

Filed for Record at Request of and
copy returned to:

H. E. STILES, II
LUKINS & ANNIS, P.S.
1600 Washington Trust Financial Center
717 West Sprague Avenue
Spokane, Washington 99201-0466

SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, AND RESTRICTIONS

Reference numbers of related documents: 9210020001; 9210290606
Ord. 1343 76282; Ord. 1354 76165 7

GRANTORS

1. Richard W. and Joan Hanson
2. Mark and Inez Houk
3. Timothy K. and Rebecca L. Gump
4. Don G. and Kathy J. Marshall
5. Dennis W. and Alice C. Garland
6. Louisa M. Rose and Henry S. Berman, M.D.
7. Jeffrey J. and Patricia Y. Heimbigner
8. Kenneth H. and Carol S. Hustad
9. Larry R. and Rita S. Martin
10. Donald J. Benefiel and Barbara S. Bergmann
11. Christopher W. and Pamela S. Sturbaum
12. Randall L. and Julie A. Kembel
13. Donald W. and Jeanne P. Tomlinson

GRANTEE

River Bluff Estates
Additional names on page N/A of Document

Legal Description:

Abbreviated form: Tracts 1 through 15, River Bluff Estates, Survey recorded April 10, 1992, recording No. 9204100122

Assessor's Property Tax Parcel Account Number(s): Parcel Nos. 26031.9092; 26031.9093; 26031.9068; 26031.9069; 26031.9070; 26031.9071; 26031.9072; 26031.9073; 26031.9074; 26031.9075; 26031.9076; 26031.9077; 26031.9078; 26031.9079; 26031.9080



Filed for Record at Request of and
copy returned to:
H. E. STILES II
LUKINS & ANNIS, P.S.
1600 Washington Trust Financial Center
717 W Sprague Ave.
Spokane, WA 99201-0466
Attention: Debbie Evenoff

**SECOND AMENDMENT TO DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS, AND RESTRICTIONS**

RIVER BLUFF ESTATES

SPOKANE COUNTY, WASHINGTON

This Second Amendment is adopted and shall be deemed effective as of the recordation of this instrument, and pertains to that certain Declaration of Protective Covenants, Conditions, and Restrictions dated September 28, 1992, and recorded October 2, 1992, as Instrument No. 9210020001, Records of Spokane County, Washington, as amended once previously (the "Declaration"), which Declaration governs that certain residential subdivision project located in Spokane County, Washington, comprising fifteen (15) Parcels known as "River Bluff Estates" (the "Project"). The Project is depicted on the Survey recorded April 10, 1992, as Recording No. 9204100122, Records of Spokane County, Washington. The Parcels are identified on the Survey as Tracts 1 through 15, and are referred to in this Second Amendment as "Parcels" or "Tracts."

The parties executing this Second Amendment are the Owners of at least three-fourths (3/4) of all Parcels in the Project (as required for an amendment according to Article C, Section 1 of the Declaration), who have determined to amend the Declaration by the addition of new Articles D and E as follows (References in this Second Amendment to the "Declaration" being deemed to refer to and include the original Declaration and all amendments):

ARTICLE D

OWNERS ASSOCIATION

1. Formation of Association; Membership. A non-profit corporation known as "River Bluff Owners Association" (the "Association") has been formed by Owners of Parcels in the Project, by the filing of Articles of Incorporation with the Washington Secretary of State (the "Articles") and the adoption of Bylaws (the "Bylaws"). The Association has previously operated as a de facto manager of the Project, but without being officially recognized by the Declaration, and without having Parcel Owners legally required to be Members. Upon the adoption of this amendment, each Owner of a Parcel in the Project shall



automatically, upon becoming the Owner of that Parcel, be a Member of the Association, and shall remain a Member thereof until such time as his or her ownership ceases for any reason, at which time his or her membership in the Association shall be deemed automatically transferred to the new Owner(s). Membership shall be in accordance with the Articles and the Bylaws.

2. Duties and Powers. The duties and powers of the Association are those set forth in this Declaration, and in the Articles and Bylaws, together with its general and implied powers as a nonprofit corporation, generally to do any and all things that a nonprofit corporation organized under the laws of the State of Washington may lawfully do and which are necessary or proper in operating for the peace, health, comfort, safety and general welfare of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in this Declaration, the Articles, and the Bylaws.

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

4. One Class of Membership; Voting Rights. The Association shall have one (1) class of voting membership established according to the Articles of Incorporation, with one (1) vote being allocated to each Parcel on each matter with respect to which a vote is to be taken. Except where otherwise specifically provided in the Declaration, the Articles, or the Bylaws, all issues on which a vote is required shall be determined by the vote of a majority of a quorum present at a meeting in person or by proxy.

5. Meetings of Members. 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.

6. 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.

7. Agreements for Access Roads and Entry Gate. Without limiting the generality of the powers of the Board to do all things and take all actions reasonably necessary to the operation and management of the Association and the Project, and subject to the provisions of Article D, paragraph 8 below, the Board shall have the specific authority to enter into one or more agreements with the owners or managers of other property in the vicinity of the Project, providing for the establishment of reciprocal easement rights over all roads and the entry gate servicing all such properties (including this Project), and for the participation in the expenses of improving, operating, maintaining, repairing, and replacing such roads and the entry gate



for access to the public rights of way (Dorsett Road and Rutter Parkway). Such roads shall be referred to herein as the "Access Roads," the entry gate shall be referred to herein as the "Entry Gate," and such agreements shall be referred to herein as the "Access Roads and Entry Gate Agreements."

8. Owner Approval-Access Roads and Entry Gate Agreements. With respect to the creation or amendment of any Access Roads and Entry Gate Agreements, the Board shall provide to each Owner a copy of the proposed agreement or amendment not less than two weeks in advance of an Association Annual Meeting, or an Association Special Meeting scheduled for that purpose, with notice of the meeting to be provided as required in the Association Bylaws. The Board shall not have the authority to enter into an Access Roads and Entry Gate Agreement, or an amendment to an Access Roads and Entry Gate Agreement, unless and until Owners of not less than three-fourths (3/4) of the Parcels in the Project provide written approval to the Board of such agreement or amendment within sixty (60) days after the date of the scheduled meeting. The Owners may provide such written approval to the Board before, during or after the scheduled meeting.

ARTICLE E

ASSOCIATION MAINTENANCE FUNDS AND ASSESSMENTS

1. Assessment Obligation; Lien. Each Owner of any Parcel shall be deemed to covenant and agree to pay Assessments to the Association according to this Article. All Assessments, together with interest, costs, penalties and actual attorneys' fees, shall be a charge and a continuing lien upon the Parcel against which each Assessment is made, the lien to become effective upon recordation of a Notice of Assessment Lien. Each such Assessment, together with interest, costs, penalties and actual attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Parcel at the time when the Assessment fell due.

2. Use of Assessments. The Assessments levied by the Association shall be used exclusively for the improvement, operation, repair, maintenance, and replacement of the Access Roads and the Entry Gate, and for expenses of operating and managing the Association and the Project (e.g., insurance for Directors).

3. Allocation of Assessments; Payment. Each Parcel shall bear an equal share of each Assessment. Assessments shall be payable in such amounts and on such dates as may be determined by the Board of the Association, on written notice to all Owners.

4. Sale or Transfer of Parcels. The sale or transfer of any Parcel shall not affect any Assessment lien, or relieve the Parcel from any liability therefor, whether the lien pertains to payments becoming due prior or subsequent to such sale or transfer. Notwithstanding the foregoing, the sale or transfer of any Parcel pursuant to foreclosure or by deed in lieu of foreclosure of a recorded first mortgage given in good faith and for value shall extinguish the lien of all such Assessments as to payments which became due prior to such sale or transfer. Sale or transfer pursuant to mortgage foreclosure shall not, however, affect the personal



liability of the Owner for unpaid Assessments. Any Assessments for which the liens are extinguished pursuant to this Paragraph shall be included in later Assessments collectible from all of the Parcels, including the Parcel for which the lien was extinguished.

In a voluntary conveyance of a Parcel, the grantee of the same shall be jointly and severally liable with the grantor for all unpaid Assessments by the Association against the latter, 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 therefor. However, any such grantee shall be entitled to a statement from the Board of the Association, setting forth the amount of the unpaid Assessments due the Association, and such grantee shall not be liable for, nor shall the Parcel conveyed be subject to a lien for, any unpaid Assessments made by the Association against the grantor in 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.

5. Enforcement of Assessment Obligation. If any part of any Assessment is not paid within ten (10) days after the due date, the Board of the Association shall have the right to impose reasonable late penalties and/or interest, which shall be added to and collected with the Assessment. Each unpaid Assessment shall constitute a lien on each respective Parcel prior and superior to all other liens recorded subsequent to the recordation of the Notice of Assessment Lien, except for taxes, bonds, assessments and other levies or liens which, by law, would be superior thereto. Such lien, when delinquent, may be enforced by sale by the Association (acting through the Board), 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 (with the Board having the right and authority to appoint an independent trustee), or by judicial foreclosure as a mortgage, or in any other manner permitted by law. The Association, acting on behalf of the Parcel Owners, shall have the power to bid for the Parcel at the foreclosure sale, and to acquire and hold, lease, encumber, and convey the same. The foreclosing party shall have the right to reduce or eliminate any redemption rights of the defaulting owner as allowed by law. Suit to recover a money judgment for unpaid Assessments, rent, interest, costs, penalties, 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 voting rights of a Parcel Owner who is in default in payment of any Assessment, after notice and hearing according to the Bylaws."

Except as modified by this Second Amendment, the Declaration shall remain in full force and effect. This Second Amendment may be signed in counterparts.

INDIVIDUAL SIGNATURE PAGES FOR THE OWNERS OF PARCELS WITHIN RIVER BLUFF ESTATES ARE ATTACHED HERETO. THE EFFECTIVENESS OF THIS SECOND AMENDMENT REQUIRES SIGNATURE OF THE OWNERS OF NOT LESS



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Page: 6 of 19
02/18/2004 11:10
Spokane Co, WA

THAN TWELVE (12) PARCELS, REPRESENTING THREE-FOURTHS (3/4) OF ALL PARCELS IN THE PROJECT.

Unofficial Document



OWNER'S SIGNATURE PAGE

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**

RIVER BLUFF ESTATES

The undersigned, being the Owner(s) of the below-referenced Tract within River Bluff Estates, to which the preceding Second Amendment pertains, hereby agree(s) to the terms of such Second Amendment.

Dated: 16 Dec 2003.

Tract #1



RICHARD W. HANSON



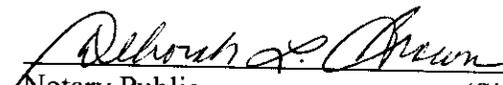
JOAN HANSON

STATE OF WASHINGTON

County of Spokane

On this 16 day of December, 2003, before me, Seborah L. Brown, a notary public for the State of Washington, personally appeared RICHARD W. HANSON and JOAN HANSON, husband and wife, known to me to be the persons who executed the foregoing instrument, and acknowledged that they executed the same.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



Notary Public (Signature)
Seborah L. Brown

(Print Name)

Residing at: Spokane, WA
My commission expires: 12-17-2004





OWNER'S SIGNATURE PAGE

SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS

RIVER BLUFF ESTATES

The undersigned, being the Owner(s) of the below-referenced Tract within River Bluff Estates, to which the preceding Second Amendment pertains, hereby agree(s) to the terms of such Second Amendment.

Dated: 12/11/03, 2003.

Tract #2 and portion of Tract #1

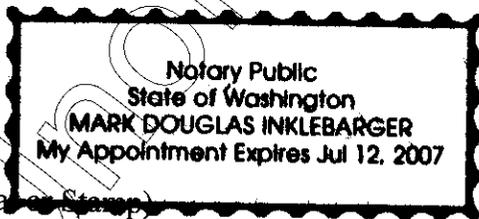
Mark Houk
MARK HOUK
Inez F. Houk
INEZ HOUK

STATE OF WASHINGTON

County of Spokane

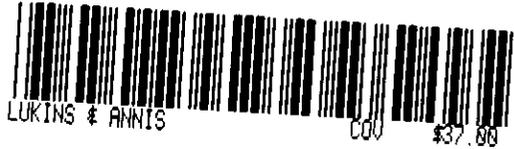
On this 11th day of December, 2003, before me, Mark Douglas Inklebarger, a notary public for the State of Washington, personally appeared MARK HOUK and INEZ HOUK, husband and wife, known to me to be the persons who executed the foregoing instrument, and acknowledged that they executed the same.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



Mark Douglas Inklebarger
Notary Public (Signature)
Mark Douglas Inklebarger
(Print Name)

Residing at: Spokane
My commission expires: 7-12-2007



OWNER'S SIGNATURE PAGE

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**

RIVER BLUFF ESTATES

The undersigned, being the Owner(s) of the below-referenced Tract within River Bluff Estates, to which the preceding Second Amendment pertains, hereby agree(s) to the terms of such Second Amendment.

Dated: JAN 28, ~~2003~~ 2004

Tract #3

Timothy K. Gump
TIMOTHY K. GUMP

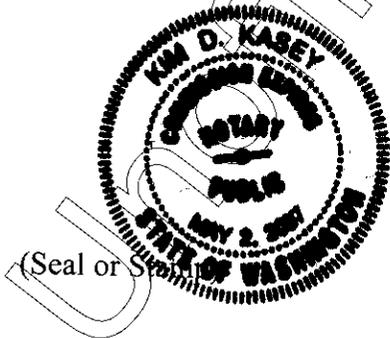
Rebecca L. Gump
REBECCA L. GUMP

STATE OF WASHINGTON

County of Spokane

On this 28 day of Jan, 2004, before me, Kim Kasey, a notary public for the State of Washington, personally appeared TIMOTHY K. GUMP and REBECCA L. GUMP, husband and wife, known to me to be the persons who executed the foregoing instrument, and acknowledged that they executed the same.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



Kim Kasey
Notary Public (Signature)
Kim Kasey
(Print Name)

Residing at: Spokane
My commission expires: 5/2/2007



OWNER'S SIGNATURE PAGE

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**

RIVER BLUFF ESTATES

The undersigned, being the Owner(s) of the below-referenced Tract within River Bluff Estates, to which the preceding Second Amendment pertains, hereby agree(s) to the terms of such Second Amendment.

Dated: 1.16, ²⁰⁰⁴~~2003~~ *DM*

Tract #4

Don G. Marshall

DON G. MARSHALL

Kathy J. Marshall

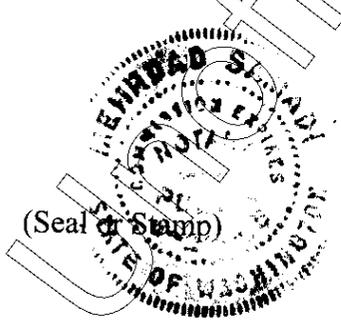
KATHY J. MARSHALL

STATE OF WASHINGTON

County of Spokane

On this 16 day of 16, ²⁰⁰⁴~~2003~~ *M.S.*, before me, MEHRDAD SAMADI, a notary public for the State of Washington, personally appeared DON G. MARSHALL and KATHY J. MARSHALL, husband and wife, known to me to be the persons who executed the foregoing instrument, and acknowledged that they executed the same.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

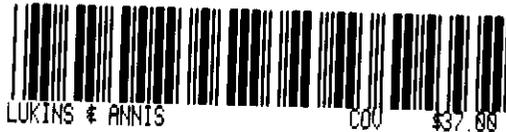


Mehrdad Samadi

Notary Public (Signature)
MEHRDAD SAMADI

(Print Name)

Residing at: STATE OF WASHINGTON
SPOKANE County
My commission expires: JUNE 29, 2005



OWNER'S SIGNATURE PAGE

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**

RIVER BLUFF ESTATES

The undersigned, being the Owner(s) of the below-referenced Tract within River Bluff Estates, to which the preceding Second Amendment pertains, hereby agree(s) to the terms of such Second Amendment.

Dated: DEC. 8, 2003.

Tract #5

DENNIS W. GARLAND

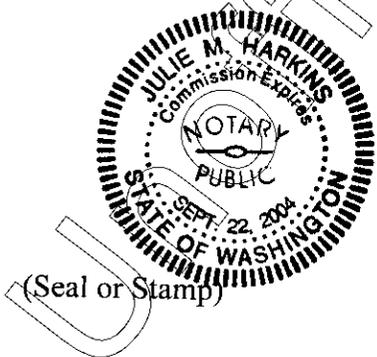
ALICE C. GARLAND

STATE OF WASHINGTON

County of Spokane

On this 8 day of December, 2003, before me, Julie M Harkins, a notary public for the State of Washington, personally appeared DENNIS W. GARLAND and ALICE C. GARLAND, husband and wife, known to me to be the persons who executed the foregoing instrument, and acknowledged that they executed the same.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



Notary Public (Signature)

Julie M Harkins
(Print Name)

Residing at: Spokane Washington
My commission expires: Sept. 22, 2004



OWNER'S SIGNATURE PAGE

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**

RIVER BLUFF ESTATES

The undersigned, being the Owner(s) of the below-referenced Tract within River Bluff Estates, to which the preceding Second Amendment pertains, hereby agree(s) to the terms of such Second Amendment.

Dated: 12/12, 2003.

Tract #6

Louisa M. Rose
LOUISA M. ROSE

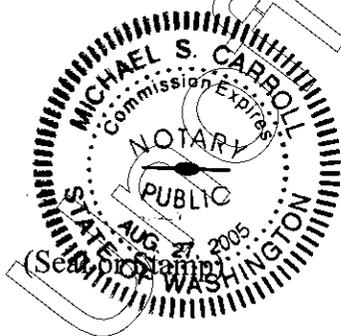
Henry S. Berman
HENRY S. BERMAN, M.D.

STATE OF WASHINGTON

County of Spokane

On this 12th day of DEC, 2003, before me, Michael S. Carroll notary public for the State of Washington, personally appeared LOUISA M. ROSE and HENRY S. BERMAN, M.D., husband and wife, known to me to be the persons who executed the foregoing instrument, and acknowledged that they executed the same.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



Michael S. Carroll
Notary Public (Signature)
Michael S. Carroll
(Print Name)

Residing at: Spokane, WA
My commission expires: Aug. 27, 2005



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Page: 13 of 19
02/18/2004 11:10
Spokane Co, WA

OWNER'S SIGNATURE PAGE

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**

RIVER BLUFF ESTATES

The undersigned, being the Owner(s) of the below-referenced Tract within River Bluff Estates, to which the preceding Second Amendment pertains, hereby agree(s) to the terms of such Second Amendment.

Dated: 12-19-03, 2003.

Tract #s 7 and 8

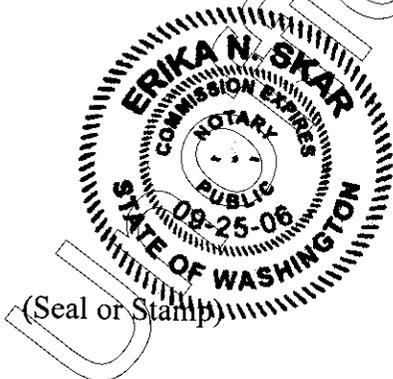
Jeffrey J. Heimbyner
JEFFREY J. HEIMBIGNER
Patricia Heimbyner
PATRICIA Y. HEIMBIGNER

STATE OF WASHINGTON

County of Spokane

On this 19th day of December, 2003, before me, Erika N. Skar, a notary public for the State of Washington, personally appeared JEFFREY J. HEIMBIGNER and PATRICIA Y. HEIMBIGNER, husband and wife, known to me to be the persons who executed the foregoing instrument, and acknowledged that they executed the same.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



Erika N. Skar
Notary Public (Signature)
Erika N. Skar
(Print Name)

Residing at: 12020 N. Mill Road, Spokane, WA 99218
My commission expires: 9-25-06



OWNER'S SIGNATURE PAGE

SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS

RIVER BLUFF ESTATES

The undersigned, being the Owner(s) of the below-referenced Tract within River Bluff Estates, to which the preceding Second Amendment pertains, hereby agree(s) to the terms of such Second Amendment.

Dated: Dec. 12, 2003.

Tract #9

KENNETH H. HUSTAD

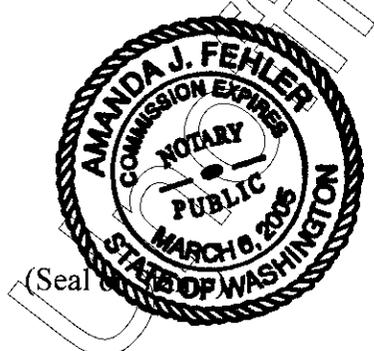
CAROL S. HUSTAD

STATE OF WASHINGTON)

County of Spokane)
: ss)

On this 12th day of December, 2003, before me, Amanda Fehler, a notary public for the State of Washington, personally appeared KENNETH H. HUSTAD and CAROL S. HUSTAD, husband and wife, known to me to be the persons who executed the foregoing instrument, and acknowledged that they executed the same.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



Notary Public (Signature)
Amanda Fehler

(Print Name)

Residing at: Spokane
My commission expires: March 6, 2005



OWNER'S SIGNATURE PAGE

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**

RIVER BLUFF ESTATES

The undersigned, being the Owner(s) of the below-referenced Tract within River Bluff Estates, to which the preceding Second Amendment pertains, hereby agree(s) to the terms of such Second Amendment.

Dated: DEC. 9, 2003.

Tract #10

Larry R. Martin
LARRY R. MARTIN
Rita S. Martin
RITA S. MARTIN

STATE OF WASHINGTON

County of Spokane

On this 9th day of December, 2003, before me, Dana L. Hamilton, a notary public for the State of Washington, personally appeared LARRY R. MARTIN and RITA S. MARTIN, husband and wife, known to me to be the persons who executed the foregoing instrument, and acknowledged that they executed the same.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



Dana L. Hamilton
Notary Public (Signature)
Dana L. Hamilton
(Print Name)

Residing at: Spokane, WA
My commission expires: 1-15-07



OWNER'S SIGNATURE PAGE

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**

RIVER BLUFF ESTATES

The undersigned, being the Owner(s) of the below-referenced Tract within River Bluff Estates, to which the preceding Second Amendment pertains, hereby agree(s) to the terms of such Second Amendment.

Dated: 11 February, ²⁰⁰⁴~~2003~~.

Tract #11

Donald J. Benefiel
DONALD J. BENEFIEL

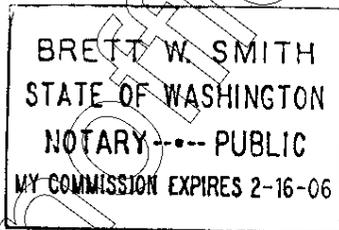
Barbara S. Bergmann
BARBARA S. BERGMANN

STATE OF WASHINGTON)

County of Spokane)
: ss

On this 11th day of February, ²⁰⁰⁴~~2003~~, before me, Brett W. Smith, a notary public for the State of Washington, personally appeared DONALD J. BENEFIEL and BARBARA S. BERGMANN, husband and wife, known to me to be the persons who executed the foregoing instrument, and acknowledged that they executed the same.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



(Seal or Stamp)

Brett W. Smith
Notary Public (Signature)
Brett W. Smith
(Print Name)

Residing at: Spokane, Washington
My commission expires: 16 February 2006



OWNER'S SIGNATURE PAGE

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**

RIVER BLUFF ESTATES

The undersigned, being the Owner(s) of the below-referenced Tract within River Bluff Estates, to which the preceding Second Amendment pertains, hereby agree(s) to the terms of such Second Amendment.

Dated: 12-16, 2003.

Tract #12

Christopher W. Sturbaum
CHRISTOPHER W. STURBAUM

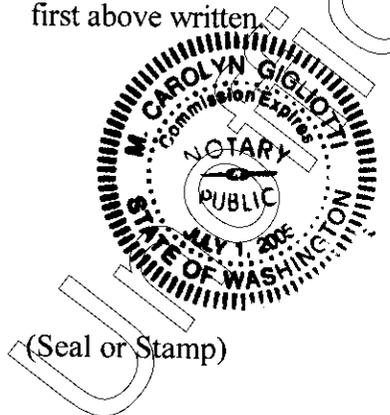
Pamela S. Sturbaum
PAMELA S. STURBAUM

STATE OF WASHINGTON

County of Spokane

On this 16 day of DECEMBER, 2003, before me, M. CAROLYN GIGLIOTTI, a notary public for the State of Washington, personally appeared CHRISTOPHER W. STURBAUM and PAMELA S. STURBAUM, husband and wife, known to me to be the persons who executed the foregoing instrument, and acknowledged that they executed the same.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



M. Carolyn Gigliotti
Notary Public (Signature)
M. CAROLYN GIGLIOTTI
(Print Name)

Residing at: DANFORTH WA21
My commission expires: 7-1-05



OWNER'S SIGNATURE PAGE

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**

RIVER BLUFF ESTATES

The undersigned, being the Owner(s) of the below-referenced Tract within River Bluff Estates, to which the preceding Second Amendment pertains, hereby agree(s) to the terms of such Second Amendment.

Dated: Dec 11, 2003.

Tract #13

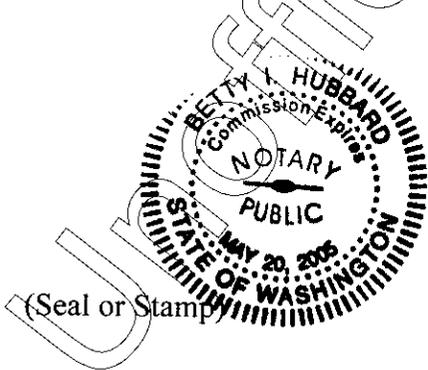
Randall L. Kembel
RANDALL L. KEMBEL
Julie A. Kembel
JULIE A. KEMBEL

STATE OF WASHINGTON

County of Spokane

On this 11 day of Dec, 2003, before me, Betty F. Hubbard, a notary public for the State of Washington, personally appeared RANDALL L. KEMBEL and JULIE A. KEMBEL, husband and wife, known to me to be the persons who executed the foregoing instrument, and acknowledged that they executed the same.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



Betty F. Hubbard
Notary Public (Signature)
Betty F. Hubbard
(Print Name)

Residing at: Spokane Washington
My commission expires: May 20, 2005



OWNER'S SIGNATURE PAGE

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**

RIVER BLUFF ESTATES

The undersigned, being the Owner(s) of the below-referenced Tract within River Bluff Estates, to which the preceding Second Amendment pertains, hereby agree(s) to the terms of such Second Amendment.

Dated: 9 DEC, 2003.

Tract #14

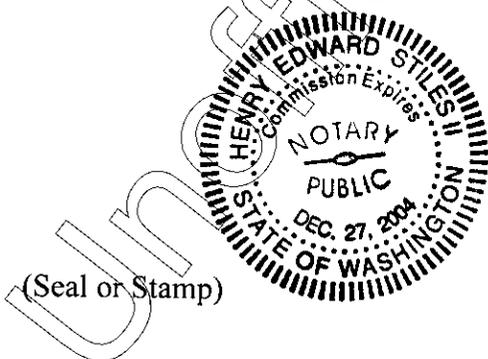
Donald W. Tomlinson
DONALD W. TOMLINSON
Jeanne P. Tomlinson
JEANNE P. TOMLINSON

STATE OF WASHINGTON

County of Spokane

On this 9 day of DEC, 2003, before me, HENRY E. STILES,
notary public for the State of Washington, personally appeared DONALD W. TOMLINSON
and JEANNE P. TOMLINSON, husband and wife, known to me to be the persons who executed
the foregoing instrument, and acknowledged that they executed the same.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate
first above written.



Henry E. Stiles
Notary Public (Signature)
HENRY E. STILES
(Print Name)

Residing at: Spokane, WA
My commission expires: 12/27/04