

When recorded return to:

Ron Howes
14 W. Graves Rd.
Spokane, Wa. 99218

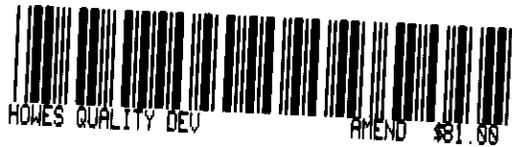
**REVISED DECLARATION OF COVENANTS FOR
FOREST HILLS 4TH ADDITION**

Located in the NE ¼ of Section 13 Township 26N Range 42 E. W. M.
Parcel Number 26131.9107

This covenant replaces DECLARATION OF COVENANTS for FOREST HILLS 4TH
ADDITION recorded on October 16th 2004 recording number 4983227.

RON HOWES OWNER

Unofficial Document



**DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS OF
FOREST HILLS 4th ADDITION**

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

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

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

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

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

ARTICLE 1

DEFINITIONS

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



1 .2 **“ASSESSMENT”**. Shall mean that portion of the cost of maintaining, improving, repairing, operating, and managing the Property which is to be paid by each Lot Owner as determined by the Association under this Declaration.

1 .3 **“ASSOCIATION”** shall mean and refer to the Forest Hills Homeowners Association, a Washington nonprofit corporation, the members of which shall be the Owners of lots in the Project.

1 .4 **“BOARD” or “BOARD OF DIRECTORS”** shall mean and refer to the governing body of the Association.

1 .5 **“BYLAWS”** shall mean and refer to the Bylaws of the Association as amended from time to time.

1 .6 **“COMMON EXPENSES”** means and includes the actual and estimated expenses of administration of the Association, and of the maintenance, repair, or replacement of those parts of the Project for which the Association is responsible, and any reasonable reserve for such purposes as found and determined by the Board and all sums designated common expenses by or pursuant to the Project Documents.

1 .7 **“DECLARANT”** shall mean and refer to Forest Hills 4” Addition, a Corporation, and its successors—in interest and assigns with respect to the Property, but shall not include members of the public purchasing lots in the Project.

1 .8 **“DECLARATION”** shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, as it may be amended from time to time.

1.9 **“DECLARATION OF ANNEXATION”** shall mean and refer to a recorded instrument by the terms of which a particular parcel or parcels of property may be subjected to the terms of this Declaration, thereby becoming annexed to and part of the Project, all according to Article 2 .3 below.

1 .10 **“DWELLING”** shall mean and refer to any residential structure (and appurtenant improvements) constructed or to be constructed upon any individually owned lot in the Project.

1.11 **“COMMON PROPERTY”** shall mean and refer to the land, together with any improvements constructed or to be constructed thereon, described as tracts 1 thru 6 on the recorded Final Plat Maps. The Common Property shall be owned in common by the Association.

1 .12 **“COMMON PROPERTY OWNERS”** shall mean and refer to the Owners of all lots in Forest Hills 4th Addition. The Common Property Owners shall own, pay taxes on and be solely responsible for the management, operation and maintenance of the Common Property.

1 .13 **“LOT”** shall mean and refer to any particular and separately designated parcel of land resulting from the subdivision of the Project according to the Subdivision Plat, and sold or held for sale to members of the general public. The



term Lot shall not, however, include property owned by the Association, Common Property, or dedicated streets.

1.14 **"MEMBER"** shall mean and refer to a person entitled to membership in the Association as provided herein.

1.15 **"OWNER" or "OWNERS"** shall mean and refer to the record owner or holder of fee or equitable title to a Lot in the Project. This shall include any person having a fee simple title to any Lot, but shall exclude persons or entities having any interest merely as security for the performance of any obligation. Further, if a Lot is sold under a contract of sale (which contract or notice thereof is recorded), the contract purchaser, rather than the fee owner, shall be considered the "Owner".

1.16 **"PHASE"** shall mean and refer to a particular parcel of property which is or shall become part of the Project pursuant to the recordation of any appropriate Declaration of Annexation. The property described in Exhibit "B" to this Declaration shall be deemed to be a subsequent phase of the Project.

1.17 **"PROJECT"** shall mean and refer to the entire Property including all structures and improvements erected or to be erected thereon, and including all phases annexed thereto.

1.18 **"PROJECT DOCUMENTS"** means and includes this Declaration as it may be amended from time to time, the exhibits attached hereto, the Subdivision Plat, the Articles and Bylaws of the Association, and the rules and regulations for the members as established from time to time.

1.19 **"PROPERTY" or "PROPERTIES"** means and includes the real property covered by this Declaration, and all improvements erected thereon and all property, real, personal or mixed, intended for or used in connection with the project.

1.20 **"STORM WATER DISPOSAL SYSTEM"** shall mean and refer to the street gutters, curbs, curb drops, grassed percolation and storm water retention areas, and drywells constructed or to be constructed within or off site of property for the purpose of collection, treating and disposing of storm water runoff. Including all piping and structures offsite that are a part of the entire storm water system, and all piping and roadways and easements on site.

1.21 **"STREETS"** shall refer to those parts of the Project which been dedicated to Spokane County, as described on the Subdivision for use as public roadways, including cul-de-sacs so dedicated.

1.22 **"PRIVATE ROADS"** shall refer to those parts of the Project which are designated as private roads as described on the Subdivision Plat.

ARTICLE 2



DESCRIPTION OF PROJECT, DIVISION OF PROPERTY, AND
CREATION OF
PROPERTY RIGHTS AND OBLIGATIONS

2 .1 **Description of Project.** The project consists of the underlying Property with the residential dwelling and all other improvements and systems located or to be located thereon, regardless of the ownership thereof.

2 .2 **Division of Property.** The Property and its management responsibility are hereby divided as follows:

2 .2. 1 **Lots and Dwellings.** Each of the lots as separately designated, numbered, and shown on the Subdivision Plat shall be conveyed to and owned by an individual purchaser or purchasers, subject to the requirements and restrictions set forth in the Declaration. Each owner shall have the right and obligation to construct a Dwelling on his Lot, subject to the restrictions set forth in Article 9 below. The Owner of each Lot, by virtue of such ownership, shall automatically become a Member in the Association.

2 .2. 2 **Streets.** Private roads within the Project, shall be maintained by the Owners of those lots which are adjoining to the private roads within the Project as provided for in the Declaration of Covenant Requiring Private Construction and Maintenance of Plat Approved Private Road executed by Declaration in conjunction with the Plat Dedication. The owners of those lots which are adjoining the private roads with the Project shall be required to execute Private Road Maintenance Agreements which will provide for the maintenance and repair of the private roads.

2 .2. 3 **Common Property.** The Common Property known as Tracts within and outside the Project shall be owned in equal undivided interests by the Common Property owners of all the lots. As the Owner of an undivided interest, each Common Property Owner shall have the right to easement of use and enjoyment in and to the Common Property. Each Common Property Owner shall be responsible for an equal share of the cost of taxes, claims, managing, maintaining, repairing, improving and insuring the Common Property, which management, maintenance, repair, improvements and insurance shall be provided for according to the majority vote of the Common Property Owners (voting being conducted on a vote per lot basis). Such obligation shall be a lien on each such Lot, foreclosable as a mortgage in favor of each other Common Property Owner. The fractional undivided common interest appurtenant to each Lot owned by the Common Property Owner is declared to be permanent in character and cannot be altered without the consent of all Owners affected and the consent of any mortgage's affected), as expressed in a recorded instrument. Such common interest cannot be separated from the Lot to

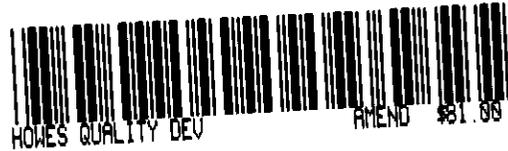


which it is appurtenant. The Homeowners Association shall have the responsibility for the operation, management or repair of the Common Property.

2.2.4 Storm Water Disposal System. The Project shall be serviced by a storm water disposal system, Exhibit "C", shared by Northview Estates, consisting of the concrete curbs, and curb drops, piping, grassed percolation and storm water retention areas, access roads and drywells as well as maintenance and operation of the offsite stormwater facility that is shared by Northview Estates. All components of the storm water disposal system shall be constructed as per the accepted road and drainage plans on file at Spokane County. Maintenance of the drainage facility must be as per the Operations and Maintenance manual as prepared for this project by Paul Ramer and Associates and maintained in compliance with the standards of Spokane County. The Association shall be responsible for the proper maintenance of grassed percolation retention areas. 'Proper Maintenance' shall mean maintaining the area with a live cover of grass depicted in approved plans on file with Spokane County Engineering Department and maintaining clear all attendant curb drops. Spokane County shall have the right to monitor the operations and maintenance of the storm water disposal system. If, in the opinion of Spokane County the Association is unable to properly maintain the storm water disposal system, the County and/or its agent shall be reimbursed by the Association. In order for Spokane County to perform in this capacity, it shall have the right of ingress and egress over all easements set aside for storm water disposal. If needed the Agreement to implement Contingency Plan, Resolution No. 03-0780, as recorded with the Spokane County Auditor recording doc. # 4975769, shall be the financial obligation and responsibility of the developer (prior to the formal establishment of a Homeowners Association) or the Forest Hills 4th Addition and the Northview Estates Homeowners Associations.

2.3 Annexation of Additional Parcels. Additional parcels may be annexed to the Property and become subject to the rights and responsibilities stated in this Declaration by either of the following methods:

2.3.1 Annexation Pursuant to Plan. Within ten (10) years of the filing of this Declaration with the Spokane County Recorder's office, the property describe in Exhibit B, or any portion thereof, may, at the discretion of the legal owner or owners of said property, or recorded subdivided portion thereof, be annexed to, and become a part of, the Property without the consent of Association or its Members.



2.3.1.1 If the legal owner or owners of the property described in Exhibit B, or any validly recorded subdivided portion thereof, decide to exercise the option of Annexation Pursuant to Plan, the person or persons so doing will provide the registered agent of the Declarant, or its successor-in-interest, with written notice of intent to be annexed to the Property, which must be postmarked no later than 30 days before such annexation is recorded with the Spokane County Recorder, and sent by Certified Mail to the address of the appropriate registered agent.

2.3.1.2 Upon the expiration of 30 days from the date the aforementioned notice was sent to the appropriate registered agent, the Declarant, or its successor-in-interest, and legal owner or owners who wish to exercise the option of Annexation Pursuant to Plan, will jointly sign a Declaration of Annexation and submit the same to the Spokane County Recorder for recording. The recording fee will be paid by the owner or owners who wish to exercise the option of Annexation Pursuant to Plan.

2.3.1.3 The aforementioned Declaration of Annexation shall incorporate additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect differences in the character and use, if any, of the annexed property. The Declarant or its successor-in-interest and the owner or owners pursuing annexation under this provision, will negotiate such additions or modifications in good faith. If agreement cannot be reached in a timely manner, the ten year period available for exercise of this option shall be tolled until and agreement can be reached or adjudicated.

2.3.2 Annexation Upon Approval of Declarant's Successor-in-interest. If the owner or owners of the property described in Exhibit B, or any validly recorded subdivided portion thereof, do not exercise the option of Annexation Pursuant to Plan within the ten (10) year period commencing after the filing of this Declaration with the Spokane County Recorder, but later desires to become annexed into the Property, or if any other owner of property adjacent to the Property wishes to be annexed into the Property, such owner or owners must obtain approval of the Declarant, if still a legal owner of the Property, or any portion thereof, and 1/3 (one-third) of all active members of the Association.

2.3.3 Once property is annexed into the Property by either of the two means allowed under this provision, the owners of such annexed property will automatically be granted the right to use any Declarant- or Association-owned right of way, street, or other means of ingress and egress, and or utility facilities, except for



storm sewer, or routes as may be necessary to access, service, or develop the annexed property. This right to use is to be considered an express, non-exclusive easement or easements and will not exceed the rights of any other Association member except as may be necessary for development, servicing and use of the annexed property.

ARTICLE 3

ASSOCIATION. ADMINISTRATION. MEMBERSHIP AND VOTING RIGHTS

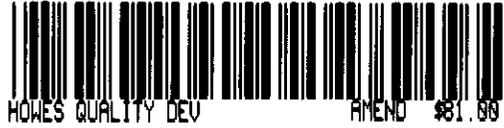
3 .1 ASSOCIATION TO MANAGE PROJECT. The Owners of all the Lots covenant and agree that the administration of the Project shall be in accordance with the provisions of this Declaration, the Articles, and the Bylaws of the Association, subject to the standards set forth in this Declaration and all applicable laws, regulations and ordinances of any governmental or quasi-governmental body or agency having jurisdiction over the Project. Notwithstanding the generality of foregoing, the primary function of the Association shall be the enforcement of the restrictions set forth in the Declaration, the maintenance of landscaping within the landscape areas and easements as set forth in the Subdivision Plat, and the maintenance of all median and divider strips located within the streets within the Project.

3 .2 MEMBERSHIP. The Owner of a lot shall automatically upon becoming an Owner, be a Member of the Association, and shall remain a Member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership shall be in accordance with the Articles and the Bylaws of the Association.

3 .3 TRANSFERRED MEMBERSHIP. Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Lot to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in his name to the purchaser of his lot, the Association shall have the right to record the transfer upon its books and thereupon the membership outstanding in the name of the seller shall be null and void.

3 .4 CLASSES OF MEMBERSHIP. The Association shall have three (3) classes of voting membership established according to the following provisions:

3 .4. 1 Class A Membership. Class A Membership shall be that held by each owner of a Lot other than Declarant, and Builders, and each class A Member shall be entitled to one (1) vote for each Lot owned. If a Lot is owned by more than one (1) person, each



such person shall be a Member of the Association but there shall be not more than one vote for each Lot.

3 .4. 2 Class B Membership. Class B Membership shall be that held by Builders or Contractors who own lots. Each class B Member shall be entitled to two (2) votes per each lot owned, until such a time that lot ownership changes to homeowner, than each lot will revert to Class A membership.

3 .4. 3 Class C Membership. Class C Membership shall be held by Declarant (or its successors-in-interest) who shall be entitled to three (3) votes for each Lot owned by Declarant; provided that Class C Membership shall be converted to Class A Membership through Class B Membership and shall forever cease to exist on the occurrence of whichever of the following is first in time:

3 .4. 2. 1 When the total outstanding votes held by Class A Members (all phases) equals the total outstanding votes held by Class B Member (all phases) and Class C Member (all phases). Once Class B and C Membership is converted it shall forever cease to exist regardless of the annexation of additional phases within the Project or

3 .4. 2. 2 On the seventh anniversary of recordation of this Declaration.

3 .5 VOTING REQUIREMENT. Except where otherwise expressly provided in this Declaration, the Articles or the Bylaws, any action by the Association which must have the approval of the Association Membership before being undertaken shall require the vote or written assent of the prescribed percentage of the total voting power (all classes) of Association.

3 .6 COMMENCEMENT OF VOTING RIGHTS. Voting rights attributable to any Lot in a phase other than the first phase shall not vest until that Lot shall also be subject to assessment obligations to the Association pursuant to Article 4 below.

3 .7 MEMBERSHIP MEETINGS. Regular and special meetings of Members of the Association shall be held with the frequency, at the time and place, and in accordance with the provisions of the Bylaws of the Association.

3 .8 BOARD OF DIRECTORS. The affairs of the Association shall be managed by a Board of Directors which shall be established and which shall conduct regular and special meetings according to the provisions of the Bylaws of the Association.

ARTICLE 4



MAINTENANCE AND ASSESSMENTS

4.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant for each Lot owned within the Project hereby covenants and each Owner of any Lot by acceptance of a deed or contract therefore, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay to the Association: (1) regular assessment charges, and (2) special assessments for capital improvements and unexpected expenses, such assessments to be established and collected as provided herein and in the Bylaws of the Association. The regular and special assessments, together with interest, costs, and actual attorneys' fees, shall be a charge and a continuing lien upon the Lot against which each assessment is made, the lien to become effective upon levy of the assessment. Each such assessment, together with interest, costs, and actual attorneys' fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. No Owner of a Lot may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any part of the Project or by the abandonment of his Lot.

4.2 PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the Project, and shall include (as part of the regular periodic assessments,) an adequate reserve for maintenance, repairs and replacement of those areas owned and managed by the Association, and which must be replaced on a periodic basis. Specifically, and without limiting the generality of the foregoing, the assessments shall be used to cover expenses of administering the Association, of enforcing the covenants, conditions and restrictions of the Declaration, of providing for the insurance for the Association, and of providing for the maintenance of landscaped areas of the Project, and of roadways, medians and dividers, located within the project and any and all of storm water facilities.

4.3 REGULAR ASSESSMENTS. Until the first day of the fiscal year immediately following the closing of the sale of the first Lot in the Project, the regular annual assessment per Lot shall be such amount as is set forth in the Project budget prepared by Declarant, payable in periodic installments as determined by the Board. Each Lot's share for the first Association fiscal year shall be prorated based on the number of months remaining in that fiscal year. Thereafter, the Board shall determine and fix the amount of the annual assessment against each Lot at least sixty (60) days in advance of the beginning of each fiscal year.

4.4 SPECIAL ASSESSMENTS. In addition to the regular assessments authorized above, the Board may levy, in any fiscal year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital



improvement within the Project or part of the Project including offsite drainage facilities, including fixtures and personal property related thereto, or to defray any unanticipated or underestimated regular assessment. Special assessments may also be levied against an individual Lot and its Owner to reimburse the Association for costs incurred in bringing that Owner and his Lot into compliance with the provisions of this Declaration and the Bylaws including attorneys' fees and costs.

4 .5 ALLOCATION OF ASSESSMENTS. Each lot, including Lots owned by Builder Contractor and Declarant, shall bear an equal share of each regular and special assessment (except for special assessments imposed against an individual Lot and its owner under the preceding Subparagraph). The equal allocation of assessments shall not affect the obligation of any limited Common Property Owner to pay his or her share of expenses relating to such Common Property, all as provided in Article 2 above.

4 .6 DATE OF COMMENCEMENT OF ASSESSMENT. Due dates. The regular assessments provided for herein shall commence as to all Lots in the Project or any phase thereof on the first day of the month following closing of the sale of the first Lot in the Project or phase thereof. Due dates of assessments shall be required other than an annual notice setting forth the amount of the regular assessment and the dates on which the assessment installments shall become due.

4 .7 TRANSFER OF LOT BY SALE OF FORECLOSURE. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the liability for and lien of such assessments as to payments which become due prior to such sale or transfer (except for assessment liens recorded prior to the mortgage). Such unpaid dues or charges shall be deemed to be common expenses collectible from all of the Lots including such mortgages. In a voluntary conveyance of the Lot the grantee of the same shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of the unpaid assessments due the Association and such grantee shall not be liable for, nor shall the Lot conveyed by subject to a lien for, any excess of the amount set forth in the statement, provided, however, the grantee shall be liable for any such assessment becoming due after the date of any such statement.

4 .8 ENFORCEMENT OF ASSESSMENT, OBLIGATION, PRIORITIES, DISCIPLINE. If any part of any assessment is not paid and received by the Association or its designated agent within ten (10) days after the due date an automatic late charge of Five Dollars (\$5.00) shall be assessed and additional Five Dollar (\$5.00) sums shall be assessed for each month or fraction thereof from the due date until the assessment and all late charges are paid. Each assessment shall constitute a lien on each respective Lot prior and superior to all



other liens except (1) all taxes, bonds, assessments and levies which, by law, would be superior thereto, and (2) the lien or charge of any mortgage or deed of trust of record made in good faith and for value. Such lien, when delinquent, may be enforced by sale by the Association, its attorney or other person authorized by this Declaration or by law to make the sale, after failure of the Owner to pay such assessment in accordance with the provisions of Washington law applicable to the exercise of powers of sale in deeds of trust, or by judicial foreclosure as a mortgage, or in any other manner permitted by law. The Association, acting on behalf of the Lot shall have the power to bid for the Lot at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses, rent and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may impose reasonable monetary penalties including actual attorneys' fees and costs and may temporarily suspend the Association membership rights of a Lot Owner who is in default in payment of any assessment, after notice and hearing according to the Bylaws.

ARTICLE 5

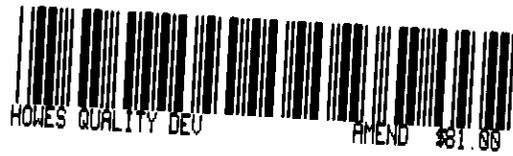
DUTIES AND POWERS OF THE ASSOCIATION

5 .1 DUTIES AND POWERS. In addition to the duties and powers enumerated in the Bylaws and Articles, or elsewhere provided for herein, and limiting the generality thereof the Association shall:

5 .1. 1 Maintain, repair, replace and manage all landscape materials, grass, automatic landscape irrigation system, signs, and fencing within all tracts within future additions to Forest Hills and all property that may be acquired by the Association.

5 .1. 2 Enforce the provisions of this Declaration by appropriate means, including without limitation, the expenditures of funds of the Association, the employment of legal counsel, and commencement of actions.

5 .1. 3 Maintain such policy or policies of insurance as are required by this Declaration or as the Board deems necessary or desirable in furthering the purposes of and protection the interests of the Association and its Members.



5 .1. 4 Have the authority to employ a manager or persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, subject to the Bylaws and restrictions imposed by any governmental or quasi-governmental body or agency having jurisdiction over the Project.

5 .1. 5 Adopt reasonable rules not inconsistent with this Declaration, the Articles, or the Bylaws relating to the use of particular areas within the Project, and the conduct of Owners and their tenants and guest with respect to the Property and other Owners.

5 .1. 6 Maintain, repair, replace and manage the living landscaping materials and grass, automatic landscape irrigation system, and sign lighting on all of the subdivision plat as indicated on the approved plans, or what becomes physical during or after construction of common areas.

5 .2 ASSOCIATION EASEMENTS AND ACCESS TO LOTS. For the purposes of performing the maintenance authorized by this Article or for any other purpose reasonable related to the performance by the Board of its responsibilities under this Declaration, the Association (and its agents and employees) shall have an easement over and onto all portions of the Project, and shall also have the right, after reasonable hours, to enter any lot.

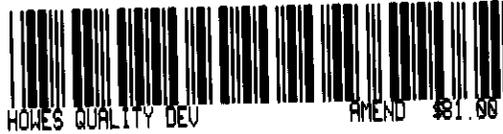
ARTICLE 6

UTILITIES

6 .1 OWNERS' RIGHTS AND DUTIES. The rights and duties of the Owners of Lots within the Project with respect to utilities shall be as follows:

6 .1. 1 Whenever water, sanitary sewer, storm sewer, electric, gas, television receiving, or telephone lines or connections are located or installed within the Project, which connections or any portion thereof, is in or upon Lots owned by other than the Owner of a Lot served by said connections, the Owners of any Lots served by said connections shall have the right and are hereby granted an easement to the full extent necessary therefore to enter upon the Lots or to have the utility companies enter upon the Lots in or upon which said connections, or any portion thereof lie, to repair, replace and generally maintain said connections as and when necessary.

6 .1. 2 Whenever water, sanitary sewer, storm sewer, electric, gas, television receiving, or telephone lines and tines or connections are located or installed within the Project, which connections serve more than one Lot, the Owner of each Lot served by said connection shall be entitled



to full use and enjoyment of such portions of said connections as service to his lot.

6 .1. 3 In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, then upon written request to one of such Owners addressed to the Association, the matter shall be submitted to the Board, which shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

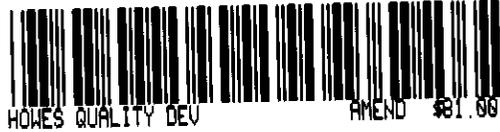
6 .2 EASEMENTS FOR UTILITIES AND MAINTENANCE. Easements over and under the Property for the installation, repair, and maintenance of sanitary sewer, storm sewer, water, electric, gas, television, and telephone lines and facilities, such as may be hereafter reasonably required to service the Property, and hereby reserved by Declarant and its successor—in—interest and assigns, including the Association, together with the right to grant and transfer the same; provided however, that no such reservation or grant of an easement shall unreasonably interfere with the use or occupation of any Lot by its Owner or with the construction of a dwelling on any Lot.

6 .2 .1 EASEMENTS FOR WATER PURVEYER, COUNTY UTILITIES. The water purveyor, and County utilities have the right to enter upon any roadways and easements for construction and maintenance of any part of their system that serves the Lot or Lots in Forest Hills 4th Addition. Any repairs and construction shall be done in accordance to procedures that would be acceptable to common sense and engineering practice at time of repair and construction. In the event that a dispute would occur between the Association and the County agency, a licensed Civil Engineer would be hired and expenses shared by the parties to help solve dispute.

ARTICLE 7

COVENANTS FOR MAINTENANCE

7 .1 LOTS TO BE KEPT IN GOOD REPAIR; CREATION OF LIEN. Each Owner shall keep all Lots owned by him, and all improvements thereon, in good order and repair, including, but not limited to weed control, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, the property maintenance of septic systems, and painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. Garage interiors shall be maintained in a clean and orderly manner, so as to avoid the danger of fire. If, in the opinion of the 'Architectural Committee' as hereinafter defined, any owner fails to perform the duties imposed by the



Association after approval by a two-thirds (2/3) decision of the Association Board, and after fifteen (15) days written notice to the Owner to remedy the condition in question, the committee shall have the right, through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot or such improvements and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question.

7.2 BONA FIDE PURCHASER NOT RESPONSIBLE FOR LIEN. The lien provided in Section 7.1 hereof shall not be valid as against a bona fide purchaser (or bona fide mortgage) of the Lot in question unless a suit to enforce said lien shall have been filed in a court of record in Spokane County prior to the recordation among the land records of Spokane County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subsection the same to such mortgage).

ARTICLE 8

USE RESTRICTIONS: GENERAL COVENANTS

8.1 FOREST HILLS GOVERNMENTAL REGULATION: STRICTESTS STANDARDS CONTROL. Restrictions shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases or Forest Hills restrictions shall be taken to govern and control.

8.2 RESTRICTION AGAINST MANUFACTURING OR COMMERCIAL ENTERPRISE. No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any residential lot, or within any building located on a residential lot, unless approved by the association. No goods, equipment, materials, supplies or vehicles (including buses, trucks and trailers that would be considered commercial duty) used in connection with any trade, service, or business wherever the same may be conducted shall be kept, parked, stored, dismantled or repaired outdoors on any residential Lot or on any street within Forest Hills 4th. Nothing shall be done on any residential lot which may be or become a public or private nuisance. This restriction shall not be construed, however, as preventing the maintenance of a home office such as, but not limited to, real estate or accounting.

8.3 LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling not to exceed 2-1/2



stories in height and a private garage. Out buildings such as storage sheds will be allowed provided siding and roofing conforms to same standards as residence. The size of such storage sheds are to be such as allowed Spokane County building codes.

8 .4 TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any Lot at any time as a residence either temporarily or permanently except that tents may be used by Owner or his or her family in "camping out"

8 .5 RESTRICTION AGAINST SUBDIVISION. No Lot shall be split, Divided, or subdivided for sale, resale, or gift for the purpose of creating another building site without written approval of the Association.

8 .6 GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

8 .7 WATER POLLUTION - PREVENTION. In the interest of public health and sanitation, and so that the above described land and all other land in the same locality may be benefited by a decrease in the hazards of stream pollution and by the protection of water supplies, recreation, wildlife, and other public uses thereof an Owner will not use his Lot or Lots for any purpose that would result in the pollution of any waterway that flows through or is adjacent to such Lot by refuse, sewage or other material that might tend to pollute the waters of any such stream or streams or otherwise impair the ecological balance of the surrounding lands.

8 .8 SIGNS. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one square foot or 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 construction and sales period.

8 .9 SIGHT DISTANCE AT INTERSECTION. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot within the Triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of rounded property corner, from the intersection of a street property line extended. The same sight-line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

8 .10 RESTRICTION AGAINST OIL AND GAS WELLS. No well for the production of, or from which there may be produced, oil or gas. shall be drilled or operated on the premises, nor shall any machinery, appliance, or



structure be placed, operated, or maintained therein in connection with such activities.

8.11 ANIMALS.

8.11.1 No animal, livestock or poultry of any kind may be raised, bred or kept on any lot. However, cats, dogs, birds or other household pets may be kept in any lawful manner if they are not kept, bred, or maintained for any commercial purpose.

8.11.2 Any animals not restricted shall be properly sheltered and cared for.

8.11.3 Dogs shall be leashed or penned, and not allowed to run loose except under close supervision.

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

8.13 **RECREATIONAL VEHICLES.** recreational vehicles, including boats, snowmobiles, motorcycles, motor-homes, campers, and the like are not to be used in Forest Hills either on the Common Property or on any Lot. Such vehicles must be stored out of sight and in a fenced yard.

8.14 **EXTERNAL LIGHTING.** All external lighting considered on and above the norm, shall be non-glare and approved by the Architectural Committee prior to installation.

8.15 **VEHICLES.** No vehicle in excess of 6,000 pounds gross weight (including campers, motor homes, busses, boats, trucks and trailers of any description) used for private purposes may be dismantled or repaired outdoors on any residential lot or on any street within Forest Hills 4th. No owner shall permit any vehicle owned by him or any member of his family or by an acquaintance which is in and extreme state of disrepair to be abandoned or to remain parked upon his Lot or upon any street within Forest Hills 4th for a period in excess of 48 hours. A vehicle shall be conclusively resumed to be in a state of extreme disrepair when, in the opinion of the Board, its presence offends the reasonable sensibilities of the occupants of Forest Hills 4th. The Board may grant exceptions to any provision of this section for periods of not more than 14 days when requested, in writing, by the Lot owner, which exception may not be renewed.

8.16 **ANTENNAS.** No radio or television antenna shall be permitted to extend more than 10 feet above the roof line of any residence without the written approval of the Architectural Control Committee obtained in the manner described in Section 9.1.



8 .17 **MITIGATION OF GEOLOGIC HAZARDS.** As described in Exhibit "A" all property owners shall comply when applicable.

ARTICLE 9

ARCHITECTURAL CONTROL

9 .1 APPROVAL OF PLANS BY ARCHITECTURAL COMMITTEE.

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Project, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to quality of workmanship and materials, and harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of three (3) or more representatives appointed by the Board of Directors of the Association. In the event said committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it or if no suit to enjoin the erection of such structures has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

9 .2 SPECIFICATION OF REASONS OF DISAPPROVAL. The Architectural Committee shall have the right to disapprove any plans and specification submitted hereunder because of any of the following:

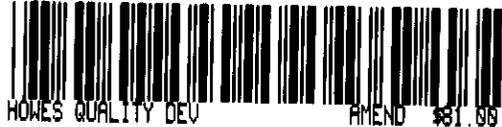
9 .2. 1 The failure of such plans or specifications to comply with any of the Forest Hills restrictions

9 .2. 2 Objection to the exterior design, appearance or materials of any proposed structure;

9 .2. 3 Incompatibility of any proposed structure or use with existing structures or uses upon other Lots in the vicinity;

9 .2. 4 Objection to parking areas proposed for any building on the grounds of (a) incompatibility to proposed uses and structures on such Lots or (b) the insufficiency of the size of parking areas in relation to the proposed use of the Lot; or

9 .2. 5 Any other matter which, in the judgment of the Architectural Committee would render the proposed structure, structures or uses inharmonious with the general plan of improvement of Forest Hills 4 or with structures or uses located upon other lots in the vicinity. In any case where the Architectural Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon

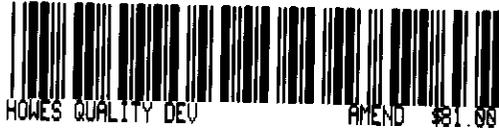


specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

9.3 UNAPPROVED CONSTRUCTION: REMEDIES. If any structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Architectural Committee pursuant to the provisions of this Article 9, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article 9 and without the approval required herein, and upon written notice from the Architectural Committee, any such structure so altered, erected, placed or maintained upon any Lot in violation terminated so as to extinguish such violation. If fifteen (15) days after the notice of such a violation the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Association shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question. The lien provided in this Section 9.3 shall not be valid as against a bona fide purchaser (or bona fide mortgage's) of the Lot in question unless a suit to enforce said lien shall have been filed in a court of record in Spokane County prior to recordation among the land records of Spokane County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

9.4 CERTIFICATE OF COMPLIANCE. Upon completion of the construction or alteration of any structure in accordance with plans and specifications approved by the Architectural Committee, the Architectural Committee shall, upon written request of the Owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such structure and the Lot on which such structure is placed, and stating that the plans and uses to be therewith. Preparation and recording of such certificate shall be at the expense of such Owners. Any certificate of compliance issued in accordance with the provisions of the Section 9.4 shall be prima facie evidence of the facts therein stated and, as to the title insurer, such certificate shall be conclusive evidence that all structures on the Lot and the use or uses described therein comply with all the requirements of this Article 9 and with all other requirements of this Declaration as to which the Architectural Committee exercises any discretionary or interpretive powers.

9.5 DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any Lot at a cost of less than \$275,000.00 including of the price or



cost of the land based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be no less than 1000 square feet for a one-story dwelling no less than 800 square feet for a dwelling of more than one story. All structures must incorporate at least a two-car garage with all driveways to be finished with materials common to other existing neighborhoods in area.

9.6 BUILDING LOCATION. All structures shall be placed upon a Lot so as to make the structures compatible with other structures or uses upon other Lots in the Project as approved by the Architectural Committee.

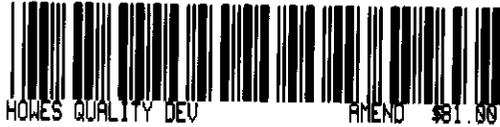
9.7 RESTRICTION AGAINST RAISING HEIGHT OF GRADE. Neither the buyer nor any person or persons claiming under him shall or will at any time raise the grade of any Lot or Lots herein conveyed above the grade established or to be established by Declarant unless approved by the Architectural Committee.

9.8 RESTRICTION AGAINST EXCAVATION AND GRADING. No excavation for stone, gravel, or earth shall be made on the Lot except for walls, basements, or cellars of dwellings, provided, however, that Declarant reserves the right at any time prior to December 31" 2004 to excavate and grade on the conveyed Lot in connection with the work of laying out and improving Forest Hills 4 Addition; but provided further that Declarant may waive this privilege as to any Lot on which a buyer may desire to erect a building before that date.

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

9.10 RESTRICTIONS AS TO ROOF CONSTRUCTION. Roofs shall be covered with composition roofing or such construction and color approved by the Architectural Committee. No less than a 25 year warranty.

9.11 RESTRICTION AS TO FENCES - HEIGHT AND STYLE. No fence or wall shall be erected or maintained on a Lot without the prior written approval of the Architectural Committee as to locations, style, and materials used.



Trees, hedging and natural vegetation may be used as a border line with the prior written approval of the Architectural Committee.

9.12 **BRICK YARD LIGHTS.** Post may be constructed with brick, stone or dryvit to match exterior brick, stone, or dryvit on home.

9.13 **FRONT YARD LANDSCAPING.** Front yard landscaping must be completed within 60 days of occupancy on all homes occupied from April 1st through September 1st; homes occupied from September 2nd through March 31st will have until the following June 1st to complete the front landscaping as required hereunder. Unoccupied homes will have the same restrictions, only dates would start at time of completion and final inspection by Spokane County Building Department.

9.14 **HABITAT MANAGEMENT PLAN.** A habitat management plan has been completed for the purpose of giving lot owners suggestions for preservation and creating habitat for wildlife. A map of wildlife corridor easements is included with this document and described as Exhibits "D" and "E".

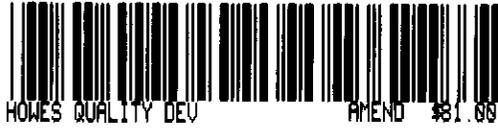
ARTICLE 10

GENERAL PROVISIONS

10.1 **ENFORCEMENT.** The Association, or an Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservation, liens and charges now or hereafter imposed by the provisions of this Declaration, against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

10.3 **AMENDMENT.** The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods often (10) years. This declaration may be amended during the first twenty (20) year period by and instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) of the Lot Owners. No such waiver, termination, or modification shall be effective until the property instrument in writing shall be executed and recorded in the office of the Auditor for the County of Spokane, State of Washington; provided, however, that this provision shall have no



application so long as Declarant shall be the Owner of twenty-five (25%) of the existing and future Lots in Forest Hills.

10 .4 **CONVEYANCE.** Each Owner accepting a deed, lease or other instrument conveying any interest in any Lot, whether or not the same incorporates or refers to these restrictions, covenants for himself, his heirs, successors and assigns to observe, perform and be bound by these restrictions and to incorporate the same by reference in any deed or other conveyance of all or any portion of his interest in any real property subject hereto.

10 .5 **EXCEPTIONS.** Exceptions to any of the above listed covenants and restrictions shall be granted by the Board of Directors when and only when two-thirds (2/3) of the Board determine such exception is in the best interest of the Association and the purposes of these covenants and restrictions.

10.6 **CALENDAR YEAR.** The year for record keeping and other business and related transactions of the Homeowners Association shall be a calendar year.

10 .7 LIMITATION OF RESTRICTIONS ON DECLARANT.

Declarant is performing certain work in connection with the subdivision of the property and the construction of community improvements thereon. The completion of that work and the sale of Lots are essential to the establishment of welfare of the property as a residential community. In order that said work may be completed and said property be established as a fully occupied residential community as rapidly as possible, nothing in the Declaration shall be understood or construed to:

10 .7. 1 Prevent Declarant, contractors, or subcontractors, from doing on the property or any Lot, whatever is reasonably necessary or advisable in connection with the completion of the work; or

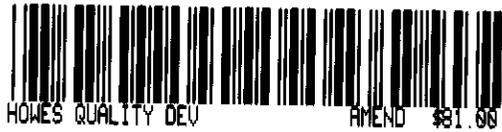
10 .7. 2 Prevent Declarant or its representatives from erecting, constructing and maintaining or any part or parts of the property, such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing said property as a residential community and disposing of the same in parcels by sale, lease or otherwise; or

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

DECLARANT;

FOREST HILLS 4th Addition


Ron D. Howes



RECOMMENDATIONS FOR MITIGATION OF GEOLOGIC HAZARDS

In order to mitigate erosion and landslide hazards, I recommend the following:

EXHIBIT "A"

1. No development or construction should be allowed above elevation 2270 or on a slope that is steeper than 60%.
2. No cutting into the hillside above elevation 2245 should be allowed except for benching before placement of new fills. Benches should be limited to 4 feet in height. Benching should only be accomplished in the summer months, and fills should be constructed within one month after the benching takes place.
3. No unsupported cut slopes should be allowed between elevation 2220 and elevation 2245. These cut slopes should be limited to 6 feet in height, should be constructed during the summer months, and should not remain unsupported for more than one month. Retaining structures should be designed using site specific design criteria provided by a geotechnical engineer.
4. Unsupported fill slopes should be constructed no steeper than 2 horizontal on 1 vertical. Unsupported cut slopes should be constructed no steeper than 1.5 horizontal on 1 vertical.
5. Any house that is constructed above elevation 2200 should have an individual geotechnical study performed before design and construction. The study should address at a minimum. See exhibit "B"
 - Excavations, temporary and permanent slopes.
 - Structural fill design and construction, including materials, compaction, subgrade preparation.
 - Foundations: footing type, minimum widths and depth of embedment, allowable bearing pressures, settlement, seismic considerations.
 - Retaining structures: foundations, lateral earth pressures, coefficient of base friction.
 - Site drainage, both surface and groundwater.
 - Temporary and permanent erosion and sediment control measures.
6. All houses should have foundation drains, and all basement walls should be waterproofed and backfilled with drainage materials.
7. All houses should have roof gutters, downspouts and tight lines that are routed to drain into the subdivision storm drainage system. Other impermeable surfaces such as driveways should also drain into the subdivision storm drainage system.
8. All new or disturbed soil slopes should be promptly seeded and protected with straw mulch or erosion control blankets after construction. The seed formula should consist of a drought-resistant mixture. Silt fencing or other effective methods of sediment control should be installed below all new slopes until vegetation is established.

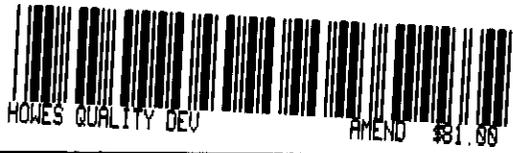
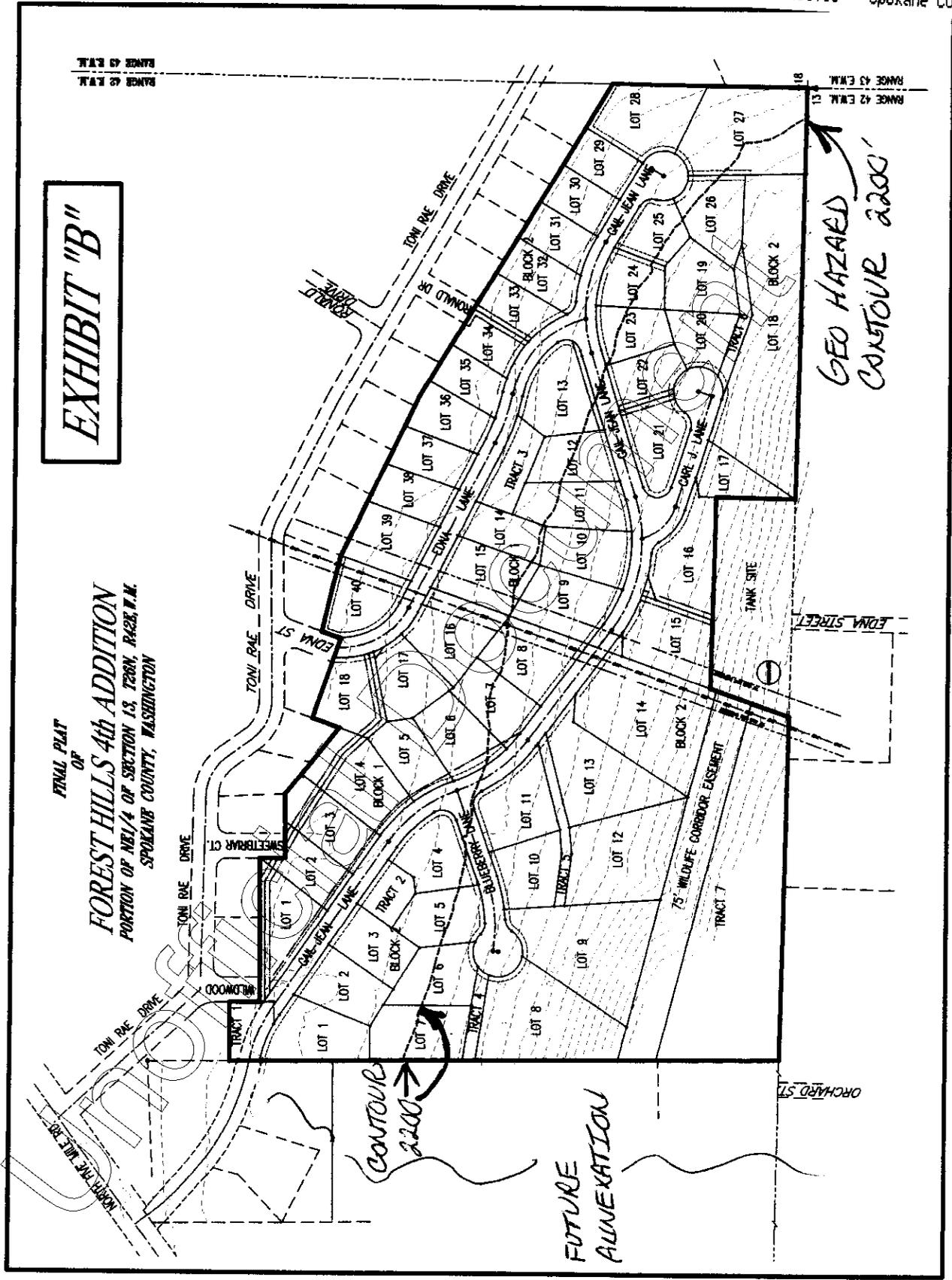


EXHIBIT "B"

FINAL PLAT
OF
FOREST HILLS 4th ADDITION
PORTION OF NE 1/4 OF SECTION 13, T28N, R42E, W.M.
SPOKANE COUNTY, WASHINGTON



RANGE 42 E.M. U.
RANGE 43 E.M. U.

RANGE 42 E.M. U.
RANGE 43 E.M. U.

CONTOUR
2200

GEO HAZARD
CONTOUR 2200

FUTURE
ALINEATION

FOREST HILLS 4TH ADDITION STORMSEWER SITE PLAN EXHIBIT "C"

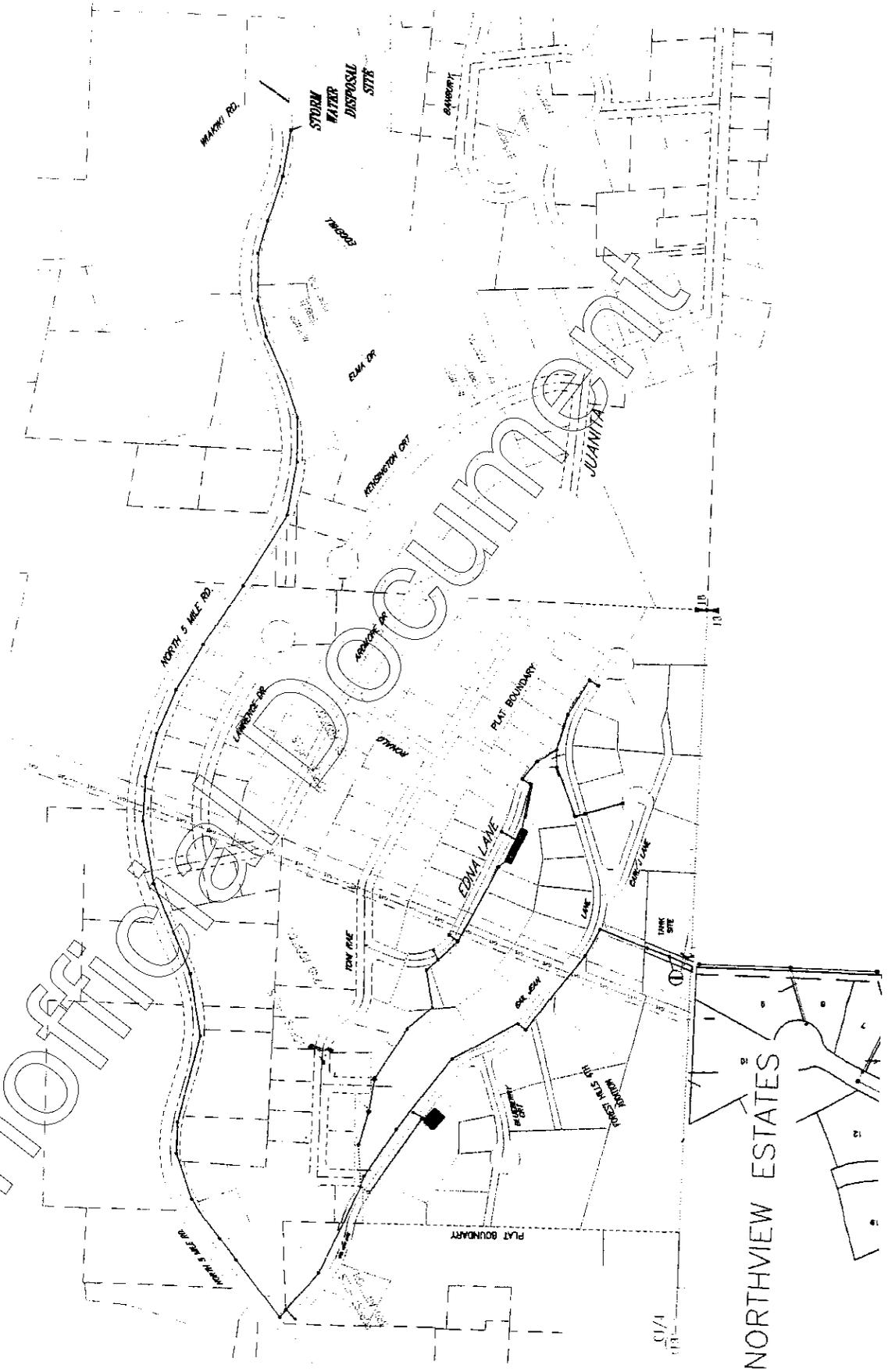




EXHIBIT "D"
HABITAT MANAGEMENT PLAN

for

FOREST HILLS 4TH ADDITION

site located in

NE1/4 of Section 13, Township 26 North, Range 42 East

of

Spokane County, Washington.

Completed for

Ron D. Howes Construction Co.

Contact Person:

Ron Howes

W. 5121 Ridgecrest

Spokane, WA 99208

509-499-0612

Submitted by

Biology Soil & Water, Inc.

Contact Person:

Larry Dawes, Principal Biologist

W. 725 Chelan

Spokane WA 99205

509-327-2684

fax 509-327-4742



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HABITAT EVALUATION and MANAGEMENT PLAN for FOREST HILLS 4th ADDITION.

1.0 INTRODUCTION

Under mandate of the Washington State Growth Management Act, Spokane County adopted the Critical Areas Ordinance for the Protection of Wetlands, Fish & Wildlife Habitats, and Geo-hazard Areas as Chapter 11.20 of the Spokane County Code (Spokane County 1996). The intent of these regulations is to "avoid, or in the appropriate circumstances, to minimize, rectify, reduce or compensate for impacts arising from land development and other activities" affecting these critical areas. The priority habitats and species of Spokane County are adopted from the Washington State Priority Habitats and Species Program (PHS) (WDF&W 1996). The locations of these priority habitats and species are depicted on the Spokane County Fish & Wildlife Conservation Areas maps which are available at the Spokane County Division of Building and Planning.

Urban Natural Open Space has been designated as Priority Habitat under this program. A priority species (white-tailed deer, *Odocoileus virginianus*) resides within or is adjacent to the open space, and uses it for breeding and/or regular feeding. This habitat may also function as a corridor connecting other priority habitat areas. Under this designation a qualified biologist is required to field verify that the proposed activity is located in priority habitat and determine if the proposed activity would have adverse impacts on the priority habitat or species.

This Habitat Management Plan was prepared by Biology Soil and Water Inc. (BSWI) at the request of Kevin Robinette of Washington Department of Fish and Wildlife and Ron Howes of Ron D. Howes Construction Company in accordance with Spokane County Critical Areas Ordinance and the Washington State Growth Management Act. The residential development will impact approximately thirty-seven acres of wildlife habitat on the subject property. The purpose of this plan is to minimize development impacts and maximize human and wildlife co-habitation.

2.0 SITE DESCRIPTION

The Forest Hill 4th Addition is located on the north side of Five Mile Prairie, approximately 150 feet south of Toni Rae Drive at the terminus of Wildwood Circle, Sweetbrier Court, and Ronald Drive, in the NE 1/4 of Section 13, Township 26 North, Range 42 EWM, Spokane County, Washington (Figure 1). The subject property is zoned Urban-Residential 3.5 (UR-3.5)

3.0 METHODS



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3.1 Ecological Assessment:

Investigators performed vegetation plot measurements at six upland locations along two east/west transects (Figure 2). Each plot was a 41.67 ft. by 41.67 ft. square. This measurement was chosen for ease of determining plant densities per acre. Distances were determined using a measuring tape. Plot boundaries ran due north/south and due east/west. Each plot was a sampling unit for tree, shrub, vine, and herbaceous cover measurements. Selected vegetation measurements were taken to quantify the vegetative community, the successional stage, and the density and variety of vegetation. All vegetation measurements were recorded on "Vegetation Plots" data forms (Appendix 1). Measurements included:

% Cover: Percent overstory cover was estimated from the center of each quadrant to quantify canopy density.

Regeneration: The number of regenerating trees were recorded to quantify succession. The number of coniferous trees that were at least 30.0 cm in height (knee height) and less than 4.0 cm diameter at breast height (DBH) were recorded.

Stumps, Snags, and Logs: The total number of natural and man-made stumps within each plot were recorded to quantify evidence of timber harvest and succession. Snags were counted to quantify succession. The number of logs were recorded to quantify succession and small mammal habitat value.

Tree species and DBH: Tree species and DBH were recorded within each quadrant to quantify forest type and succession. All trees found within the boundary of the plot, coniferous and deciduous, were identified. DBH size classes were recorded for each tree. The DBH categories were: 4-10 cm, 11-25 cm, 26-50 cm, and >50 cm.

3.2 Investigation of white-tailed deer (*Odocoileus Virginianus*) presence:

The site was investigated on January 23rd and February 7th 1999, to assess the quantity and quality of white-tailed deer habitat, assess the extent of habitat utilization by deer, and to determine the number of deer currently living on the site.

Presence of deer: A systematic search of the site and adjacent one quarter mile perimeter was conducted in the early morning of January 23rd.

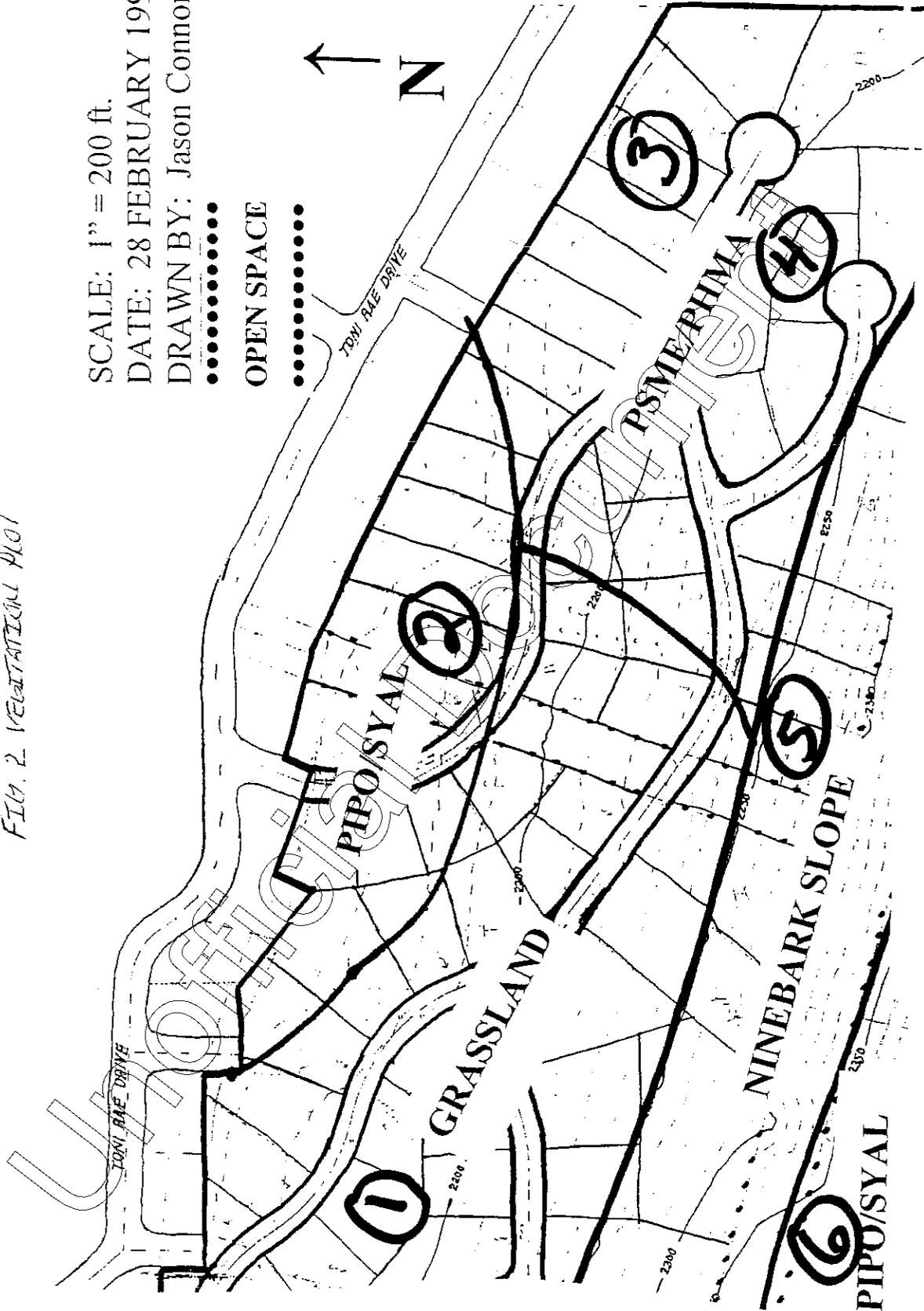
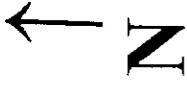
Investigation for sign: Researchers walked the site investigating other signs of white-tailed deer presence such as trails, scat, beds, scrapes/rubs,



FIG. 2 VEGETATION ACOT

SCALE: 1" = 200 ft.
DATE: 28 FEBRUARY 1999
DRAWN BY: Jason Connor

.....
OPEN SPACE
.....





browsed vegetation, etc. Signs were recorded on "evidence of presence of white-tailed deer" forms (Appendix 2).

Perimeter survey and habitat summary: A one quarter mile perimeter beyond the property boundary was assessed to determine utilization of habitat adjacent to the property and off-site influences on the white-tailed deer population. Overall white-tailed deer habitat was assessed and summarized (Appendix 2).

3.3 Investigation of raptor and songbird presence:

Systematic searches were conducted through the early morning hours for raptors and songbirds. All observations were recorded and overall bird habitat quality was assessed. A search of tree canopies was conducted for possible raptor nests. Habitat quality of the site and adjacent property was assessed.

4.0 ECOLOGICAL ASSESSMENT

The site was visited on January 23rd and February 7th 1999, by BSWI biologists to assess the existing habitat conditions and to determine the existing plant associations and community structure. Four habitat types are represented on the property: ponderosa pine/common snowberry (*Pinus ponderosa/Symphoricarpos albus*, PIPO/SYAL) association, Douglas fir/ninebark (*Pseudotsuga menziesii/Physocarpus malvaceus*, PMSE/PHMA) association, mixed grassland, and a steep hillside dominated by ninebark regeneration (Figure 3). Tree, shrub, forb, and grass vegetative classes are represented (Table 2). No rare, sensitive, endangered, or otherwise protected plant species were identified.

Approximately 20 percent of the site is dominated by PIPO/SYAL plant communities. Nearly all trees over 50 cm. in DBH have been logged. One stand of ponderosa pines on top of the bluff, in the southwest corner, has extensive bark beetle infestation, with nearly all trees dead or dying. The most abundant grasses observed in this habitat type were pinegrass and Idaho fescue.

Twenty-five percent of the site, including most of the southern boundary, is a steep slope leading to Five-Mile Prairie. The slope has been extensively logged, leaving it nearly devoid of trees. The disturbed soils support moderate amounts of noxious weeds, including St. John's-wort, thistle, and mullein. Ninebark is the most abundant plant species on the steep slope.

Approximately 25 percent of the site is dominated by PSME/PHMA plant communities. These have also been logged extensively, leaving few trees over 50 cm. DBH. Ground cover is dominated by pinegrass, prairie junegrass, vetch, and minimal spotted knapweed invasion.

Mixed grassland covers approximately 30 percent of the site. The grassland/open meadow supports widely dispersed PIPO, PSME, and rose. There are areas of significant

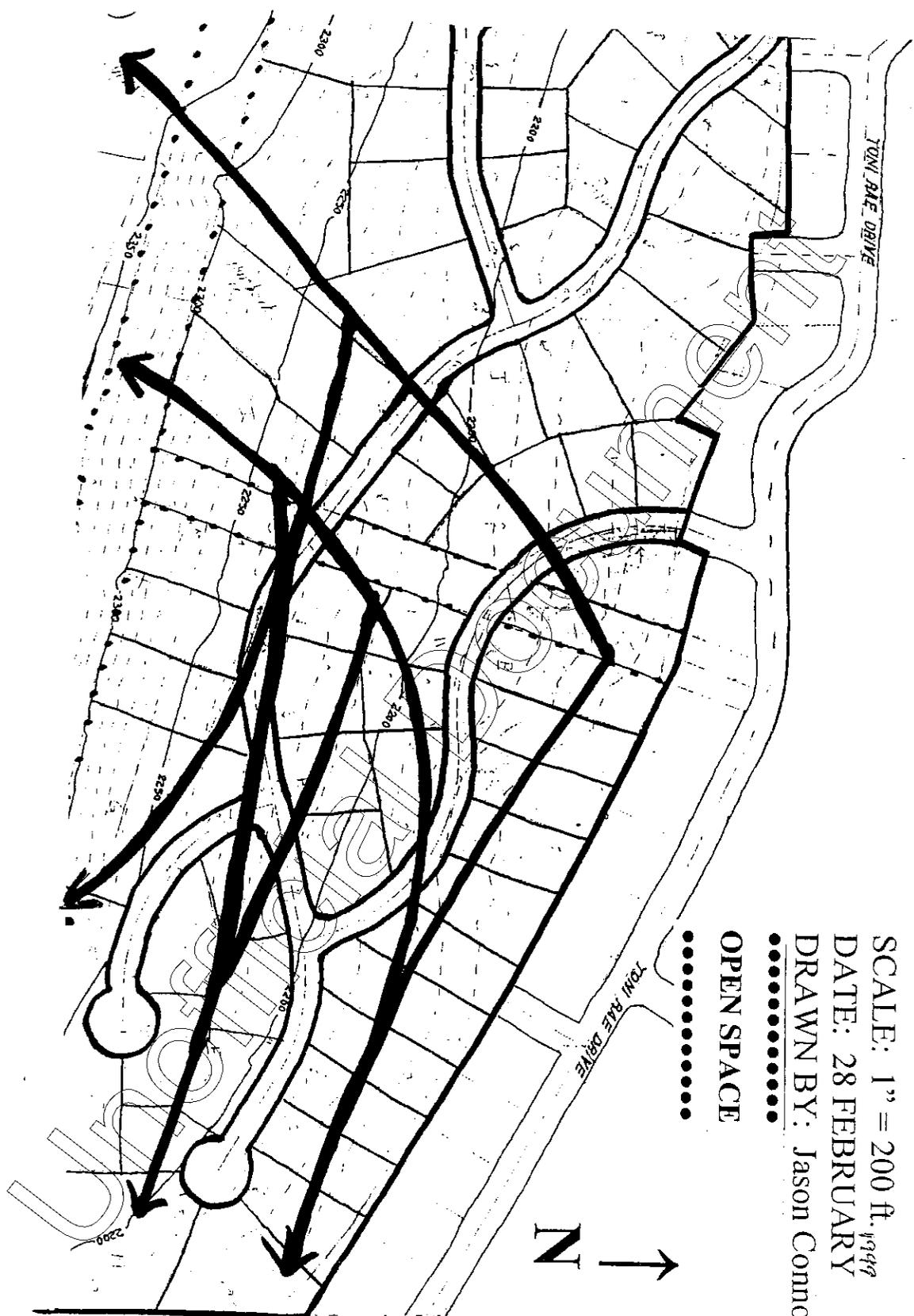


FIG. 4 WHITE-TAILED DEER TRAIL MAP

SCALE: 1" = 200 ft. 1999
 DATE: 28 FEBRUARY
 DRAWN BY: Jason Connor
 ●●●●●●●●
 OPEN SPACE
 ●●●●●●●●





noxious weed invasions of St. John's-wort, spotted knapweed, mullein, and salsify. Smooth brome (*Bromus inermis*) is the most abundant grass species present on the site.

Each of the four habitat types were sampled in one or more vegetation plots. Plots 1&2 were in grassland. Plot 3 was in PSME/PHMA habitat. Plots 4&5 were along the north facing slope dominated by ninebark. Plot 6 was on top of the bluff in PIPO/SYAL habitat. Data recorded from these plots are summarized in Table 1.

Table 1. Existing Tree Densities and Average Canopy Cover.

	REGEN. DENS. (#/acre)	AVG. CAN. COVER (%)	TREE DENS. (#/acre)	STUMP DENS. (#/acre)	SNAG DENS. (#/acre)
PLOT 1	0	5	0	0	0
PLOT 2	150	13.75	25 (PIPO)	75	0
PLOT 3	1000	55	100 (PIPO) 25 (PSME)	125	0
PLOT 4	0	0	0	75	0
PLOT 5	0	5	0	0	0
PLOT 6	150	38.75	225 (PIPO)	0	0

**Table 2. Existing Plant Species at the Forest Hill 4th Addition.
 (February 7,1999)**

	Common Name	Scientific Name
Trees:	ponderosa pine	<i>Pinus ponderosa</i>
	Douglas fir	<i>Pseudotsuga menziesii</i>
Shrubs:	serviceberry	<i>Amelanchier alnifolia</i>
	kinnikinnik	<i>Arctostaphylos uva-ursi</i>
	creeping Oregon grape	<i>Berberis repens</i>
	redstem ceanothus	<i>Ceanothus sanguineus</i>
	oceanspray	<i>Holodiscus discolor</i>
	Wood's rose	<i>Rosa woodsii</i>
	ninebark	<i>Physocarpus malvaceus</i>
	snowberry	<i>Symphoricarpos albus</i>
Herbs:	yarrow	<i>Achillea millefolium</i>
	harvest fireweed	<i>Amsinckia retrosa</i>
	willow weed	<i>Epilobium watsonii</i>
	cudweed	<i>Gnaphalium palustre</i>
	bull thistle	<i>Cirsium vulgare</i>
	St. John's-wort	<i>Hypericum perforatum</i>
	spotted knapweed	<i>Centaurea maculosa</i>
	curley dock	<i>Rumex crispus</i>
	yellow salsify	<i>Tragopogon dubius</i>
	mullein	<i>Verbascum thapsus</i>



Grasses:
vetch
tumble mustard
quack grass
brome-grass
pinegrass
orchard-grass
bluebunch wheatgrass
Idaho fescue
prarie junegrass

Vicia cracea
Sisymbrium altissimum
Agropyron repens
Bromus inermis
Calamagrostis purpurascens
Dactylis glomerata
Agropyron spicatum
Festuca idahoensis
Koelaria cristata

5.0 WILDLIFE ASSESSMENT

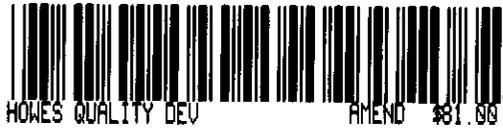
5.1 Presence of white-tailed deer:

No white-tailed deer were observed during systematic searches, but many signs of their presence were documented. A well developed trail system exists which generally extends from the southwest to the northeast. Trails lead from a high quality, dense PSME/PHMA woodland, down slope through open grasslands, and back into mixed woodlands (Figure 4). Along various trails are numerous scat piles, rubs on conifer saplings, and evidence of browse. A high concentration of tracks around a stormdrain excavation site may indicate white-tailed deer are mining the sandy spoil pile for minerals.

A survey of white-tailed deer habitat indicates the highest quality habitats are off-site to the east and southwest. There are closed canopy Douglas fir woodlands with dense understory shrub cover dominated by black hawthorne (*Crataegus douglasii*) and serviceberry (*Amelanchier alnifolia*). Five-Mile Prairie is south of the site. The subject property has abundant noxious weeds, long open slopes (logging), natural open space, historic logging and fire, hiking trails and dirt roads, urban development to the north, rural development to the south, and ice storm blow-downs and damage to tree health. The site has abundant, average quality browse. No evidence of other ungulates exists. The only predator detected was coyote (*Canis latrans*), by scat piles near white-tailed deer beds.

5.2 Presence of raptors:

Systematic searches for raptors resulted in two red-tailed hawk observations. They were observed soaring and perching in tall conifers. Due to the variable habitat of the site and more importantly, adjacent land, many raptor species are expected to be present (Table 3). Five-Mile Prairie likely supports adequate small mammal populations as a food source for raptors, and is the primary hunting grounds. Field observations indicate the subject property has inadequate nesting cover (on most of the property) due to past logging practices, and lacks suitable nesting trees for red-tailed hawks. It is the position of BSWI biologists that the proposed development will not have an adverse impact on raptor populations utilizing the area.



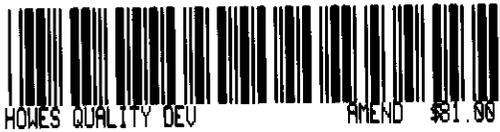
5.3 Presence of passerines and other birds:

Due to varying habitats of the site and adjacent property, a diversity of bird species may utilize the Forest Hills 4th Addition. Species utilizing grassland, mixed coniferous forests, and disturbed areas may be supported during breeding, feeding, or migration. Due to seasonal weather conditions, BSWI biologists observed only a fraction of the species likely to be found on the site. Table 3 lists the species likely to be present during the breeding season, migration, or as yearlong residents, including those identified by BSWI biologists.

Table 3. Expected Passerines and Other Birds at Forest Hills 4th Addition

Common Names	
*red-tailed hawk	black-billed magpie
*house sparrow	mountain chickadee
*black-capped chickadee	red-breasted nuthatch
*mourning dove	white-breasted nuthatch
*American robin	house wren
*house finch	Western bluebird
*pygmy nuthatch	solitary vireo
*European starling	Tennessee warbler
*dark-eyed junco	yellow-rumped warbler
*American crow	black-headed grosbeak
*cedar waxwing	rufous-sided towhee
sharp-shinned hawk	grasshopper sparrow
Swainson's hawk	chipping sparrow
rough-legged hawk	vesper sparrow
American kestrel	savannah sparrow
California quail	song sparrow
great-horned owl	lark sparrow
short-eared owl	American tree sparrow
common nighthawk	Western meadowlark
red-naped sapsucker	brown-headed cowbird
downy woodpecker	Brewer's blackbird
hairy woodpecker	Northern oriole
Northern flicker	pine siskin
Western wood-peewee	American goldfinch
willow flycatcher	red crossbill
Eastern kingbird	rosy finch
horned lark	Cassin's finch
tree swallow	

(* indicates species observed January 23rd and February 7, 1999)



6.0 HABITAT MANAGEMENT PLAN

The five management prescriptions that follow shall be referenced in the Forest Hills 4th Addition Declaration of Protective Covenants and also in the bylaws as habitat management elements the FHHA shall observe.

MANAGEMENT PRESCRIPTIONS

1) Forest Hills Shall Form a Homeowners Association.

Mr. Ron Howes is sensitive to the fact that resident wildlife populations are vulnerable to habitat loss. As a result, Mr. Howes has agreed to form a homeowners association for Forest Hills 4th Addition and to include provisions for wildlife habitat protection in the Declaration of Protective Covenants.

2) Minimize site disturbance beyond manicured yards.

Homeowners shall build comfortable, nicely manicured yards but minimize the size of manicured yards to maximize the amount of undisturbed wildlife habitat on each lot. This is critical since it is not possible to further cluster the lots and provide additional open space beyond the pipeline easement.

3) Restrict Dirt bikes and All Terrain Vehicles

Dirt bikes and All Terrain Vehicles (ATV's) shall be prohibited on the hillside and in the pipeline easement to preserve the natural character of the area. The terrain on the south end of the property is steep enough to prevent the construction of private roads down the hillsides on individual lots. However, ATV's are capable of traversing these slopes. Off-road vehicles compact soils, kill native vegetation, promote noxious weed invasion, and are extremely disruptive to wildlife.

4) Minimize human footprint on property to maximize wildlife travel corridor width.

Homes should be constructed as close to the paved roads as County building codes and site restrictions allow. This will help minimize manicured yard footprints and preserve wildlife travel corridors. As human disturbance encroaches into habitat edges from all directions, the secluded habitat remaining for wildlife refuge and travel shrinks dramatically. Restricting yard size will reduce edge effect and preserve existing major E/W oriented travel corridors across the property that are utilized by deer.

5) Management of open space:

Some stormwater detention ponds or 208 swales may be located in front yards where the easements will be manicured. Where feasible in other locations, the easements around these structures will be vegetated with native shrub and grass species and left in an unmanicured condition to provide food, cover, and refuge for wildlife. A 12 foot wide access corridor will not be planted with shrubs to allow maintenance vehicles easy access to dry wells. Stormwater detention ponds or 208 swales shall be vegetated with native grasses. If permitted by local regulations, they will be left in an unmanicured condition



and planted with shrubs to provide additional wildlife habitat. These enhancements should be indicated on the plat. A list of suitable grass and shrub species is provided below.

The 75 ft. wide natural gas pipeline easement running north-south through the property shall be left in a natural condition and enhanced. Although trees are not allowed in the easement, this area shall be enhanced through noxious weed control and by the planting of native shrubs to the extent allowed by the pipeline company. A planting schedule is provided below.

Shrubs

<u>Common Name</u>	<u>Scientific Name</u>	<u># Planted</u>
Wood's rose	<i>Rosa woodsii</i>	80
serviceberry	<i>Amelanchier alnifolia</i>	10
mockorange	<i>Philadelphus lewisii</i>	10
common snowberry	<i>Symphoricarpos albus</i>	80
total		180

The top and steep sections of the slope along the southern property boundary should also be left in a natural condition to facilitate white-tailed deer usage as a travel corridor connecting mixed coniferous forest patches.

7.0 MANAGEMENT RECOMMENDATIONS

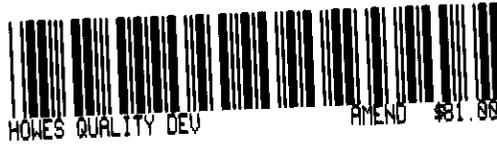
BSWI strongly recommends that members of the Forest Hills 4th Addition Homeowners Association (FHHA) vote to **formally** adopt these management recommendations as part of the protective covenants.

1) FHHA Guidelines For Managing Wildlife Habitat:

The key to maintaining wildlife populations in urban environments is to avoid the urban monoculture created by human development. Lack of sufficient vegetation (quality and quantity) and environmental uniformity limit the influx and establishment of wildlife (Bolen and Robinson 1995). Mr. Howes requested that guidelines be drafted to lend assistance to homeowners who wish to preserve and enhance wildlife habitat on their property. The Forest Hills Homeowners Association Guidelines For Managing Wildlife Habitat offers suggestions for building and landscaping to minimize and avoid impacts on wildlife by maintaining species diversity and wildlife habitat values. Included is a site-specific species list of native trees, shrubs, forbs, and grasses preferred by resident wildlife.

White-tailed Deer Vegetation Preferences

<u>Stratum</u>	<u>Common Name</u>	<u>Scientific Name</u>
Tree:	Rocky mountain maple	<i>Acer glabrum</i>
	paper birch	<i>Betel spa.</i>
	black hawthorn	<i>Crataegus douglasii</i>
	Douglas fir	<i>Pseudostuga menziesii</i>



	ponderosa pine	<i>Pinus ponderosa</i>
	quacking aspen	<i>Populus tremuloides</i>
	black cottonwood	<i>Populus trichocarpa</i>
	willow	<i>Salix</i> spp.
	western red cedar	<i>Thuja plicata</i>
	hemlock	<i>Tsuga heterophylla</i>
Shrub:	kinnikinnik	<i>Actostaphylos uva-ursi</i>
	serviceberry	<i>Amelanchier alnifolia</i>
	creeping/low Oregon grape	<i>Berberis repens</i>
	redstem ceanothus	<i>Ceanothus sanguineus</i>
	deerbrush, buckbrush	<i>Ceanothus velutinus</i>
	red-osier dogwood	<i>Cornus stolonifera</i>
	myrtle boxwood	<i>Pachistima myrsinites</i>
	blue elderberry	<i>Sambucus cerulea</i>
Herb:	common snowberry	<i>Symphoricarpos albus</i>
	wild strawberry	<i>Fragaria virginiana</i>
	trumpet/orange honeysuckle	<i>Lonicera ciliosa</i>
	clubmoss	<i>Lycopodium selago</i>
	thimbleberry	<i>Rubrus parviflora</i>
	blackberry/raspberry	<i>Rubrus</i> spp.
	huckleberry	<i>Vaccinium</i> spp.
Other:	any berry or fruit, mushrooms, arboreal lichens, moss, and grass	
Note:	White-tailed are both browsers and grazers, however, browse makes up the bulk of their diet. White-tailed use forest openings extensively for foraging.	

2) Landscaping should enhance wildlife habitat.

The replication of structural complexity, vertical stratification, and microhabitat diversity should be emphasized in the planting design. Shrubs should be planted with the goal of enhancing wildlife habitat. The vegetation should be planted in patches, have curving edges, and not be planted in a uniform manner.

Rationale

Structural complexity refers to the arrangement and degree of interspersion of plant community types throughout the system. Complex structural patterns (such as variable patch size, curving edges, and high degree of interspersion between species) increase the value of a system for wildlife. Good wildlife habitat consists of open areas interspersed with clusters of vegetation, several horizontal layers, and a variable structural pattern.

Vertical stratification describes a community with good structural diversity and several horizontal layers (logs, woody debris, forbs, shrubs, and trees). Woody debris provides travel routes, perch sites, cover, and thermal refuge for a variety of small mammals and ground nesting birds.

Microhabitat diversity refers to variety in microhabitat types. Examples of microhabitat types include herbaceous cover and shrubs that provide food, habitat, and substrate for a variety of plants and animals.



3) Minimize the falling of trees for home and yard construction.

Residents should remove trees as required by Fire District #9 codes and as necessary to insure the safety of each home and yard. However, trees should be left standing during all stages of development where permissible under provisions of the fire code. The dominant species, Douglas fir and ponderosa pine, provide food and cover for white-tailed deer and passerines, roost sites for red-tailed hawks, and aesthetic value for homeowners. Residents are encouraged to leave other natural vegetation in their yards to maximize food, thermal protection, hiding cover, nesting, and brooding cover for resident birds and deer.

4) Preserve important bird habitat.

Resource availability, specifically food and nest opportunities, are determining factors of the size and species richness of the bird community. Impacts on relative density, species richness, breeding, habitat, seasonal range dynamics and movement corridors will occur as a result of, and in proportion to, habitat loss from the project. Homeowners are encouraged to landscape yards to provide multiple canopy levels for birds.

5) Landscape to avoid human/animal conflicts.

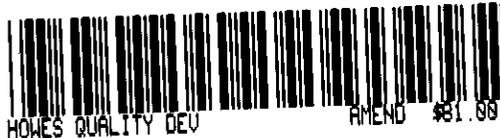
Human/animal conflicts may be reduced by thoughtful landscaping practices. Preserve existing vegetation and landscape with native plant materials with the expectation that deer will eat your shrubs. Or, landscape with plants that deer do not find palatable. The Spokane County Conservation District will provide a list of unpalatable species. District extension agents will also provide homeowners with a list of native trees and shrubs offered for sale by that agency each spring.

6) Homeowners are strongly encouraged to manage noxious weeds as mandated by RCW 17.10 and Spokane County.

Weed control along roads and in common areas shall be managed by the homeowners association. This is important because weeds will explode along new roads and on homesites as soon as the soils are disturbed. Funds shall be allocated for annual weed monitoring and control. Weed control measures should be implemented in ways that do not adversely impact native vegetation. Herbicides shall be applied by qualified weed control specialists. Homeowners shall manage noxious weeds on individual parcels as mandated by RCW 17.10 and Spokane County.

7) Manage your own backyard wildlife sanctuary

Association members are encouraged to participate in the Washington Department of Fish and Wildlife's Backyard Wildlife Sanctuary Program. For a \$5.00 enrollment fee, the department supplies members with a packet of information on personal residence landscaping for wildlife. The enrollment fee includes a subscription to the "Crossing Paths" newsletter. An application for membership in the program is enclosed (Appendix 3). The National Wildlife Federation has a similar program with information available on their web site at www.nwf.org. The USDA Natural Resource Conservation Service can also provide information on landscaping for wildlife.



8) Residents should restrain free-ranging pets.

Scavenging and predation on eggs and nestlings by rabbits, squirrels, mice, coyotes, opossums, raccoons, and skunks contribute to the steady annual attrition rate of birds. However, predation by domesticated dogs and cats has a devastating effect on resident bird populations. It is estimated that domesticated cats in North America kill 4 million songbirds **everyday**. Residents should not allow pets to roam freely to avoid impacts to the resident bird community.

8.0 LIMITATIONS

Within the limitations of scope, schedule, and budget, our services have been executed in accordance with best available science and generally accepted professional practices for the nature and condition at the time the work was performed in Spokane County. These results may not reflect conditions at locations that were not sampled. This report is not intended to represent a legal opinion. Specifically, there is no positive or negative recommendation towards the purchase, sale, lease, or construction on the subject property. No warrant, expressed or implied, is made.

Jason Connor 3/27/99
Jason Connor Date
Wildlife Biologist

Larry Dawes 3/27/99
Larry Dawes, MS Date
Principal Biologist

Unofficial Document



BIBLIOGRAPHY AND SUGGESTED REFERENCES

- Berglund, Erwin R.. 1976. Seeding to Control Erosion Along Forest Roads. Extension Circular 885. Oregon State University Extension Service. 6-8p.
- Cooper, Stephen V., Kenneth E. Neiman, and David W. Roberts. 1991. Forest habitat Types of Northern Idaho: A second Approximation. USDA: Forest Service; Intermountain research Station. General Technical Report INT-236. 143 p.
- Forman, R. T. and M. Gordon. 1986. Landscape Ecology. John Wiley and Sons, New York. 619 p.
- Grubb, P. J. 1977. The maintenance of species richness in plant communities: The importance of regeneration niche. Biological Review 52: 107-145.
- Gerlach, D., S. Atwater, and J. Schnell. 1994. The Wildlife Series: Deer. Stackpole Books, Pennsylvania. 174-243p.
- Hesselton, William T., & RuthAnn Manson Hesselton. 1982. White-tailed deer. in Wild Mammals of North America. edit. by Chapman, J. A., and G. A. Feldhamer. The John Hopkins University Press, Baltimore and London. 878-902p.
- Hitchcock, C. Leo, and Arthur Cronquist. 1994. Flora of the Pacific Northwest. University of Washington Press, Seattle, WA. 730p.
- Marchinton, R. L., and D. H. Hirth. 1984. Behavior. in White-tailed Deer: Ecology and Management. Ed by L. K. Halls. Stackpole Books, Pennsylvania.
- Martin, A. C., H. I. Zim, and A. L. Nelson. 1951. American Wildlife and Plants. Diver Publications, Inc., New York. 484 p.
- McCaffery, K. R., and W. A. Creed. 1969. Significance of forest openings for deer in northern Wisconsin. Technical Bulletin 44. Madison: Wisconsin Department of Natural Resources. 104 p.
- Orme, M. L., and T. A. Leege. 1975. The reproduction ecology of redstem (*Ceanothus sanguineus*). Job Completion. Rep. Job 6, Project W-160-R-2. Boise: Idaho Fish and Game Department. 95 p.
- Singer, F. J. 1979. Habitat partitioning and wildlife relationships of cervids in Glacier National Park, Montana. Journal of Wildlife Management. 43(2):437-444.
- Smith, R. L., and J. L. Loggin. 1984. Basis of Role and Management. in White-tailed Deer: Ecology and Management. Ed by L. K. Halls. Stackpole Books, Pennsylvania. 203-646p.



Spokane County Public Works Department: Building and Planning Division. 1996.
Critical Areas Ordinance for the Protection of Wetlands, Fish and Wildlife Habitats
and Geo-hazard Areas. Spokane County, WA. 69p.

Washington Department of Fish and Wildlife. 1996. Priority Habitats and Species List:
Habitat Program. Olympia, Washington. 28p.

Washington Department of Fish and Wildlife and the Upper Columbia Basin Working
Group of Timber, Fish and Wildlife (TFW). 1996. Deer Winter Range. WDFW
96-3-FS104. Olympia, Washington. 2p.

Wilson, A. D.. 1969. A Review of browse in the nutrition of grazing animals. Journal of
Range Management 22:23-28.

Zim, H. S., A. C. Martin, and A. L. Nelson. 1961. American Wildlife & Plants: A Guide
to Wildlife Food Habits. Dover Publications, Inc. New York, NY.

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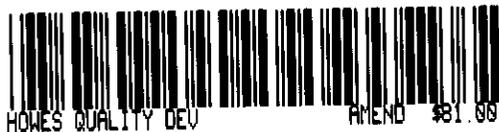


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APPENDIX 1

"VEGETATION PLOTS" DATA FORMS

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VEGETATION PLOTS

Biology Soil & Water, Inc.

Investigator(s): Larry Dawes & Jason Connor Date 1/23/99

Project/Site Forest Hills 3rd Addition County: Spokane State: WA

Location: NE 1/4 Sec 13, T 26 N, R 42 EWM

Plot # 1 Aspect N Slope 1% Snow: Y/N Depth

Normal environmental conditions: Y/N Explain:

Significant disturbances: Y/N Explain:

General Plot Description:

Nearest Shrub Measurements

Quad	Code	Common Name	Scientific Name	Distance	Height	Width	Area
Q1	Rowo	rose	Rosa woodsii	39	9	10	
Q2	Rowo	rose		116	19	9	
Q3	Rowo	rose		77	7	7	
Q4	Rowo	rose		32	12	10	

Quad	# Regen	% Cover
Q1	0	0
Q2	0	0
Q3	5	5
Q4	15	15

Tree DBH Count

Code	Common Name	Scientific Name	4-10cm	11-25cm	26-50cm	>50cm
	—					
	—					
	—					

Total # Stumps 0

Total # Snags 0

Vegetation Dominance (S=Shrub, V=Vine, H=Herb)

Stratum	Code	Common Name	Scientific Name	%Cover
H		smooth Brome	Bromus inermis	65
H		St Johns Wort	Hypericum perforatum	5
H		Knapweed	Centaurea maculosa	<1
H		mullein	Verbascum thapsus	<1
H		salsify	Tragopogon dubius	<1
S		snowberry	Symphoricarpos albus	5
S		rose	Rosa woodsii	8

Dominant Tree 0

Dominant Shrub/Vine rose

Dominant Herb



VEGETATION PLOTS

2

Biology Soil & Water, Inc.
Investigator(s): Larry Dawes & Jason Connor Date 1/23/99
Project/Site Forest Hills 3rd Addition County: Spokane State: WA
Location: NE 1/4 Sec 13, T 26 N, R 42 EWM
Plot # 2 Aspect N Slope / % Snow: Y/N Depth _____
Normal environmental conditions: Y/N Explain:

Significant disturbances: Y/N Explain:

General Plot Description:

Nearest Shrub Measurements

Quad	Code	Common Name	Scientific Name	Distance	Height	Width	Area
Q1	0						
Q2	0						
Q3	0						
Q4	0						

Quad	# Regen	% Cover
Q1	0	30
Q2	3	5
Q3	2	20
Q4	1	0

Tree DBH Count

Code	Common Name	Scientific Name	4-10cm	11-25cm	26-50cm	>50cm
	Ponderosa pine	Pinus ponderosa		1		

Total # Stumps /// Total # Snags 0

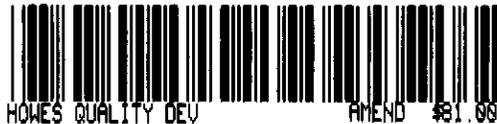
Vegetation Dominance (S=Shrub, V=Vine, H=Herb)

Stratum	Code	Common Name	Scientific Name	% Cover
		Smooth Brome	Bromus inermis	90
		pine grass	Calamagrostis rubescens	1

Dominant Tree P. Pine
Dominant Shrub/Vine _____
Dominant Herb _____

Comments: 68 yards W of gas line

(see accompanying map for plot location)



VEGETATION PLOTS

3

Biology Soil & Water, Inc.

Investigator(s): Larry Dawes & Jason Connor Date 1/23/99

Project/Site Forest Hills 3rd Addition County: Spokane State: WA

Location: NE 1/4 Sec 13, T 26 N, R 42 EWM

Plot # 3 Aspect N Slope 5% Snow: Y/N Depth _____

Normal environmental conditions: Y/N Explain: _____

Significant disturbances: Y/N Explain: _____

General Plot Description: _____

Nearest Shrub Measurements

Quad	Code	Common Name	Scientific Name	Distance	Height	Width	Area
Q1		redstem ceanothus	<i>Ceanothus sanguineus</i>	40"	8"	4"	
Q2		"		69"	6	16	
Q3		"		106"	17	27	
Q4		"		250"	22	7	

Quad	# Regen	% Cover
Q1	12	60
Q2	21	90
Q3	7	65
Q4	0	5

Tree DBH Count

Code	Common Name	Scientific Name	4-10cm	11-25cm	26-50cm	>50cm
	Ponderosa pine	<i>Pinus ponderosa</i>	1	11	1	
	Douglas fir	<i>Pseudotsugamenziesii</i>	1			

Total # Stumps 111 5

Total # Snags _____

Vegetation Dominance (S=Shrub, V=Vine, H=Herb)

Stratum	Code	Common Name	Scientific Name	% Cover
		redstem ceanothus	<i>Ceanothus sanguineus</i>	5
		pine grass		30
		vetch		1
		prairie junegrass		5
		knopweed		15
				5

Dominant Tree P pine

Dominant Shrub/Vine redstem ceanothus

Dominant Herb _____



4

VEGETATION PLOTS

Biology Soil & Water, Inc.

Investigator(s): Larry Dawes & Jason Connor Date 1/23/99

Project/Site Forest Hills 3rd Addition County: Spokane State: WA

Location: NE 1/4 Sec 13, T 26 N, R 42 EWM

Plot # 4 Aspect N Slope 8 Snow: Y Depth _____

Normal environmental conditions: Y/N Explain:

Significant disturbances: Y/N Explain:

General Plot Description:

Nearest Shrub Measurements

Quad	Code	Common Name	Scientific Name	Distance	Height	Width	Area
Q1		redstem ceanothus		12	7	9	
Q2		ninebark		15	4.5	5.3	
Q3		ninebark		12	11	6	
Q4		snowberry		33	13	2	

Quad	# Regen	% Cover
Q1	0	0
Q2	0	0
Q3	0	0
Q4	0	0

Tree DBH Count

Code	Common Name	Scientific Name	4-10cm	11-25cm	26-50cm	>50cm

Total # Stumps 111 ⁽³⁾ Total # Snags _____

Vegetation Dominance (S=Shrub, V=Vine, H=Herb)

Stratum	Code	Common Name	Scientific Name	%Cover
S		snowberry	<i>Symphoricarpos albus</i>	50
S		redstem ceanothus	<i>Ceanothus sanguineus</i>	3
H		St Johns wort	<i>Hypericum perforatum</i>	1
H		thistle	<i>Cirsium vulgare</i>	2
H		yarrow	<i>Achillea millefolium</i>	3
H		mullein	<i>Verbascum thapsus</i>	1
S		oceanspray	<i>Hydriscus discolor</i>	<1
S		nine bark	<i>Physocarpus malvaceus</i>	5

Dominant Tree _____

Dominant Shrub/Vine Snowberry

Dominant Herb _____

Comments:

(see accompanying map for plot location)



VEGETATION PLOTS

5

Biology Soil & Water, Inc.

Investigator(s): Larry Dawes & Jason Connor Date 1/23/99

Project/Site Forest Hills 3rd Addition County: Spokane State: WA

Location: NE 1/4 Sec 13, T 26 N, R 42 EWM

Plot # 5 Aspect _____ Slope _____ Snow: Y/N; Depth _____

Normal environmental conditions: Y/N Explain: _____

Significant disturbances: Y/N Explain: _____

General Plot Description: _____

Nearest Shrub Measurements

Quad	Code	Common Name	Scientific Name	Distance	Height	Width	Area
Q1	PHMA	ninebark	<i>Physocarpus malvaceus</i>	17	41	38	
Q2	PHMA	"	"	19	52	45	
Q3	PHMA	"	"	20	34	12	
Q4	PHMA	"	"	13	35	1	

Quad	# Regen	% Cover
Q1	0	0
Q2	0	0
Q3	0	10
Q4	0	10

Tree DBH Count

Code	Common Name	Scientific Name	4-10cm	11-25cm	26-50cm	>50cm

Total # Stumps _____

Total # Snags _____

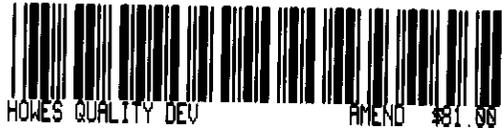
Vegetation Dominance (S=Shrub, V=Vine, H=Herb)

Stratum	Code	Common Name	Scientific Name	%Cover
		ninebark		80
		snowberry		10
		St Johns wort		20
		Thistle		1
		mullein		<1
		ocean spray		<1

Dominant Tree _____

Dominant Shrub/Vine ninebark

Dominant Herb _____



VEGETATION PLOTS

6

Biology Soil & Water, Inc.
Investigator(s): Larry Dawes & Jason Connor Date 1/23/99
Project/Site Forest Hills 3rd Addition County: Spokane State: WA
Location: NE 1/4 Sec 13, T 26 N, R 42 EWM
Plot # 6 Aspect _____ Slope _____ Snow: Y/N; Depth _____
Normal environmental conditions: Y/N Explain: _____

Significant disturbances: Y/N Explain: _____

General Plot Description: _____

Nearest Shrub Measurements

Quad	Code	Common Name	Scientific Name	Distance	Height	Width	Area
Q1		snowberry		22	5	4	
Q2		"		33	6	4	
Q3		"		65	8	3	
Q4							

Quad	# Regen	% Cover
Q1	3	25
Q2	0	0
Q3	2	40
Q4	1	90

Tree DBH Count

Code	Common Name	Scientific Name	4-10cm	11-25cm	26-50cm	>50cm
	Pine		741 (6)	1	11 (2)	

Total # Stumps _____ Total # Snags _____

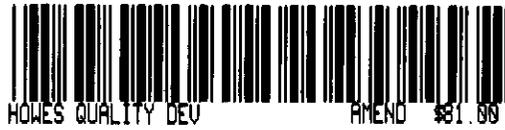
Vegetation Dominance (S=Shrub, V=Vine, H=Herb)

Stratum	Code	Common Name	Scientific Name	%Cover
		snowberry		30
		Tolmie tescue		70

Dominant Tree _____
Dominant Shrub/Vine SYAL
Dominant Herb _____

Comments: ON TOP OF BLUFF, DISEASE KILLING NEARLY ALL P. PINES.

(see accompanying map for plot location)



APPENDIX 2

“EVIDENCE OF PRESENCE” DATA FORMS

AND

DATA SUMMARY

Unofficial Document



EVIDENCE OF PRESENCE OF WHITETAIL DEER (*Odocoileus virginianus*)

①

Biology Soil & Water, Inc.

Investigator(s) _____ Date _____

Project/Site _____ County _____ St. _____ Sec _____ Twn _____ Rng _____

Current weather _____ Temp _____ Wind: Direction _____ Speed _____

Time _____ am/pm Elevation _____ Aspect _____ Slope _____

(for all applicable categories, see accompanying location map)

SITING:

Total # _____ Sex: M/F

Maturity: fawn/yearling/adult

Antlers:

tines present _____

Beam Diameter <12mm/13-17mm/>17mm

Rack characteristics:

Typical/Nontypical

Symmetrical/Nonsymmetrical

>Shoulder width/<Shoulder width

Velvet present: Y/N

(picture)

Comments:

Visual Health: Excellent/Average/Poor

Color _____

Presence of disease: Y/N

Wounds: Y/N

Other: Y/N

Comments:

Behavior: _____ walking

_____ rubbing/scraping

_____ mating

_____ running

_____ in rut

_____ sparing

_____ foraging:

_____ marking

_____ laying

_____ herb: _____

_____ shrub: _____

_____ tree: _____

Comments:

Location Characteristics:

General location: _____

General habitat description: _____

Topographic position:

_____ clearing

_____ midslope drain

_____ midslope ridge

_____ valley bottom

_____ midslope

_____ ridge

_____ meadow

_____ cropland

_____ logged

Canopy Pattern: uniform/mottled/park broken/very broken/non-forested

Comments:

ANTLERS:

tines present _____

Beam Diameter <12mm/13-17mm/>17mm

Rack characteristics:

Typical/Nontypical

Symmetrical/Nonsymmetrical

>Shoulder width/<Shoulder width

Velvet present: Y/N

(picture)

Comments:



EVIDENCE OF PRESENCE OF WHITETAIL DEER (*Odocoileus virginianus*)

Biology Soil & Water, Inc.

Investigator(s) _____ Date _____
Project/Site _____ County _____ St. _____ Sec _____ Twn _____ Rng _____
Current weather _____ Temp _____ Wind: Direction _____ Speed _____
Time _____ am/pm Elevation _____ Aspect _____ Slope _____

(for all applicable categories, see accompanying location map)

SITING:

Total # _____ Sex: M/F
Maturity: fawn/yearling/adult
Antlers:

tines present _____
Beam Diameter <12mm/13-17mm/>17mm
Rack characteristics: _____ (picture)
Typical/Nontypical
Symmetrical/Nonsymmetrical
>Shoulder width/<Shoulder width
Velvet present: Y/N

Comments:

Visual Health: Excellent/Average/Poor
Presence of disease: Y/N Wounds: Y/N Color _____ Other: Y/N

Comments:

Behavior: _____ walking _____ rubbing/scraping _____ mating
_____ running _____ in rut _____ sparing
_____ foraging: _____ marking _____ laying
_____ herb: _____
_____ shrub: _____
_____ tree: _____

Comments:

Location Characteristics:

General location: _____
General habitat description: _____

Topographic position:
_____ clearing _____ midslope drain _____ midslope ridge
_____ valley bottom _____ midslope _____ ridge
_____ meadow _____ cropland _____ logged

Canopy Pattern: uniform/mottled/park broken/very broken/non-forested

Comments:

ANTLERS:

tines present _____
Beam Diameter <12mm/13-17mm/>17mm
Rack characteristics: _____ (picture)
Typical/Nontypical
Symmetrical/Nonsymmetrical
>Shoulder width/<Shoulder width
Velvet present: Y/N

Comments:



EVIDENCE OF PRESENCE OF WHITETAIL DEER (*Odocoileus virginianus*)



Biology Soil & Water, Inc.

Investigator(s) _____ Date _____
Project/Site _____ County _____ St. _____ Sec _____ Twn _____ Rng _____
Current weather _____ Temp _____ Wind: Direction _____ Speed _____
Time _____ am/pm Elevation _____ Aspect _____ Slope _____

(for all applicable categories, see accompanying location map)

SITING:

Total # _____ Sex: M/F
Maturity: fawn/yearling/adult
Antlers:

tines present _____
Beam Diameter <12mm/13-17mm/>17mm
Rack characteristics: _____ (picture)
Typical/Nontypical
Symmetrical/Nonsymmetrical
>Shoulder width/<Shoulder width
Velvet present: Y/N

Comments:

Visual Health: Excellent/Average/Poor _____ Color _____
Presence of disease: Y/N _____ Wounds: Y/N _____ Other: Y/N _____

Comments:

Behavior: _____ walking _____ rubbing/scraping _____ mating
_____ running _____ in rut _____ sparing
_____ foraging: _____ marking _____ laying
_____ herb: _____
_____ shrub: _____
_____ tree: _____

Comments:

Location Characteristics:

General location: _____
General habitat description: _____
Topographic position:
_____ clearing _____ midslope drain _____ midslope ridge
_____ valley bottom _____ midslope _____ ridge
_____ meadow _____ cropland _____ logged

Canopy Pattern: uniform/mottled/park broken/very broken/non-forested

Comments:

ANTLERS:

tines present _____
Beam Diameter <12mm/13-17mm/>17mm
Rack characteristics: _____ (picture)
Typical/Nontypical
Symmetrical/Nonsymmetrical
>Shoulder width/<Shoulder width
Velvet present: Y/N

Comments:



EVIDENCE OF PRESENCE OF WHITETAIL DEER (*Odocoileus virginianus*)

(4)

Biology Soil & Water, Inc.

Investigator(s) _____ Date _____
Project/Site _____ County _____ St. _____ Sec _____ Twn _____ Rng _____
Current weather _____ Temp _____ Wind: Direction _____ Speed _____
Time _____ am/pm Elevation _____ Aspect _____ Slope _____
(for all applicable categories, see accompanying location map)

SITING:

Total # _____ Sex: M/F
Maturity: fawn/yearling/adult
Antlers:
tines present _____
Beam Diameter <12mm/13-17mm/>17mm
Rack characteristics: (picture)
Typical/Nontypical
Symmetrical/Nonsymmetrical
>Shoulder width/<Shoulder width
Velvet present: Y/N

Comments:

Visual Health: Excellent/Average/Poor
Presence of disease: Y/N Wounds: Y/N Color _____ Other: Y/N

Comments:

Behavior: _____ walking _____ rubbing/scraping _____ mating
_____ running _____ in rut _____ sparing
_____ foraging: _____ marking _____ laying
_____ herb: _____
_____ shrub: _____
_____ tree: _____

Comments:

Location Characteristics:

General location: _____
General habitat description: _____
Topographic position:
_____ clearing _____ midslope drain _____ midslope ridge
_____ valley bottom _____ midslope _____ ridge
_____ meadow _____ cropland _____ logged

Canopy Pattern: uniform/mottled/park broken/very broken/non-forested

Comments:

ANTLERS:

tines present _____
Beam Diameter <12mm/13-17mm/>17mm
Rack characteristics: (picture)
Typical/Nontypical
Symmetrical/Nonsymmetrical
>Shoulder width/<Shoulder width
Velvet present: Y/N

Comments:



EVIDENCE OF PRESENCE OF WHITETAIL DEER (*Odocoileus virginianus*)

5

Biology Soil & Water, Inc.

Investigator(s) _____ Date _____
Project/Site _____ County _____ St. _____ Sec _____ Twn _____ Rng _____
Current weather _____ Temp _____ Wind: Direction _____ Speed _____
Time _____ am/pm Elevation _____ Aspect _____ Slope _____
(for all applicable categories, see accompanying location map)

SITING:

Total # _____ Sex: M/F
Maturity: fawn/yearling/adult
Antlers:
tines present _____
Beam Diameter <12mm/13-17mm/>17mm
Rack characteristics: (picture)
Typical/Nontypical
Symmetrical/Nonsymmetrical
>Shoulder width/<Shoulder width
Velvet present: Y/N
Comments:

Visual Health: Excellent/Average/Poor Color _____
Presence of disease: Y/N Wounds: Y/N _____ Other: Y/N _____
Comments:

Behavior: _____ walking _____ rubbing/scraping _____ mating
_____ running _____ in rut _____ sparing
_____ foraging: _____ marking _____ laying
_____ herb: _____
_____ shrub: _____
_____ tree: _____
Comments:

Location Characteristics:

General location: _____
General habitat description: _____
Topographic position:
_____ clearing _____ midslope drain _____ midslope ridge
_____ valley bottom _____ midslope _____ ridge
_____ meadow _____ cropland _____ logged
Canopy Pattern: uniform/mottled/park broken/very broken/non-forested
Comments:

ANTLERS:

tines present _____
Beam Diameter <12mm/13-17mm/>17mm
Rack characteristics: (picture)
Typical/Nontypical
Symmetrical/Nonsymmetrical
>Shoulder width/<Shoulder width
Velvet present: Y/N
Comments:



EVIDENCE OF PRESENCE OF WHITETAIL DEER (*Odocoileus virginianus*)

6

Biology Soil & Water, Inc.

Investigator(s) _____ Date _____
Project/Site _____ County _____ St. _____ Sec _____ Twn _____ Rng _____
Current weather _____ Temp _____ Wind: Direction _____ Speed _____
Time _____ am/pm Elevation _____ Aspect _____ Slope _____

(for all applicable categories, see accompanying location map)

SITING:

Total # _____ Sex: M/F
Maturity: fawn/yearling/adult
Antlers:
tines present _____
Beam Diameter <12mm/13-17mm/>17mm
Rack characteristics: (picture)
Typical/Nontypical
Symmetrical/Nonsymmetrical
>Shoulder width/<Shoulder width
Velvet present: Y/N

Comments:

Visual Health: Excellent/Average/Poor
Presence of disease: Y/N Wounds: Y/N Color _____ Other: Y/N

Comments:

Behavior: _____ walking _____ rubbing/scraping _____ mating
_____ running _____ in rut _____ sparing
_____ foraging: _____ marking _____ laying
_____ herb: _____
_____ shrub: _____
_____ tree: _____

Comments:

Location Characteristics:

General location: _____
General habitat description: _____
Topographic position:
_____ clearing _____ midslope drain _____ midslope ridge
_____ valley bottom _____ midslope _____ ridge
_____ meadow _____ cropland _____ logged

Canopy Pattern: uniform/mottled/park broken/very broken/non-forested

Comments:

ANTLERS:

tines present _____
Beam Diameter <12mm/13-17mm/>17mm
Rack characteristics: (picture)
Typical/Nontypical
Symmetrical/Nonsymmetrical
>Shoulder width/<Shoulder width
Velvet present: Y/N

Comments:



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Spokane Co, WA

APPENDIX 3

APPLICATION FORM

FOR THE

BACKYARD WILDLIFE SANCTUARY **PROGRAM**

Unofficial Document



APPLICATION FOR CERTIFICATION



Washington
Department of
Fish and
Wildlife

Serving Washington's wildlife and people-now and in the future.

BACKYARD WILDLIFE SANCTUARY PROGRAM

By filling out this application and sending in \$5.00 you will receive an official weatherproof Backyard Wildlife Sanctuary Sign, a signed certificate and a subscription to the "Crossing Paths" newsletter. Make checks payable to "WDFW - BYW".
\$5.00 Certification Fee Enclosed _____

Name _____

Street _____

City _____ County _____ Zip Code _____

Mailing address (if different) _____

Telephone (____)-_____ Property size (dimensions or acres) _____

Number of years you have lived at this address _____ Email address: _____

1. FOOD

List the plants on your property that may provide seeds, fruits, nuts, or nectar that are eaten by wildlife. Note: If your property is large or heavily wooded you may want to summarize the kinds and numbers of plants to the best of your ability.

<u>Trees</u>	<u>No.</u>	<u>Shrubs</u>	<u>No.</u>	<u>Annuals and Perennials</u>	<u>No.</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

List any supplemental foods, types and numbers of feeders that you provide for wildlife, and seasons of the year that these are provided.

<u>Food (seeds, suet, etc.)</u>	<u>Feeder Type</u>	<u>No.</u>	<u>Season Provided</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



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Spokane Co, WA

ADDENDUM
to the March 1999
FINAL HABITAT MANAGEMENT PLAN
for the
FOREST HILLS 4TH ADDITION
site located in
NE1/4 of Section 13, Township 26 North, Range 42 East
Spokane County, Washington.
Addendum submitted on September 22, 2004

EXHIBIT "E"

Unofficial Document



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10/05/2004 01:28P
Spokane Co, WA

Ron Howes
Ron D. Howes Construction Co.
14 West Graves Road
Spokane, WA 99218

September 22, 2004

Re: Addendum to the Habitat Management Plan for Forest Hills 4th Addition

Dear Ron Howes:

Please accept this letter as a formal Addendum to the FINAL Habitat Management Plan (HMP) for the Forest Hills 4th Addition development. Biology Soil & Water, Inc. (BSW) submitted the FINAL HMP in March 1999. The purpose of this addendum is to clarify two issues associated with a wildlife corridor located in the southwest corner of the site. The issues exist due to conditions stated in the Extension of Time Findings for PN-1507-85 Forest Hills 3rd Addition. This Addendum includes a map/engineer drawing that shows the final site plan. The attached site plan map shows the precise location and scale of the wildlife travel corridors/easements and replaces the hand drawn map titled Figure 4 in the 1999 plan.

Item number 17 in the Extension of Time Findings states that the subject wildlife travel corridor should include areas located between the 2280 and 2360 contour intervals. The subject travel corridor located in the southwest corner of the site was shown on a hand drawn map in the 1999 HMP. The corridor was not meant to follow a specified contour interval on a topographic map, but rather follow the south property lines of lots. The attached engineer drawing precisely defines the location of the 75-foot wide wildlife travel corridor prescribed in the southwest corner of the property. From the west property line of the development, that travel corridor/easement extends 75 feet south from the south property lines of Lots 8, 9, 12, 13, and 14 as the easement extends east to its intersection with the gas line easement. The attached map provides the correctly defined corridor and should be recognized as an approved addendum the 1999 HMP.

Confusion also arose because the above described wildlife corridor ended abruptly where it intersected the gasline easement near the center of the property. The wildlife corridor ends there because property ownership ends there. Wildlife will be able to travel off the Forest Hills 3rd Addition property and onto the adjacent property owned by the Whitworth Water District. A water reservoir is currently under construction in Whitworth property, but when construction is complete, wildlife will be able to travel through the trees around the reservoir on Whitworth property.



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The attached map also shows the 75-foot wide gas line easement that bisects the center of the property from north to south. That easement will serve as a wildlife travel corridor and be enhanced with native vegetation as recommended in the 1999 HMP.

If you have questions or require additional information, please contact the undersigned at your convenience. Thank you.

Respectfully submitted,

Larry Dawes
Biology Soil & Water, Inc
W. 725 Chelan
Spokane, WA 99205
Phone 509-327-2684
Fax 509-327-4742

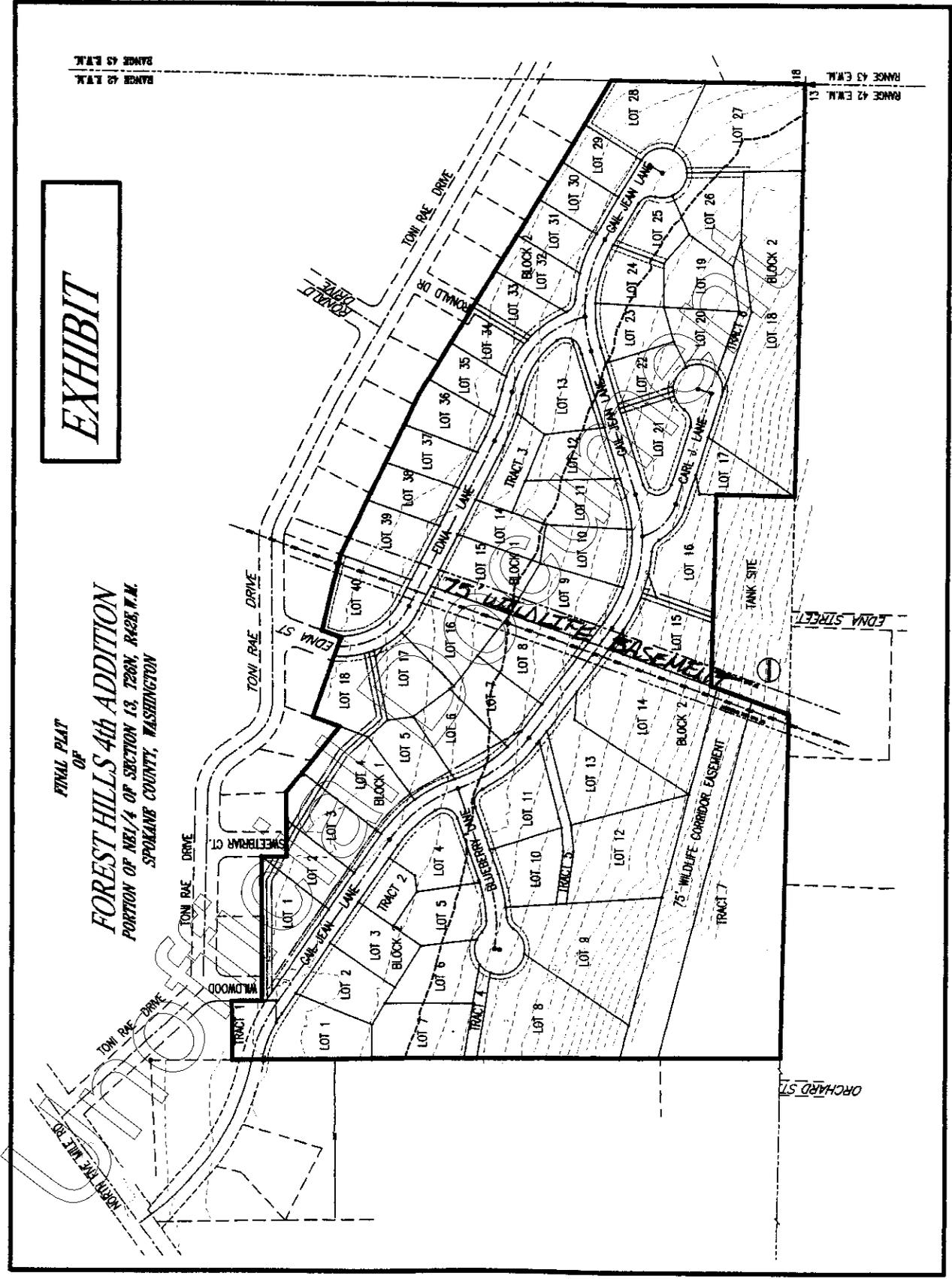
Unofficial Document



EXHIBIT

**FINAL PLAT
OF
FOREST HILLS 4th ADDITION
PORTION OF NE1/4 OF SECTION 13, T20N, R42E, W.M.
SPOKANE COUNTY, WASHINGTON**

RANGE 42 E.M.
RANGE 43 E.M.



RANGE 42 E.M.
RANGE 43 E.M.

ORCHARD ST