date.

3.3. Commencement of Assessments. An assessment for each parcel within the Project shall commence to be payable upon closing of the purchase of said parcel.

3.4. Records. The Board shall cause to be kept detailed, accurate records in the form established by the Association of the receipts and expenditures of the Association, specifying and itemizing the maintenance and repair expenses and any other expenses incurred. Such records and any resolutions authorizing the payments involved shall be available for examination by any owner at convenient hours during weekdays.

3.5. Lien Indebtedness. Each monthly or annual assessment and each special assessment shall be the joint and several personal debt and obligation of the Owner or Owners of the parcel for which the same are assessed at the time the assessment is made and shall be collectable as such. The amount of any assessment, whether regular or special, assessed to the Owner of any parcel, plus interest at 12% per annum, plus any late fees and costs, including reasonable attorney fees, shall be a lien upon such parcel. Said lien shall have priority over all other liens and encumbrances, recorded or unrecorded, except as provided hereafter. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosure or waiving the lien securing the same.

3.6. Certificate of Assessment. A certificate executed and acknowledged by the Treasurer or the President of the Association, stating the indebtedness secured by the assessment lien upon any parcel shall be conclusive upon the Board and the Owner as to the amount of such indebtedness on the date of the certificate, in favor of all such persons who relied thereon in good faith. Such certificate shall be furnished to any Owner or any encumbrancer of any parcel within a reasonable time after request, in recordable form, at a reasonable fee.

3.7. Foreclosure of Assessment Lien. The Declarant, or Board on behalf of the Association, may initiate action to foreclose the lien of any assessment, late fees, interest or costs. In any action to foreclose a lien against any parcel for nonpayment of delinquent assessments, late fees, interest or costs, any judgment rendered against the owner of such parcel in favor of the Association shall include a reasonable sum for

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attorney fees, and all costs and expenses reasonably incurred in preparation for or in the prosecution of said action; which costs and fees shall be in addition to the taxable costs permitted by law. The Association may file a notice of claim of lien according to the mechanics' and materialmen's statute set forth in RCW 64.38.100. An assessment lien may be foreclosed in the same manner as is provided by law for the foreclosure of a Real Estate Mortgage, provided that the Association must first give thirty (30) days prior written notice of any delinquency by either sending notice of the unpaid assessment to the Owner by depositing the same in the U.S. mail, postage prepaid, by certified mail, return receipt requested, or by personal service of said notice.

SECTION FOUR

MORTGAGE PROTECTION

4.1. Priority of Mortgage. Notwithstanding all other provisions hereof, the liens created under this Declaration upon each parcel for assessments shall be subject to the rights of the secured party in the case of any indebtedness secured by mortgage, deed of trust, or real estate contract which were made in good faith and for value upon the parcel. Where such mortgagee, beneficiary of a deed of trust, or contract vendor, or other purchaser of a parcel within the Project, obtains possession of a parcel as the result of a mortgage foreclosure, deed of trust sale, or contract forfeiture, such possessor and his successors and assigns shall not be liable for the share of the common expenses or assessments by the Association chargeable to such parcel which became due prior to such possession, but will be liable for such common expenses and assessments accruing after such possession commences. The unpaid common expenses, assessments, late fees, interest, or costs which accrued prior to commencement of possession by the new parcel Owner shall be deemed to be an amount collectable for all of the Owners and the Association, including such possessor, his successors and assigns.

4.2. Copies of Notices. In the event the Association gives to an Owner of a parcel any notice that such Owner has, for more than thirty days, failed to meet any obligations under this Declaration, it shall also give a copy of such notice to any first mortgagee, beneficiary of a first deed of trust, or contract vendor, which has previously given a written request to be so notified.

4.3. Inspection of Books. Each first mortgagee, beneficiary of a deed of trust, or contract vendor, upon written request, shall have the right to:

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- (a) examine the books and records of the Association during normal business hours;
- (b) require from the Association the submission of annual financial reports and other financial data;
- (c) receive written notice of all meetings of the Owners; and
- (d) designate, in writing, a representative to attend all such meetings.

Each Owner hereby authorizes any mortgagee, beneficiary of a deed of trust, or contract vendor, on his parcel to furnish information to the Board concerning the status of the loan or sale which it secures.

4.4. Effect of Declaration Amendments. No amendment of this Declaration shall be effective to modify, change, limit, or alter the rights expressly conferred in this Section Four upon mortgagees, beneficiaries of deeds of trust, or contract vendors, in this instrument with respect to any unsatisfied mortgage, deed of trust, or contract duly recorded unless the amendment shall be consented to, in writing, by the holder of such security instrument.

SECTION FIVE

ROAD MAINTENANCE, RESERVATION OF ROAD AND UTILITY EASEMENTS AND UTILITY CONSTRUCTION COSTS

5.1. Agreements for Maintenance. Declarant has previously executed a Road Maintenance Agreement, as referenced in Section 3.1, above. The Association and its members shall assume and pay the cost of maintenance, repair and snow removal for these private roadways as provided in said Road Maintenance Agreement.

5.2. Completion of Roadways, Telephone Lines, and Natural Gas. Declarant has or shall install the "backbone" telephone line system in the Project and Declarant has constructed the private roads lying within the Project. All subsequent repairs or maintenance to said "backbone" telephone line system or the private roads shall be at the sole cost of the Association. If any owner purchases a Parcel from Declarant prior to December 1, 2000, then said Owner shall either hook up to the telephone system by December 1, 2000, or, in lieu thereof, pay a \$2,361.00 telephone rebate fee to Owner. If and when natural gas is extended to and installed within the Project, then the total cost of constructing the mainframe pipeline within the Project shall be assessed equally to

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each Parcel, and each Parcel owner shall pay their own gas hookup and installation fees.

5.3. Reservation of Easements. Declarant expressly reserves for itself and for the successor owners of parcels within the Project, reciprocal, non-exclusive easements for access, ingress, egress and utilities over, under and across the private easement roads lying within the Project, as legally described and as shown on that certain Survey recorded in Book 64 of Surveys, Pages 10 through 15. Declarant further reserves for itself, the Owners of all the parcels within the Project, and for all utility purveyors, both private and governmental, such utility easements over, under and across the Property as may be required for utilities. No easement may be granted over any portion of the Project for access to any land which lies outside of the Property described on Exhibit "A".

5.4. Maintenance of the Roadways. The private easement roads described in Paragraph 5.3, above, shall be kept free and clear for motor vehicle use, and said roadways shall be maintained and repaired in a workmanlike and reasonable manner so that motor vehicles will always be able to enter and use the roadways without undue inconvenience. The maintenance and repair of the roadways shall include, but not be limited to, grading, plowing with reasonable prudence when it snows, repairing breakage or damage to the road surface and the like, as well as repair and maintenance of any ditches and culverts as needed to ensure proper drainage of surface water.

5.5. Improvements/ Paving of the Private Roadways. At such time that 85% of all Parcels have been sold by Declarant, or earlier, at the sole option of Declarant, bids shall be obtained from licensed contractors for "chip seal" paving of the private roadways, and for installing a security gate, including all electronics, PROVIDED HOWEVER, that at the time 85% of all Parcels have been sold and upon a 2/3 majority vote of all Owners, including Declarant, the Association may elect not to pave the private roads and/or not to install a security gate. Upon receipt of said paving and security gate bids, an assessment shall be levied upon the Property in the same manner as the division of common expenses are divided as set forth in Paragraph 3.1, above; PROVIDED HOWEVER, that the paving/security gate assessment must be paid in full by each owner not less than four (4) months from the date of assessment. Failure to pay said assessments shall be cause for enforcement by the Board and all remedies set forth in Section Three, above, regarding delinquent assessments shall be applied.

Declarant reserves the right to arrange, coordinate and supervise the paving and/or electronic security gate work. If Declarant performs said services, then Declarant shall

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receive a fee from the Association for this work in an amount equal to 15% of the contract price for said work.

SECTION SIX

RESIDENCE AND USE RESTRICTIONS

6.1. Fully Protected Residential Area. All of the Property legally described on Exhibit "A" shall be used only for single family residences with the usual outbuildings. No commercial activities shall be allowed, with the sole exception of in-house businesses which do not have any retail sales and which are conducted solely within the residential structure (no commercial activities of any nature are permitted in any outbuilding without the prior written consent of the ARC). No parcel shall be subdivided to less than its currently existing size, however, one or more parcels may be used as a single building site.

6.2. Vehicle and Equipment Restrictions.

6.2.1. Boats with Trailers, Recreational Vehicles, and Horse Trailers. One (1) boat with boat trailer, one (1) recreational vehicle and one (1) horse trailer may be stored on any parcel. The horse trailer cannot be any larger than a four horse trailer. A permitted boat, recreational vehicle, etc. must be stored within the setback requirements of Section 6. 4, hereinafter.

6.2.1.1. Substitutions. Homeowners may substitute vehicles/trailers/misc. equipment one for one for those mentioned in 6.2.1. For example: a mini class excavator and/or tractor that is considered lawn tractor up through tractor class not exceeding 10,000 pounds. Substitutions are subject to the same requirements set forth in Section 6.2.1.

6.2.2. Passenger Vehicle Parking. Passenger vehicles routinely used for transportation (commuting to work, shopping, etc.) may be parked within each owner's property boundaries while adhering to the setback requirements of Section 6.4. These vehicles may not be parked on the private easement roads other than for temporary purposes.

6.2.3. Other Vehicles, Trailers, Equipment, etc. Other than noted in 6.2.1, 6.2.1.1, and 6.2.2, boats, trailer houses, mobile homes, camping trailers, commercial trucks, buses, automobiles (partial or complete) or other similar vehicles or equipment may not be parked on the private easement roads, nor may they be left standing on a

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parcel outside of a private garage or storage building for more than 96 hours in any one month. Such equipment or vehicles may be parked in the private garage or outbuilding of any Owner, as long as the garage/outbuilding doors are closed to conceal such vehicles or equipment from public view.

6.2.4. Automobile Parts. Inoperable automobiles, automobile bodies, parts, wheels, tires, and the like shall be stored in a fully enclosed structure, concealed from public view.

6.2.5. Recreational Use of Road System. Unlicensed or licensed motorized vehicles used at the Owners risk are prohibited from using the road system solely for recreation purposes, must not unreasonably disturb a person or group of persons, must abide by the 15 mph speed limit, be respectful of other users of the road, and may only use the road for transportation purposes.

6.2.6. Exceptions. The Board may grant exceptions to Section 6.2 on a case by case basis. Members desiring an exception must address the Board in writing.

6.3. Land Use and Building Type.

6.3.1. Buildings Permitted. No buildings shall be erected, altered, placed, or permitted to remain on any parcel other than one detached single family dwelling ("Primary Residence") not to exceed two stories in height above the highest grade level of the parcel, a private garage for not less than two (2) automobiles, boats, trailers and the like, two outbuildings (as described in this Section 6.3) and one guest house.

6.3.1.1. Primary Residence. Single floor design homes shall have a minimum of 1,600 square feet of finished living space. Multi story homes shall have a minimum of 1,200 square feet of finished living space on the main floor. Exterior colors may be earth-tone or white. Non earth-tone or white colors may be considered by the Architectural Control Committee which may use its discretion to determine community suitability.

6.3.1.2. Outbuildings. A maximum of two Outbuildings, with a maximum combined square footage of 3,200 square feet, are permitted on each parcel. Excluded from this limitation are a detached garage, play house, pump house or dog house, and any building used to store equipment for the Association. No Quonset Huts or similar structures are allowed on any parcel. No Outbuildings may be used for permanent or temporary residence purposes.

6.3.1.3. Guest Houses. Any Guest House must be similar in design and appearance, including without limitation roofing and siding with the same material and

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color to the Primary Residence. The Guest House may not exceed 1,200 square feet of finished living space on the main floor.

6.3.2. Construction Methods. No construction method shall be disallowed or proscribed so long as such method conforms to all applicable laws, rules and regulations and all requirements of this Declaration, or any amendments thereto. Manufactured Homes, as defined in 42 U.S.C.A., Chapter 70 or any amendments thereto, are prohibited on all parcels, exclusive of parcels 2 and 37.

6.3.3. Construction. Circumstances permitting, all Primary Residence exteriors shall be completed within six (6) months of the start of construction and the Certificate of Occupancy issued within one (1) year of the start of construction. Construction will not be prolonged for convenience. Owners and their contractors shall consolidate and remove scrap materials as they accumulate in order to maintain a safe and neat worksite appearance.

6.3.4. Temporary Living Quarters. Fifth wheel Recreational Vehicle's, Recreational vehicles or tent trailers may be used as temporary living quarters for no longer than three (3) consecutive weeks and except during the course of construction of the Primary Residence, subject to the approval of the Architectural Control Committee and County Health Regulations.

6.4. Setbacks. Except for any parcels which are less than 10 acres in size, and except as may otherwise be agreed in writing between the Owners of adjoining parcels, no building shall be located closer than seventy-five (75') feet from any common boundary lines of the Property. Swimming pools, tennis courts, sports courts, and animal watering and feeding facilities are to be limited by these same setback limitations.

6.5. Intentionally left blank

6.6. Utilities Shall be Underground. In the interest of public health and in the interest of avoiding the presence of unsightly poles and structures, all new residential services connecting to the main utility lines shall be buried in accordance with the best standard practices presently in use for burying of such utilities.

6.7. Nuisances/Outdoor Lighting. No noxious or offensive activity shall be carried on upon any parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other Association members. All exterior lighting must be indirect lighting.

6.8. Temporary Structures. No structure of a temporary character, no trailer, no basement, no tent, no shack, no garage, no barn, and no other building or outbuilding

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shall be used on any parcel at any time as a residence either temporarily or permanently, except during the course of construction of the residence and except for short periods of time for visitors, etc., as is set forth and limited in Section 6.3, above. No bomb shelter or similar structure shall be placed so that it is exposed above the ground.

6.9. Signs. Signs necessary for safety or for purposes of displaying necessary information are authorized. Other signs that are authorized are the following: (i) one sign designating family name; (ii) one sign advertising the property for sale or rent; (iii) one sign used by a builder to advertise the property during construction and sales period; and (iv) one political sign during an election campaign. No permitted sign as described herein shall exceed three feet in any dimension. Signs that do not meet the above requirements are not authorized.

6.10. Domestic Animals.

6.10.1. Limitations. Animals must not be used for commercial purposes. Each parcel is limited to a maximum of five (5) small (less than 200lbs.) animals and a maximum of three (3) large (greater than 200lbs.) animals, included in those calculations, not more than three (3) dogs total.

6.10.2. Control of Animals. Animals must be kept on their owners'/guardians' properties and, when on association easements, must be under direct supervision of their Owners. Animals, such as horses or llamas, must be corralled or stabled, said corrals must not be larger than 125ft x 125ft. All plans and material for corrals must be submitted to the Architectural Control Committee for approval, in accordance with all areas of Section 6.

6.10.3. Domestic Animals Only. Only animals used for domestic purposes shall be allowed on any parcel with the exception of weight bearing animals such as horses or llamas. No animals shall be kept for commercial purposes. The keeping of fowl/poultry (chickens, pheasant, quail, duck) for household purposes is permitted in accordance with the Spokane County zoning code, with the exception that there will be a maximum of 10 allowed per parcel. Roosters will not be allowed on any parcel. Coops/structures will need approval by the Architectural Control Committee, in accordance with all areas of section 6. Free range of any animal in this section will not be permitted. The Washington State Department of Agriculture is a good website for information on the proper care of fowl/poultry. Any other fowl may be proposed to the Board for approval.

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6.10.4. No Vicious Animals. Animals that attack, bite, or physically threaten a person or other animal without provocation may be deemed "dangerous" and subject to special care restrictions by Spokane County, in accordance with Spokane County Animal Control or Spokane County Ordinances. This may include the animal being removed from Grandview Estates.

6.10.5. Animal Noise. Owners of any parcel shall not allow their animals to howl, yell, whine, bark, squawk, honk, whiny, or make other noises that unreasonably disturb a person or group of persons.

6.10.6. Removal of Nuisance Animals. In the event any Owner shall violate this Section 6.10, then the Board of Directors may, upon proper notice, take proper action to remedy the violation, including the removal of the offending dog or animal from the Property.

6.11. Garbage and Refuse Disposal.

6.11.1. Dumping and Waste Management. No parcel shall be used or maintained as a dumping ground for rubbish. Trash, garbage, hazardous waste and other similar materials shall not be kept except in sanitary containers.

6.11.2. Waste Burning. No household waste shall be burned on any parcel. Incinerators are prohibited. Burning garbage and the use of burn barrels are banned across our state, per state regulations.

6.11.3. Yard Waste Disposal. Disposal by burning of yard waste or other lot cleanup items such as branches and leaves is permitted so long as it is done in a safe manner in accordance to applicable laws. All such burning must be conducted in a method approved by the applicable Spokane County agency.

6.12. Completion. Any dwelling or structure erected or placed on any parcel in the Project shall be completed as to external appearance, including finished painting, within six (6) months after the date of commencement of construction, and must be completely finished within one (1) year.

6.13. Miscellaneous.

6.13.1. Perimeter Fencing. No perimeter parcel fencing shall be permitted. No privacy fences may be erected that are more than six (6') feet in height, nor any closer than seventy-five (75') feet from an adjoining parcel in the Property. Cyclone fencing is permitted, so long as all vertical slats are earth-tone in color.

CC&R'S FOR GRANDVIEW ESTATES

6.13.2. Clotheslines. Clotheslines shall be allowed if they are out of view from all other neighbors and provided that they are no closer than seventy five (75') feet from adjoining parcels.

6.13.3. Hunting, Shooting and Fireworks. No hunting, trapping or killing of wildlife is allowed in any form. The shooting of firearms or the use of fireworks is prohibited on the Property.

6.14. Timber.

6.14.1. Preservation of Forested Lands. No timber shall be removed from any parcel for any reason other than the exceptions listed in Section 6.14.2.

6.14.2. Timber Removal Exceptions. Timber may be removed for the clearance and maintenance of building sites for residences, outbuildings, animal enclosures, view corridors, parcel access and to minimize fire dangers. Removal of timber for any other reason not discussed in this Section must be approved by the Board of Directors in writing.

6.14.3. Timber for Profit. Removal of timber for profit is prohibited.

SECTION SEVEN

ARCHITECTURAL CONTROL

7.1. Architectural Control.

7.1.1. Requirement of Submissions for New Construction or Alterations. No buildings shall be commenced, erected, placed, improved or altered on any parcel within the Project until plans and specifications for said building have been submitted to and approved by the Architectural Control Committee pertaining to the quality of the workmanship, materials, harmony of external design and colors with existing structures, and as to location with respect to topography and finish grade elevation.

7.1.2. Architectural Control Committee Actions. All submissions to the Architectural Control Committee shall be acted upon within thirty (30) days after submission. Failure of the Architectural Control Committee to approve or reject the submissions within thirty (30) days shall constitute an automatic approval.

CC&R'S FOR GRANDVIEW ESTATES

7.1.3. Expiration of Approval. The consent and approval by the Architectural Control Committee of any project (including without limitation new construction, modification or improvement) shall automatically expire one calendar year from the date of approval unless construction has commenced or the applicant has applied for and received an extension from the Architectural Control Committee.

7.2. Limitation of Liability. Neither the Architectural Control Committee, the Board of Directors or any member thereof, nor their duly authorized representatives shall be liable to the Association, or to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Control Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Committee.

7.3. Rebuilding of Damaged or Destroyed Structures. No approval from the Architectural Control Committee shall be required to rebuild or repair any damaged or destroyed structures to specification previously approved by the current or any previous Architectural Control Committee.

SECTION EIGHT

REPAIR AND MAINTENANCE

8.1. Owner's Maintenance Responsibilities. Each Owner shall have responsibility of maintaining the exterior of their particular residence and all other buildings and improvements located upon their parcel, and, if certain maintenance standards are established by the Board of Directors of the Association, then each Owner shall comply with said standards. The color and brand of any paint, stain, oil, or other preservative applied to the exterior of any residence or outbuilding must first be approved by the Architectural Control Committee. In the event that the exterior of any residence falls below any established standards, or should exterior maintenance otherwise be deemed necessary by the Board of Directors or the Architectural Control Committee, the same shall have the authority to send written notice to the Owner of such residence setting forth the maintenance deemed necessary. In the event such maintenance is not satisfactorily performed within forty-five (45) days of receipt of such notice, the Board shall be entitled to perform or contract for the performance of all such necessary maintenance and the costs thereof shall be a special assessment against the parcel as provided for herein.

CC&R'S FOR GRANDVIEW ESTATES

SECTION NINE

INSURANCE

9.1. Insurance. The Association shall maintain not less than \$2,000,000.00 of public liability insurance, which insurance shall insure all activities of the Association and its agents. The Association shall also maintain such hazard insurance covering the equipment or other assets of the Association as the Association, by majority vote, shall deem necessary from time to time.

SECTION TEN

DURATION AND AMENDMENT

10.1. Duration. This Declaration shall continue in full force and effect for a period of twenty (20) years from the date hereof, after which time the same shall be automatically renewed for successive terms of ten years each, unless a Declaration of Termination is recorded, meeting the requirements for an amendment as set for hereafter. All properties within the Project shall continue to be subject to this Declaration during the term hereof regardless of sale, conveyance or encumbrance.

10.2. Amendment. This Declaration may only be amended after written approval or vote in person or by proxy of seventy-five (75%) percent of the members of the Association, provided, however, that Declarant may amend the Declaration at any time until Declarant has sold 90% of the parcels. Notice of the subject matter of the proposed amendment to this Declaration, in reasonably detailed form, shall be included in the notice of any meeting of the Association at which a proposed amendment is to be considered.

Notwithstanding the foregoing, any amendment made to this Declaration shall have no force or effect on a first mortgagee, the beneficiary of a first deed of trust, or a real estate contract vendor unless or until the written consent has been obtained from not less than 66% of said first mortgagees, beneficiaries or contract vendors.

CC&R'S FOR GRANDVIEW ESTATES

SECTION ELEVEN

MISCELLANEOUS PROVISIONS

11.1. Enforcement. The Board, any Owner, and any governmental or quasi-governmental agency or municipality having jurisdiction over the Project shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges new or hereafter imposed by this Declaration, and in such action shall be entitled to recover costs and reasonable attorney fees as are ordered by the Court.

11.2. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision thereof.

Pursuant to Section 10.2 of the Declaration, this Consolidated and third amendment to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Grandview Estates was approved by vote of at least seventy five (75%) of the members of the Grandview Estates Homeowners' Association beginning in January of 2024.

CC&R'S FOR GRANDVIEW ESTATES


IN WITNESS WHEREOF, the undersigned Board of Directors have executed this consolidated amendment to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Grandview Estates on behalf of Grandview Estates Homeowners' Association. This Consolidated Amendment to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Grandview Estates shall, once recorded in the office of the Spokane County Auditor, be deemed effective as of the date of recording.


Dated this 22 day of May, 2024.

BOARD OF DIRECTORS


Douglas C. Osgood


Rachel J. Tommeraasen


Cynthia A. Stevenson

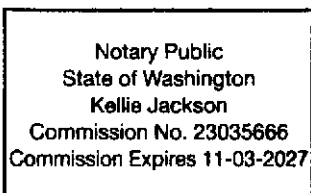

Mark A. Hernandez


STATE OF WASHINGTON)

County of Spokane) ss.

I, Kellie Jackson, a notary public in and for the State of Washington, do hereby certify that on this 22 day of May, 2024, the above persons appeared before me, declared that they are the current Directors of GRANDVIEW ESTATES HOMEOWNERS' ASSOCIATION, INC., that they signed the foregoing document as a Directors of GRANDVIEW ESTATES HOMEOWNERS' ASSOCIATION, INC., and that they are authorized to sign on behalf of GRANDVIEW ESTATES HOMEOWNERS' ASSOCIATION, INC.

Witness my hand and official seal hereto affixed the day and year first above written.

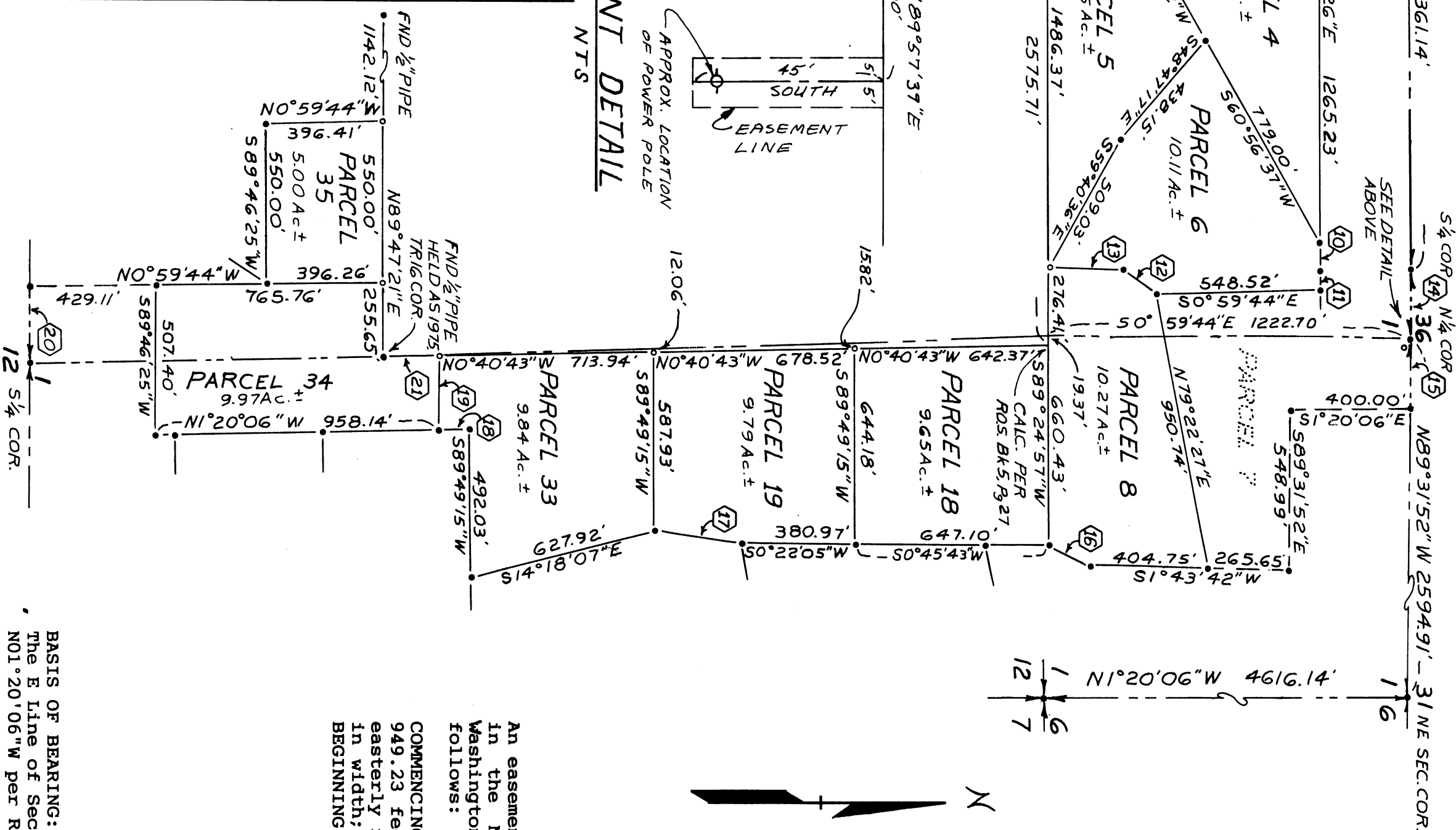



Notary Public in and for the State of Washington
Residing at: Washington Trust Bank
My Commission Expires: 11/3/2027

RECORD OF SURVEY
PORTION OF THE NW1/4 OF SECTION 2 AND
PORTION OF SECTION 1, T28N, R43E, W.M.
SPOKANE COUNTY, WASHINGTON

AUDITOR'S CERTIFICATE
FILED FOR RECORD THIS 14TH DAY OF
JANUARY 1992 AT SPOKANE, W.M.
BOOK 119 OF THE REQUEST OF
PAGE 2153 AT THE REQUEST OF
J. PAUL RAMER & ASSOCIATES, INC.
Shirley A. Dwyer
Spokane County Auditor

PARCELS	BEARING	DISTANCE
1	N18°52'14"W	142.14'
2	N14°49'34"W	374.47'
3	N07°20'34"W	153.39'
4	N07°20'33"W	229.48'
5	N00°54'31"E	37.86'
6	N89°46'26"E	134.46'
7	S00°40'55"E	105.00'
8	S89°57'39"W	129.45'
9	N89°57'39"E	196.80'
10	N89°46'26"E	90.00'
11	S89°31'52"E	71.06'
12	S36°32'27"W	137.70'
13	S00°07'17"W	264.72'
14	S89°31'52"E	233.21'
15	S89°31'52"E	230.92'
16	S25°59'32"W	155.10'
17	S08°45'39"W	301.20'
18	S01°20'06"E	105.00'
19	S89°49'15"W	245.01'
20	S89°46'25"W	248.60'
21	N00°40'43"W	192.54'



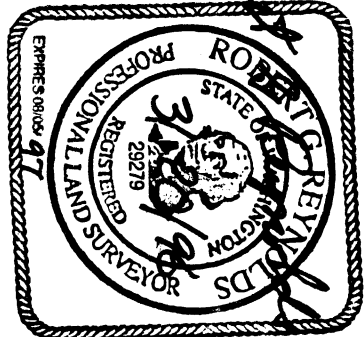
INLAND POWER EASEMENT

An easement 10 feet in width for power utility equipment situated in the NW1/4 Section 1, T28N, R43E, W.M., Spokane County, Washington, lying 5 feet on each side of a line described as follows:

COMMENCING at the NW corner of said NW1/4; thence S00°40'55"E 949.23 feet; thence N89°57'39"E 19.21 feet to a 1/2" pipe on the easterly right-of-way line of Hardesty Rd., a county road 40 feet in width; thence continuing N89°57'39"E 30 feet to the POINT OF BEGINNING; thence SOUTH 45 feet to the end of said line.

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF
GALE FARUP
IN JANUARY 1996
ROBERT G. REYNOLDS
CERTIFICATE NO. 29279



EQUIPMENT & PROCEDURES
The survey performed hereon was by use of a 10 second theodolite, distance meter, survey tape and plumb bobs. The procedure was by field traverse. Closure was within legal limits.

J. PAUL RAMER & ASSOCIATES, INC.

CIVIL ENGINEERS AND LAND SURVEYORS
N. 10115 NEWPORT HWY., SPOKANE, WASHINGTON 99208 (509) 467-5261

GRANDVIEW RANCH

P.O. BOX 18810

SPOKANE, WA 99208

Date: 3-12-96

Scale: 1"=400'

Drawn: J.V.
Checked: RGR
Field Book: L.L.

Project No. 94299

Sht 1 of 2

SEC. 1, T28N, R43E

RECORD OF SURVEY
PORTION OF THE NE1/4 OF SECTION 2 AND
PORTION OF SECTION 1, T28N, R43E, W.M.
SPOKANE COUNTY, WASHINGTON

2822
Auditor's Certificate
FILED FOR RECORD THIS 19th DAY OF
August 1998 AT 1:19 PM.
BOOK 87-88 OF 54482
PAGE 31 AT THE REQUEST OF
J. PAUL RAMER & ASSOCIATES, INC.
#4024007
Shirley Degea Deputy
Spokane County Auditor

LEGAL DESCRIPTIONS

All that certain real property situated in Section 1 and the NE1/4 of Section 2, T28N, R43E, W.M., Spokane County, Washington, being more particularly described as follows:

PARCEL "1": (5.51 Ac.±)

COMMENCING at the northwesterly corner of said Section 1; thence from said point of commencement S00°40'55"E along the westerly line of said Section 1 a distance of 300.01 feet to the point of BEGINNING; thence from said point of beginning N89°46'26"E 663.71 feet; thence S00°40'55"E 105.00 feet; thence S72°01'47"W 492.22 feet; thence S00°40'55"E 394.84 feet; thence S89°57'39"W 174.51 feet; thence N07°20'34"W 153.39 feet to a point on the westerly line of the NW1/4 of said Section 1; thence N14°49'34"W 374.47 feet into the NE1/4 of said Section 2; thence N18°52'14"W 142.14 feet; thence N89°46'26"E 134.46 feet to the easterly line of the NE1/4 of said Section 2 and the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A".

PARCEL "2": (5.08 Ac.±)

COMMENCING at the northwesterly corner of said Section 1; thence from said point of commencement S00°40'55"E along the westerly line of said Section 1 a distance of 300.01 feet; thence N89°46'26"E 663.71 feet; thence S00°40'55"E 105.00 feet to the point of BEGINNING; thence from said point of beginning S00°40'55"E 546.39 feet; thence S89°57'39"W 470.01 feet; thence N00°40'55"W 394.84 feet; thence N72°01'47"E 492.22 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A".

PARCEL "3": (5.06 Ac.±)

COMMENCING at the northwesterly corner of said Section 1; thence from said point of commencement S00°40'55"E along the westerly line of said Section 1 a distance of 300.01 feet; thence N89°46'26"E 663.71 feet to the point of BEGINNING; thence from said point of beginning N89°46'26"E 338.00 feet; thence S60°56'37"W 779.00 feet; thence S89°57'39"W 338.01 feet; thence N00°40'55"W 651.39 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A".

PARCEL "4": (10.21 Ac.±)

COMMENCING at the northwesterly corner of said Section 1; thence from said point of commencement S00°40'55"E along the westerly line of said Section 1 a distance of 300.01 feet; thence N89°46'26"E 1001.71 feet to the point of BEGINNING; thence from said point of beginning N89°46'26"E 1265.23 feet; thence S60°56'37"W 779.00 feet; thence S58°01'52"W 526.97 feet; thence S89°57'39"W 129.45 feet; thence N00°40'55"W 652.49 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A".

PARCEL "5": (10.15 Ac.±)

COMMENCING at the northwesterly corner of said Section 1; thence from said point of commencement S00°40'55"E along the westerly line of said Section 1 a distance of 300.01 feet; thence N89°46'26"E 663.71 feet; thence S00°40'55"E 651.39 feet; thence N89°57'39"E 196.80 feet to the point of BEGINNING; thence from said point of beginning continuing N89°57'39"W 270.67 feet; thence N58°01'52"E 526.97 feet; thence S48°47'17"E 438.15 feet; thence S59°40'36"E 509.03 feet; thence N89°59'20"W 1486.37 feet; thence N00°04'22"W 266.19 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A".

PARCEL "6": (10.11 Ac.±)

COMMENCING at the northwesterly corner of said Section 1; thence from said point of commencement S00°40'55"E along the westerly line of the NW1/4 of said Section 1 a distance of 300.01 feet; thence N89°46'26"E 2266.94 feet to the point of BEGINNING; thence from said point of beginning N89°46'26"E 90.00 feet; thence S89°31'52"E 71.06 feet; thence S00°59'44"E 548.52 feet; thence S36°32'27"W 137.70 feet; thence S00°07'17"W 264.72 feet; thence N59°40'36"W 509.03 feet; thence N48°47'17"W 438.15 feet; thence N60°56'37"E 779.00 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A".

PARCEL "8": (10.27 Ac.±)

COMMENCING at the N1/4 corner of said Section 1; thence from said point of commencement S89°31'52"E along the northerly line of the NE1/4 of said Section 1 a distance of 230.92 feet; thence S01°20'06"E 400.00 feet; thence S89°31'52"E 548.99 feet; thence S01°43'42"W 265.65 feet to the point of BEGINNING; thence from said point of beginning S01°43'42"W 404.75 feet; thence S25°59'32"W 155.10 feet; thence S89°24'57"W 660.43 feet; thence N89°59'20"W 276.41 feet; thence N00°07'17"E 264.72 feet; thence N36°32'27"E 137.70 feet; thence N79°22'27"E 950.74 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A".

PARCEL "18": (9.65 Ac.±)

COMMENCING at the N1/4 corner of said Section 1; thence from said point of commencement S00°59'44"E along the westerly line of the NE1/4 of said Section 1 a distance of 1222.90 feet; thence N89°24'57"E 19.37 feet to the point of BEGINNING; thence from said point of beginning N89°24'57"E 660.43 feet; thence S00°45'43"W 647.10 feet; thence S89°49'15"W 644.18 feet; thence N00°40'43"W 642.37 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A".

PARCEL "19": (9.79 Ac.±)

COMMENCING at the N1/4 corner of said Section 1; thence from said point of commencement S00°59'44"E along the westerly line of the NE1/4 of said Section 1 a distance of 1865.17 feet; thence N89°49'15"E 15.82 feet to the point of BEGINNING; thence from said point of beginning N89°49'15"E 644.18 feet; thence S00°22'05"W 380.97 feet; thence S08°45'39"W 301.20 feet; thence S89°49'15"W 587.93 feet; thence N00°40'43"W 678.52 feet to the point of beginning.

SUBJECT TO and as an APPURTENANCE THERETO Easement "A".

PARCEL "33": (9.84 Ac.±)

COMMENCING at the S1/4 corner of said Section 1; thence from said point of commencement N00°59'44"W 2101.18 feet along the westerly line of the SE1/4 of said Section 1; thence N89°49'15"E 12.06 feet to the point of BEGINNING; thence from said point of beginning N89°49'15"E 587.93 feet; thence S14°18'07"E 627.92 feet; thence S89°49'15"W 432.03 feet; thence S01°20'06"E 105.00 feet; thence S89°49'15"W 245.01 feet; thence N00°40'43"W 713.94 feet to the point of beginning.

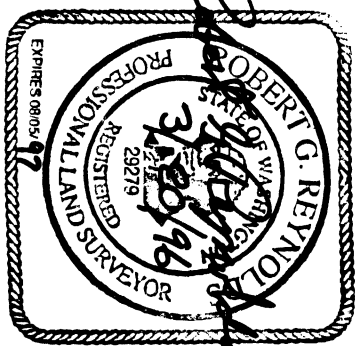
SUBJECT TO and as an APPURTENANCE THERETO Easement "A".

PARCEL "A": (Area = 5.03 Acres±)

That portion of Section 1, T28N, R43E, W.M., lying easterly of Hardesty Road No. 777, a 40 foot wide county road, in Spokane County, Washington, described as follows:

COMMENCING at the northwest corner of said Section 1 as marked by a #4 rebar and plastic cap, by J. Benthlin, P.L.S. #13315, in March 1977; thence S00°40'55"E 949.23 feet along the West line of said Section 1; thence N89°57'39"E 19.21 feet to a point marked by a 1/2" pipe set by L. Leinweber as the northwest corner of "Tract 4" of the Record of Survey recorded in Book 5 of Surveys, on page 27, under Spokane County Auditors No. 7511120175, and the point of BEGINNING; thence continuing N89°57'39"E, 841.32 feet; thence S00°04'22"E 266.19 feet; thence N89°59'20"W 812.93 feet to a 1/2" pipe marking the southwest corner of "Tract A" of said Leinweber Survey; thence N00°54'31"E 37.86 feet; thence N07°20'33"W 229.48 feet to the point of beginning.

EASEMENTS "A" - "G" ARE DEFINED ON R.O.S. BK 64, PGS 10-15.



J. PAUL RAMER & ASSOCIATES, INC.	
CIVIL ENGINEERS AND LAND SURVEYORS	
N 10115 NEWPORT HWY., SPOKANE, WASHINGTON 99208	
(509) 467-5261	
GRANDVIEW RANCH	
P.O. BOX 18810	
SPOKANE, WA 99208	
Date: 3-12-96	Project No. 94299
Scale: 1/2" = 1/4"	
Drawn: KGR	
Checked: L.L.	
Field Book: L.L.	
Sht 2 of 2	

2822 SEC 1, T28N, R43E, Pg 28



RETURN ADDRESS

APG Limited Partnership
Alex Guarino
5924 E Robin Lane
Chattaroy WA 99003

		MANUFACTURED HOME APPLICATION	
PLEASE CHECK ONE			
<input checked="" type="checkbox"/> TITLE ELIMINATION <input type="checkbox"/> TRANSFER IN LOCATION <input type="checkbox"/> REMOVAL FROM REAL PROPERTY			
1 MANUFACTURED HOME			
TPO / PLATE NUMBER	YEAR	MAKE	LENGTH/WIDTH(FEET)
4085146	1995	Marlette	X
VEHICLE IDENTIFICATION NUMBER (VIN)			
H011064A8			
2 LAND		ADDITIONAL LEGAL DESCRIPTION ON PAGE	
MANUFACTURED HOME WILL BE		<input checked="" type="checkbox"/> AFFIXED <input type="checkbox"/> REMOVED	
PROPERTY TAX PARCEL NUMBER		38012.9051 & 9051R	
LOT	BLOCK	PLAT NAME	SECTION/TOWNSHIP/RANGE
A legal description can be obtained from the local County Assessor's Office. If there is not enough room here, use the Application Attachment form, TD-420-732, available at your local County Auditor's Office.			
Sec 01 Township 28 Range 43 Parcel 2 of R.O.S.			
AUDITOR'S #4024007 BK71 PG587888 BNG A DTN of NW			
3 GRANTOR(S) REGISTERED/LEGAL OWNER(S)		ADDITIONAL NAMES ON PAGE	
COUNTY #	INCORPORATED	UNINCORPORATED	# REGISTERED OWNERS
Spokane			
NAME OF FIRST REGISTERED OWNER		DOL CUSTOMER ACCOUNT NUMBER	
APG Limited Partnership			
ADDRESS OF FIRST REGISTERED OWNER		CITY	STATE ZIP CODE
5924 E Robin Lane		Chattaroy	WA 99003
NAME OF FIRST LEGAL OWNER		DOL CUSTOMER ACCOUNT NUMBER	
Alex Guarino & Pati Guarino			
ADDRESS OF FIRST LEGAL OWNER		CITY	STATE ZIP CODE
5924 E Robin Lane		Chattaroy	WA 99003
GRANTEE(S)		ADDITIONAL NAMES ON PAGE	
NAME OF FIRST GRANTEE		DOL CUSTOMER ACCOUNT NUMBER	
Any one who knowingly makes a false statement of a material fact is guilty of a felony, and upon conviction may be punished by a fine, imprisonment, or both. (RCW 46.12.210)			
I DO SOLEMNLY ATTEST UNDER PENALTY OF PERJURY LAW THAT I / WE ARE THE REGISTERED OWNERS OF THIS VEHICLE AND THIS INFORMATION IS ACCURATE:			
SIGNATURE OF LEGAL OWNER INDICATES CONSENT FOR ELIMINATION OF TITLE / REMOVAL FROM REAL PROPERTY:		X Alex Guarino APG Limited Partnership	
X Alex Guarino		SIGNATURE OF FIRST REGISTERED OWNER AND TITLE, IF APPLICABLE	
SIGNATURE OF FIRST LEGAL OWNER AND TITLE, IF APPLICABLE		SIGNATURE OF SECOND REGISTERED OWNER AND TITLE, IF APPLICABLE	
X Pati Guarino			
NOTARY SEAL		NOTARIZATION / CERTIFICATION FOR REGISTERED OWNER(S) SIGNATURE	
		State of Washington County of Spokane	
		Signed or attested before me on 3-15-01	
		Signature Joni K Wheeler	
		Printed Name of Applicant Alex & Pati Guarino	
		Title Joni K. Wheeler	
		DEALERSHIP Position/Agent/NOTARY	
		Dealer No. OR AND: County/Office No. OR 5-28-04	
		Notary Expiration Date	
DEALER'S REPORT OF SALE I certify that this information is correct. The vehicle is clear of encumbrances except as shown.			
DEALER NAME		WA DEALER NUMBER	DATE OF SALE
PURCHASE PRICE		TAX JURISDICTION/TAX RATE	DEALER'S AUTHORIZED SIGNATURE
<input type="checkbox"/> USE TAX EXEMPT Sale to a Certified Tribal member on the reservation (attach notarized statement of delivery).			
4 COUNTY AUDITOR/AGENT LICENSING OFFICE APPROVAL: (Not for use by Sub-Agents)			
I certify that the above application appears to have been completed correctly, and the applicant has sufficient documentation to proceed with the recording of this form.			
NAME (TYPED OR PRINTED)		COUNTY OFFICE/VFS OPERATOR NUMBER	
BARBARA KEHRER		32011#29	
SIGNATURE		DATE	
Barbara Kehler		3-15-2001	



4566295
Page: 2 of 2
03/15/2001 11:39A
Sokane Co. WA

5 TITLE COMPANY CERTIFICATION	
I certify that the legal description of the land and ownership is true and correct per the real property records.	
NAME	TITLE COMPANY/PHONE NUMBER
SIGNATURE / POSITION	DATE
Finalize this application with a Licensing Agent within 10 calendar days of the date Title Company Representative signs.	
6 BUILDING PERMIT OFFICE CERTIFICATION	
I certify that the manufactured home has been affixed to the real property as described, OR a building permit has been issued for this purpose and the attachment will be inspected upon completion.	
NAME	PERMIT OFFICE/PHONE #
SIGNATURE / POSITION	DATE

Parcel 38012.9051 is sectioned into three,
Stacey Robinson, SPOKANE COUNTY
38012.9011
95-4312/477-7219
3/15/01

INSTRUCTIONS

COMPLETE THE APPROPRIATE BOXES ON THE FORM AS INDICATED BELOW,
DEPENDENT UPON THE TRANSACTION YOU WISH TO PROCESS.

- A. Manufactured Home Title Elimination Application** (complete boxes 1, 2, 3, 4 and 6). Use to eliminate a title for a manufactured home which is to become real property.
- B. Manufactured Home Transfer In Location Application** (complete all boxes). Use **only** when a manufactured home (whose title has been eliminated) is being moved to land with a different legal description **AND** will become part of the real property to which it will be moved and affixed. If the transfer in location is between two different counties, prepare this form in duplicate and have each recorded in its respective county.
- C. Manufactured Home Removal From Real Property Application** (complete boxes 1, 2, 3, 4 and 5). Use when titling a manufactured home whose title has been previously eliminated. Once properly completed and recorded, this application becomes a supporting document along with others required to apply for a Certificate of Title for the manufactured home.

IMPORTANT: SIGNATURES OF THE OWNERS ON THE MANUFACTURED HOME APPLICATION INDICATE TERMINATION OF INTEREST IN THE MANUFACTURED HOME THROUGH TITLE PROVIDED BY CHAPTER 46.12 RCW AND INDICATE INTENT TO PERFECT INTEREST IN THE MANUFACTURED HOME AS REAL PROPERTY WITH THE LAND HE/SHE/THEY OWN AND TO WHICH IT IS/WILL BE AFFIXED. IF THE MANUFACTURED HOME IS BEING REMOVED FROM REAL PROPERTY, SIGNATURES OF THE OWNERS PER THE REAL PROPERTY RECORDS INDICATE CONSENT TO THE REMOVAL. THE FORM MAY THEN BE USED FOR MAKING APPLICATION FOR TITLE WITH THE DEPARTMENT OF LICENSING AS PROVIDED BY CHAPTER 46.12 RCW.

Note: Owners of the manufactured home must own the land when the application is for a Manufactured Home Title Elimination or a Manufactured Home Transfer In Location, as provided by Chapter 65.20 RCW.

- SECTION 1** Enter the description of the manufactured home.
- SECTION 2** Place an "X" in the appropriate box and enter the property tax parcel number, lot, block, plat number and section/township/range, when applicable. Write a legal description in the space provided. If there is not enough room, use the Title Application Attachment (TD0420-732). When processing a "Transfer in Location Application," both boxes should be checked. The application must then be accompanied by two separate land descriptions.
- SECTION 3** This area must be signed by all registered owners of the manufactured home when processing a title elimination. **If the manufactured home has been sold and is being removed from the real property, the owners per the real property records must complete this portion to obtain a Certificate of Title.** Signatures of the owners must be notarized or certified by the selling dealer or a vehicle licensing agent. Fees will include a filing and application fee plus sales or use tax due. Additional fees may include: a title elimination fee and a Mobile Home Affairs Fee. Subagents will charge an additional service fee. (Fees are subject to change without notice.)
- SECTION 4** Take the properly completed Manufactured Home Application and all necessary supporting documents to the County Auditor/Licensing Agent Office for approval. Supporting documents may include but are not limited to: proof of ownership or a Manufacturer's Statement of Origin (MSO), proof of taxes paid, and applicable release(s) of interest. Subagents may **not** complete the approval portion of this form.
- SECTION 5** The "Title Company Certification" box must be completed when processing a "Transfer in Location" or a "Removal From Real Property" application. **Important:** The final recorded application form must be submitted to a vehicle licensing agent within 10 days of the title company's certification.
- SECTION 6** When processing an "Elimination" or "Transfer In Location" application, a city or county office (depending upon the location of the manufactured home) must certify that the home is affixed to the land, or, issue a building permit to affix the manufactured home to the land, inspecting the completed attachment. The issuing office must sign the application, adding the permit number if the inspection has not yet occurred.

IMPORTANT: Once the application has been approved by the County Auditor/Licensing Agent Office, take your application form to the County Recording Office. Retain proof of the recording fees paid. If the Recording Office retains your original application form, obtain a certified copy of the recorded form.

APPLICANTS: Once recorded, you must return to a Vehicle Licensing office to file the Manufactured Home Application, paying all required fees.

*The Department of Licensing has a policy of providing equal access to its services.
If you need special accommodation, please call (360) 902-3600 or TDD (360) 664-8885.*



VISTA
TITLE & ESCROW

SENTRY
DYNAMICS

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Parcel Information

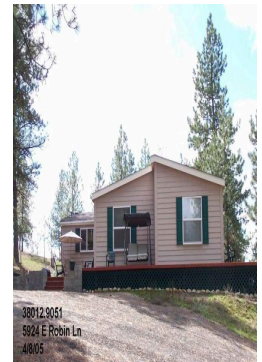
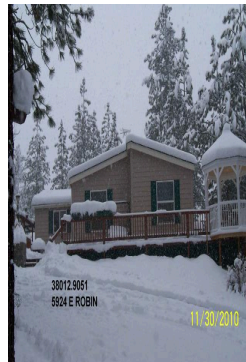
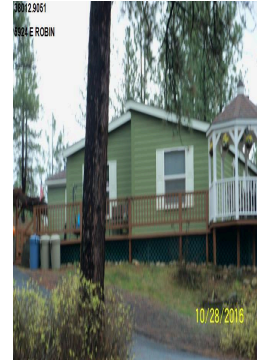


Parcel Number: 38012.9051

Site Address: 5924 E ROBIN

Data As Of: 8/20/2024

Parcel Image



Owner Name: GINTZ, JOHN P & VICTORIA L

Address: 5924 E ROBIN LN, CHATTAROY, WA, 99003-

Taxpayer Name: GINTZ, JOHN P & VICTORIA L

Address: 5924 E ROBIN LN, CHATTAROY, WA, 99003-8827

Site Address

Parcel Type	Site Address	City	Land Size	Size Desc.	Description	Tax Year	Tax Code Area	Status
R	5924 E ROBIN	CHATTAROY	5.08	Acre(s)	18 Other Residential	2024	3600	Active

Assessor Description

Section 01 Township 28 Range 43, PARCEL 2 OF R.O.S., AUDITOR'S #4024007, BK 71, PGS 87 & 88 BNG A PTN OF NW 1/4 & PTN OF GOV LT 4 OF NW 1/4.

Appraisal

Parcel Class	Appraiser	Neighborhood Code	Neighborhood Name	Neighborhood Desc	Appraiser Name	Appraiser Phone
18 Other Residential	146	733800	CHSPG	RNGE CHATTAROY SPRINGS	Jerry	(509) 477-5945

Under Washington State Law (WAC 458-07-015) The Assessor's office is required to make an exterior observation of all properties at least once every six years.

This property is scheduled for inspection between October 2028 and May of 2029.

Assessed Value

Tax Year	Taxable	Market Total	Land	Dwelling/Structure	Current Use Land	Personal Prop.
2025	357,840	357,840	91,640	266,200	0	0
2024	365,940	365,940	91,640	274,300	0	0
2023	365,000	365,000	70,400	294,600	0	0
2022	261,000	261,000	52,400	208,600	0	0

Tax Year	Taxable	Market Total	Land	Dwelling/Structure	Current Use Land	Personal Prop.
2021	236,100	236,100	52,400	183,700	0	0

Characteristics

Dwelling/ Structure	Year Built	Gross Living Area	Size	Type	House Type	Roof Material	Heat	Cool	Bedroom*	Half Bath*	Full Bath*
Dwelling	1995	1,677		NA	SF 91 Double Wide	Comp sh medium	Forced hot air-elec	Central air	3	0	2
Residential Detached Garage	1995	NA		576	SF				0	0	0
General Purpose Bldg Wood Pole Frame	2000	NA		720	SF				0	0	0

* - Room counts reflect above grade rooms only.

Residential Sq Ft Breakdown	Sq Ft	Extension
1st Floor	1,677	R01

Features / Structure	Main Floor Size	Size Type
DWELL - Wood Deck	808	SF

Land Number	Soil ID	Frontage	Depth	Lot(s)
1	TO10	0	0	0

Sales

Sale Date	Sale Price	Sale Instrument	Excise Number	Parcel
02/25/2016	185,000.00	Statutory Warranty Deed	201602092	38012.9051
02/25/2016	0.00	Quit Claim Deed	201602091	38012.9051
04/19/1995	35,000.00	MULTIPLE LAND SALE		38012.9051
04/19/1995	0.00	LAND ONLY SALE		38012.9051

Property Taxes

There are special circumstances regarding this parcel. Please call (509) 477-4713 for tax information.

Disclaimer

We are pleased to give you online access to the Assessor's Office and Treasurer's Office property tax and valuation information. While we make every effort to produce and publish the most current and accurate information possible, portions of this information may not be current or correct. Neither Spokane County, the Assessor, nor the Treasurer makes any warranty, express or implied, with regard to the accuracy, reliability, or timeliness of information in this system, and shall not be held liable for losses caused by using this information. Any person or entity that relies on any information obtained from this system, does so at his or her own risk. Please feel free to contact us about any error you discover or to give comments and suggestions. Call the Assessor's Office at (509) 477-3698 or the Treasurer's Office at (509) 477-4713.

RCW 42.56.070 (9) prohibits the release of lists of individuals requested for commercial purposes. The requester expressly represents that no such use of any such list will be made by the user or its transferee(s) or vendee(s). I understand, acknowledge, and accept the statements above, and agree to adhere to the prohibitions listed in RCW 42.56.070 (9).