# WA LITIGATION GUARANTEE

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

**Guarantee No.:** G-6328-000027481 **Liability:** $ 478,800.00 **Fee:** $ 1,360.00

**Order No.:** 25-40759-VTE **Dated:** August 8, 2025

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

## GUARANTEES

### Spokane County Treasurer

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

STEWART TITLE GUARANTY COMPANY
INCORPORATED
1908
TEXAS

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.**

## LITIGATION GUARANTEE

Issued by
**STEWART TITLE GUARANTY COMPANY**
a corporation, herein called the Company

## SCHEDULE A

Prepared by: Vista Title and Escrow LLC, 602386172
Order Number: 25-40759-VTE
Date of Guarantee: August 8, 2025
Amount of Liability: $478,800.00
Total: $1483.76

Guarantee No.: 000027481
Premium: $1,360.00
Sales Tax: $123.76

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:
   Retta Barnes-Mellberg, a single person, who acquired title by Deed recorded July 24, 2018 under Auditor's file number 6727424

4. The land referred to in this Guarantee is situated in the State of Washington, County of Spokane and is described as follows:
   See attached Exhibit “A”.

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

## SCHEDULE B

Order Number: 25-40759-VTE Guarantee No.: 000027481

## 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 and the City of Spokane Valley and the Spokane County Water District #3

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. Pending action in Spokane County:
    Superior Court Cause No.: 25-2-01607-32
    Being an action for: Tax Lien Foreclosure
    Plaintiff: Spokane County, a Political Subdivision of the State of Washington
    Defendant: Defender Homes Airway Heights, LLC
    Attorney for Plaintiff: Lawrence Haskell
    Telephone No.: 509-477-5764

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

14. Restrictions, easements, dedications and delineated matters, but deleting any covenant, conditions, or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (C), contained on the face of the Plat of Myron Estates No. 2 First Addition in the official records as recorded in Volume 11 of Plats, Page(s) 52, and any amendments thereto.

15. Covenants, conditions, restrictions and reservations, but deleting any covenant, conditions, or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (C), and any amendments thereto:
    Recorded: March 24, 1974
    Recording No.: 7405240089 in the official records

**End of Special Exception**

## INFORMATIONAL NOTES

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

   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: 25-40759-VTE Guarantee No.: 000027481

## PROPERTY DESCRIPTION:

LOT 17 IN BLOCK 2 OF MYRON ESTATES NO. 2 FIRST ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE(S) 52, RECORDS OF SPOKANE COUNTY, WASHINGTON.

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

07/24/2018 09:23:20 AM 6727424
Recording Fee $100.00 Page 1 of 2
Warranty Deed VISTA, TITLE & ESCROW LLC
Spokane County Washington

AFTER RECORDING MAIL TO:

RETTA BARNES-MELLBERG
4518 S. Woodward Rd.
Spokane WA 99206

7/24/2018 201811192
MWG $5,879.00

**STATUTORY WARRANTY DEED** VT: 181455

THE GRANTOR(S), **KEVIN R. LINGOW and VICKI E. LINGOW**, husband and wife, for and in consideration of Ten Dollars and other valuable consideration in hand paid, convey(s) and warrant(s) to **RETTA BARNES-MELLBERG**, a single person, the following-described real property located in Spokane County, Washington:

Lot 17 in Block 2 of Myron Estates No. 2 First Addition, according to the plat thereof recorded in Volume 11 of Plats, Page(s) 52, records of Spokane County, Washington.

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

TAX PARCEL NO. 44042.0510

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

DATED this 12 day of July, 2018.

Kevin R. Lingow
**KEVIN R. LINGOW**

Vicki E. Lingow
**VICKI E. LINGOW**

STATE OF WASHINGTON )
: ss.
County of Spokane )

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

GIVEN under my hand and official seal this 12 day of July, 2018.

JOSEPH P. HOGAN
NOTARY PUBLIC
STATE OF WASHINGTON
My Commission Expires October 30 2020

NOTARY PUBLIC in and for the State of WA. County of Spokane.
My Commission Expires: 10/30/20.

PLAT #2137

730820016

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that Valley Vista Convalescent Center, an Idaho Corporation, has laid off into lots, blocks and streets the land shown hereon to be known as, "MYRON ESTATES NO. 2 FIRST ADDITION" described as follows: that portion of Gov't lots 3 and 5 in Sec. 4, T. 24 N., R 44 E.W.M., described as follows:

Beginning at the North East Corner of Government lot No. 3 , thence West along the north line of said Gov't lot 3, 365 feet thence S0°07'17" E 160 feet to the true point of beginning, thence West parallel to the north line of said Sec. 4, 605.34 feet, thence South 50 feet, thence West 50 feet, thence South 343.06 feet to a point of curve to the left with a radius of 745.69 feet, thence along the arc of the curve 205.62 feet, to the point of tangent, thence S15°47'58" E 152.14 feet, thence N 74°04'45" E 414.07 feet to a point of curve to the left with a radius of 365.61 feet, thence along the arc of the curve 158.48 feet to the point of tangent, thence N 49°14'36" E 78.36 feet to a point of curve to the right with a radius of 176.90 feet, thence along the arc of the curve 125.84 feet to the point of tangent, thence West 99.95 feet, thence N 0°07'17" W 280 feet, thence N 26°39'44" W 55.95 feet, thence N 0°07'17" W 130 feet to the true point of beginning.

The plattor does hereby dedicate to the public for the use of the public forever the roads and streets shown hereon.

No more than one dwelling structure shall be placed on any one lot, nor shall any lot be further subdivided for the purposes of creating additional lots or building sites without filing a replat.

A 6 foot utility easement as shown hereon is for all public utilities.

A public water system acceptable to the County and State Health autorities will be made available for the plat and individual services will be provided to each lot prior to sale of lots.

Lots 8 and 9 Block 3 being one-foot in width and lying as shown hereon are dedicated to Spokane County as general county property to be deeded for road purposes forever at such time as the adjacent land is platted or the roads are continued at full width right of way.

IN TESTIMONY WHEREOF, we have hereunto set our hand and affixed the corporate seal this 9 day of July, 1973

Lucille Guthrie — President, Valley Vista Convalescent Center
Lucille Guthrie — Secretary, Valley Vista Convalescent Center

Elaine H. Malley, Violet E. Ek — Elaine H. Malley, Violet E. Ek
Grace E. Vandiver, Wilma H. Nichols — Grace E. Vandiver, Wilma H. Nichols

## ACKNOWLEDGMENT

STATE OF Washington )
COUNTY OF Spokane ) SS

On this 9th day of July, 1973, before me personally appeared the officials of the Valley Vista Convalescent Center, an Idaho Corporation, that executed the within and forgoing instrument and acknowledged the instrument to be the free and voluntary act and deed of said corporation, and the seal affixed is the offical seal of said corporation. Elaine H. Malley, Violet E. Ek, Grace E. Vandiver, Wilma H. Nichols also appeared and acknowledge said instrument to be thier free and voluntary act and deed for the purposes therin mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My commission expires November 3, 1975

Geraldine M. VanLoan
Notary Public in and for the State of Washington residing at Spokane

## SURVEYOR'S CERTIFICATE

I, Joseph L. Dickinson a licensed land surveyor, hereby certify that this plat is a true copy of the offical records and survey made by me of field measurments and that the lot corners and monuments have been set.

Joseph L. Dickinson
Joseph L. Dickinson

## COUNTY OFFICIALS

Examined and approved this 8th day of August, 1973 — Spokane County Planning Commission, Chairman: Max Milton Pawlings Jr. by Thomas D. Frazier Asst. Dir. — Planning Director

Examined and approved this 31st day of July, 1973 — R. S. Turner by — Spokane County Engineer

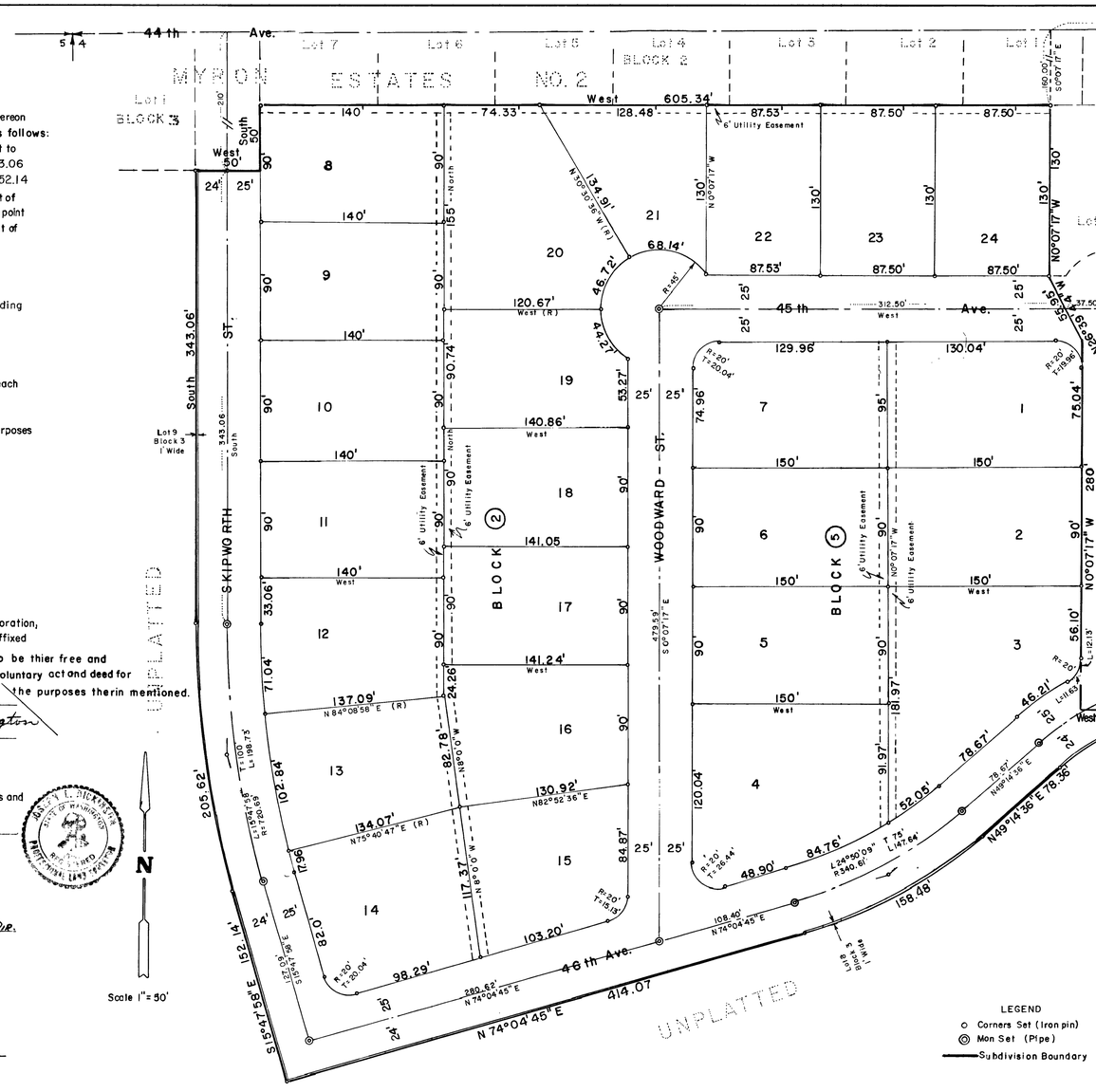
Examined and approved this 31st day of July, 1973 — L. E. Wynne by Lynda Dorchitt — Spokane County Assessor, Deputy

Examined and approved this 9 day of August, 1973 — E. W. Larson — Spokane County Commissioners, Chairman

Examined and approved this _____ day of _____, 1973 — E. C. Ploegen M.D. by — Spokane County Health District, Health Officer

I hereby certify that the required taxes on the herein platted land have been paid this 20th day of August, 1973

Merton L. Nauard by M. Morton
Spokane County Treasurer — Deputy




LEGEND
- Corners Set (Iron pin)
- Mon Set (Pipe)
- Subdivision Boundary

LATITUDES AND DEPARTURES

| COURSE | DISTANCE | NORTH | SOUTH | EAST | WEST |
|---|---|---|---|---|---|
| West | 605.34 | | | | 605.34 |
| South | 50.0 | | 50.0 | | |
| West | 50.0 | | | | 50.0 |
| South | 446.53 | | 446.53 | | |
| S15°47'58"E | 255.61 | | 245.96 | 69.60 | |
| N74°04'45"E | 494.58 | 135.67 | | 475.61 | |
| N49°14'36"E | 224.89 | 146.82 | | 170.35 | |
| East | 65.71 | | | 65.71 | |
| West | 99.95 | | | | 99.95 |
| N 0°07'17" W | 280.0' | 280.0 | | | 0.59 |
| N26°39'44" W | 55.95 | 50.0 | | | 25.11 |
| N 0°07'17" W | 130.0 | 130.0 | | | 0.28 |
| TOTALS | 2758.56 | 742.49 | 742.49 | 781.27 | 781.27 |
| DIFFERENCE | | 0.00 | | 0.00 | |

FINAL PLAT

# MYRON ESTATES NO. 2 FIRST ADDITION

A PLAT IN A PORTION OF THE NW 1/4 SECTION 4 T. 24 N. R. 44 E., W.M.
SPOKANE COUNTY, WASHINGTON

JUNE, 1973

JOSEPH L. DICKINSON
PROFESSIONAL LAND SURVEYOR

PLAT #2137

PLAT #2137

7405240089

Not Val The 11/82

DECLARATION OF PROTECTIVE CONVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned Valley Vista Convalescent Center, Incorporated, a Washington Corporation fee owners of the following described real property as follows:

MYRON ESTATES NO. 3, Being Part of N. W. ¼ Section 4, T. 24 N., R. 44 E. W. M. Spokane County, Washington

hereby make the following declarations as to limitations, restrictions and uses to which the lots and/or tracts constituting said addition may be put, and we hereby specify that said declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all person claiming under them, and for the benefit of and limitations upon all future owners in said addition, this declaration of restrictions being designed for the purpose of keeping said addition desireable, uniform and suitable in architectural design and use as specified herein.

FILED OR RECORDED
REQUEST OF Distributors Inc.
MAY 24 10 36 AM '74
VERNON W. OHLAND, AUDITOR 4.00
SPOKANE COUNTY, WASH.
DEPUTY C. Poston

Mail: Guthrie Investments
N. 1520 Vercler Rd 99216

EXHIBIT "A"

1. FULLY PROTECTED RESIDENTIAL AREA.
The residential area covenants in their entirety shall apply to: ALL MYRON ESTATES NO. 3.

2. LAND USE AND BUILDING TYPE.
No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single-family dwelling not to exceed two stories in height. A double car garage must be constructed with each residence.

3. DWELLING SIZE.
No dwelling shall be permitted on any lot having less than 1000 square feet of Living area on the main floor (outside wall measurement).

4. BUILDING LOCATION.
(a) No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line.

(b) No building shall be located nearer than 5 feet to a lot line, except that no side yard shall be required for a garage or other permitted accessory building located 70 feet or more from the minimum front yard building setback line. No dwelling shall be located on any lot nearer than 5 feet to the rear lot line.

(c) For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. LOT AREA AND WIDTH.
No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum front building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 6,000 square feet.

6. EASEMENTS.
Easements for installations and maintenance of utilities and drainage facilities are reserved as shown, if any, on the recorded plat and over the rear five feet of each lot. Within these easement areas no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

7. NUISANCES.
No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. TEMPORARY STRUCTURES.
No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently

9. SIGNS.
No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. LIVESTOCK AND POULTRY.
No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No household pet may be kept if, in the opinion of any five lot owners, the pet is a public nuisance. This only applies to lots that are less than one acre in size.

11. GARBAGE AND REFUSE DISPOSAL.
No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. SIGHT DISTANCE AT INTERSECTION.
No fence, wall, hedge or shrub planting of which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient heighth to prevent obstruction of such sight lines.

13. TERM.
These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded after which time said covenant shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. The undersigned as subdivider reserves the right to change or eliminate any of these restrictions at any time if in their sole judgment such change or eliminations is desireable. This shall be accomplished by recording written notice of change or elimination.

14. ENFORCEMENT.
Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

15. SEVERABILITY.
Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

16. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance including finished painting within 9 months after date of commencement of construction.

17. No lot owner in this addition shall oppose, or refuse to sign a petition creating a local or rural improvement district for the purpose of installing improvements in or about this addition. No local or rural improvement. district may be created without the consent of the undersigned subdividers, as long as they are the owners of any of the lots in this addition.

18. No residence shall be constructed in this plat that has a todays market value of less than $30,000.00, including lot.

19. Builders and/or owners to install curb on their lot or lots within 2 years after date of commencement of construction.

DATE 5-22-74

Ralph Guthrie