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VOL. 1856 PAGE 934

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## REFERENCE CC&amp;R'S TO RIVER PARK ESTATES

**RIVER PARK ESTATES**

Know all men by these presents, that we the undersigned, Owners of the real estate described in attachment 1, hereby make the following declarations as to the limitations, restrictions and uses to which the lots 1 thru 24 and /or Tracts 1 thru 24 constituting RIVER PARK ESTATES may be out, including the private roadway system, and hereby specify that said declaration shall constitute covenants to run with all the land as provided by law and shall be binding upon all parties and persons claiming under them and for the benefit and limitation upon all future owners of said lots 1 thru 24 of RIVER PARK ESTATES. This Declaration of Protective Covenants is for the purpose of keeping RIVER PARK ESTATES desirable, uniform and suitable in design and use, and thus protecting the property values for present and future owners.

**ARTICLE 1****ASSOCIATION, ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS****1.1 DUTIES AND POWERS OF THE ASSOCIATION**

The duties and powers of the Association are those set forth in this Declaration; generally to do any and all things which are necessary or proper in operating for the peace, health, comfort, safety and general welfare of its Members, the residential Lots and private roadway system within RIVER PARK ESTATES, subject only to the limitations upon the exercise of such powers as are expressly set forth in this Declaration.

**1.2 MEMBERSHIP**

The owner or a Lot shall automatically, upon becoming the Owner of that Lot, 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 revert to the Association.

**1.3 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 there upon the old membership outstanding in the name of the seller shall be null and void.

**REFERENCE CC&R'S TO RIVER PARK ESTATES****1.4 VOTING RIGHTS**

The Association shall have one class of voting membership, and the Owner(s) of each Lot, including the Declaration, shall have a voting power of one (1) vote per Lot for as many Lots as are owned. If a Lot is owned by more than one (1) person, each such person shall be a Member of the Association, but the voting power for that Lot shall not be increased. Fractional voting with respect to a particular Lot shall not be allowed, and if the Owner(s) of a Lot present at a meeting of the Association, in person or by proxy, cannot agree on how their vote shall be cast, no vote shall be cast with respect to that Lot. 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 sixty-six (66) percent of the total voting power of the membership.

**1.5 MEMBERSHIP MEETINGS**

Regular meetings of Members of the Association shall be held bi-annually; February 1 and August 1 of each calendar year. Special meetings shall be held at yet to be determined times and places, as required to complete the duties of the Association.

**1.6 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. Subject Board of Directors shall adopt managing rules and regulations necessary to operate and shall form the Bylaws of the Association.

**1.7 USE OF AGENT**

The Board of Directors, on behalf of the Association, may contract with a professional management agent for the performance of maintenance and repair and for conducting other activities on behalf of the Association, as may be determined by the Board.

**ARTICLE 2****MAINTENANCE OF ROADWAY SYSTEMS****2.1 DUST CONTROL**

Dust palliative #3 (a light refined oil with an asphalt residual) shall be applied to the roads as conditions may warrant or as directed by the Spokane County Air Pollution Control Authority or its successor.

**REFERENCE CC&R'S TO RIVER PARK ESTATES****2.2 SNOW REMOVAL / SANDING**

Snow plowing, removal and sanding shall be performed as conditions may warrant.

**2.3 ROADWAY VEGETATION**

The right-of-way of the roadway system shall remain clear of high natural vegetation, which vegetation would have the potential of interfering with the passage of fire-fighting equipment and also serve to encourage wildlife from jumping from one side of the road to the other side by its presence. Corrective action shall be taken as conditions warrant or at the direction of the Fire Chief of the Fire Protection District.

**2.4 ROADWAY MAINTENANCE**

Maintenance shall be performed as conditions warrant as agreed to by the Homeowners Association to provide a safe unobstructed roadway and roadway drainage, both along and under the traveled roadway. Crushed surfacing shall be added as needed.

**2.5 BITUMINOUS SURFACE (BST) PAVING**

Within 24 months or after 75 per cent of the Lots in the project have been sold, the Declarant shall cause to be constructed a bituminous surface pavement; PROVIDED, however that if, at the time 75 per cent of the Lots in the project have been sold, the Owners of the Lots (Declarant excluded) decide by a majority vote exceeding 25 per cent to not construct the BST pavement, this paragraph (2.5) shall be declared null and void, and shall be deleted from this Declaration.

**ARTICLE 3****ASSOCIATION MAINTENANCE FUNDS AND ASSESSMENTS****3.1 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 thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following Assessments, which shall be established and collected as provided herein.

**REFERENCE CC&R'S TO RIVER PARK ESTATES****3.2 REGULAR ASSESSMENTS**

Assessments, together with interest, costs, and actual attorney's fees, shall be a charge and a continuing lien to become effective upon levy of the Assessment. Each such Assessment, together with interest, costs and actual attorney's 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 shall exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the roadway system or by the abandonment of his Lot.

**3.3 PURPOSE OF ASSESSMENTS**

The Assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of all the residents in the entire Project for the improvement and maintenance of the roadway system for the Project. The Regular Assessments shall include a reserve fund for (a) maintenance, repairs and replacement of those portions of the roadway system which may be replaced on a periodic basis, and (b) periodic snow removal and sanding or equivalent treatment.

**3.4 REGULAR ASSESSMENTS**

Until the end of the Association's fiscal year 1997 the annual maximum Regular Assessment per Lot shall be such amount as is set forth in the Project budget for fiscal year 1996 prepared by Declarant, payable in semi-annual installments. Thereafter, the Board shall determine and fix the amount of the maximum annual Regular Assessment against each Lot at least sixty (60) days in advance of the start of the tenth fiscal year, provided, however, that the maximum annual Regular Assessment may not be increased by more than 20 per cent above the maximum annual regular Assessment for the immediately preceding fiscal year without the vote or written assent of a majority of the voting power of the Association.

**3.5 EXTRAORDINARY ASSESSMENTS**

In addition to the regular Assessments authorized above, the board may levy, in any fiscal year, an extraordinary 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 the roadway system, or to defray any unanticipated or underestimated Regular Assessments; provided, however, that the aggregate Extraordinary Assessments for any fiscal year shall not exceed 5 percent of the budgeted gross expenses of the Association for that fiscal year, without the vote or written assent of a majority of the voting power of the Association.

**REFERENCE CC&R'S TO RIVER PARK ESTATES****3.6 ALLOCATION OF ASSESSMENTS**

Each lot, including lots owned by declarant, shall bear a fractional share of 1/24th of each aggregate Regular and Extraordinary Assessment.

**3.7 DATE OF COMMENCEMENT OF ASSESSMENTS: DUE DATES**

The Regular Assessments provided for herein shall commence as to all Lots in the Project on the first day of the month following closing of the sale for the first Lot in the Project; provided, however, that Assessments may be waived with respect to all unsold lots until at least 75 percent of the lots are sold, if the Declarant provides for all maintenance and repair of the roadway system (not covered by the assessments) pursuant to a written agreement with the Association. Due dates of Assessments shall be February 1 and August 1 of every calendar year. No notice of such Assessments shall be required other than an annual notice setting forth the amount of the semi-annual Assessment.

**3.8 TRANSFER OF LOT BY SALE OR FORECLOSURE**

The sale or transfer of any lot shall not effect any Assessment lien, or relieve the lot from any liability thereof. The lien shall be assessed for each month or fraction thereof from the due date until the assessment and all late charges are paid. Extraordinary Assessments shall not accrue penalties until the Lot Owner is duly notified. Each unpaid Assessment, whether Regular or Extraordinary shall constitute a lien on each respective Lot prior and superior to all other liens except (1) All taxes, bonds, assessments and other levies which, by law, would be superior thereto (2) the lien or charge of any mortgage of record made in good faith and for value. Such lien, when delinquent, may be enforced by sale by the Association, its attorney or to the person authorized by the 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 sale in deeds of trust, or by judicial foreclosure as a mortgage, or in any other manner permitted by law. 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 judgement for unpaid Assessments and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may impose reasonable monetary penalties including actual attorney's fees and costs and may temporarily suspend the Association membership rights of a Lot Owner who is in default in payment of any Assessment.

**ARTICLE 4****BUILDING RESTRICTIONS**

**REFERENCE CC&R'S TO RIVER PARK ESTATES****4.1 ARCHITECTURAL CONTROL**

No building, fence wall or other structure shall be commenced, erected or maintained upon a Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specification showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to compliance with the guidelines adopted by the Association and as to surrounding structures and topography by the Board of Directors of the Association or by any architectural committee composed of 3 or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

**4.2 MOBILE/MANUFACTURED HOMES**

No structure of a temporary character, trailer, mobile home, basement, tent, shack, barn or other outbuildings shall be used on any lot at any time as a residence.

**4.3 BUILDING AND FENCE RESTRICTIONS**

**4.3.1** No building or any part thereof shall be erected on any Lot within 50 feet of the front line or street line of each Lot or nearer than 30 feet, to any side line of each Lot.

**4.3.2** No structure shall be erected, altered, placed or permitted to remain on any portion of RIVER PARK ESTATES, other than a single family dwelling with attached garage, a guest home, and such other outbuilding as may be incidental to the specified used of the land.

**4.3.3** Any structure erected in RIVER PARK ESTATES shall be completed as to external appearance, including finished painting and shall be connected to its septic tank within 9 months from date of commencement of construction.

**4.3.4** At the time of purchase, the property Owner or contract purchaser and a representative or the Association will meet on the property and the property Owner or contract purchaser will designate a maximum of 2-1/2 acre site that will be the designated building site for that Lot. The 2-1/2 acre site will be the area that is allowed to landscaped and watered from the RIVER PARK ESTATES Mutual Water Association, no other area on the Lot maybe landscaped and watered from the Water Association assets, unless approved by the HOME OWNERS Association.

**4.3.5** All property Owners in RIVER PARK ESTATES shall agree to protect any and all nest trees for raptor birds, and agree to cooperate with Washington State Department of Game in the marking and preservation of said trees. No fences shall be erected West of the break of the bluff along the West side of RIVER PARK ESTATES so as not to interfere with the migratory deer

**REFERENCE CC&R'S TO RIVER PARK ESTATES**

run. All members of the Association shall be bound by and accept all obligations imposed by any Washington State Park easements.

**4.4 HEIGHT RESTRICTIONS**

Construction of homes shall be limited to a maximum of 3 stories above ground level. All buildings, structures and fences in excess of 6 feet in height require building permits as per Section 301 of the Uniform Building Code.

**4.5 SIZE RESTRICTIONS**

4.5.1 No dwelling may be constructed or placed upon any Lot herein with less than 2,000 square feet of floor space in a single-story structure, and less than 1,400 square feet on the ground floor of a split level or multiple-story structure, not including any garage, covered patio or porches; however, a guest house shall be permitted with Association approval. In no case shall there be more than two dwellings on any given parcel.

4.5.2 No building may be constructed or placed upon any Lot herein with more than 75 per cent of the square feet of the floor space of the main dwelling thereon. Any such building must be of similar or compatible design and structure of the main dwelling thereon. No unpainted metals may be used on any lot at any time as a residence.

**4.6 ROOFS**

Split shake or sawed wood shingle roof materials are prohibited on any building in the project area. Roof covering for all Group R, Division 3 Occupancies and Group M, Division 1 Occupancies shall minimally be of fire-retardant materials in accordance with Section 3203 (e) of the Uniform Building Code.

**4.7 ADDRESSES**

Individual houses shall be addressed and the addresses shall be clearly visible from the easement road system.

**4.8 GREEN-BELT REQUIREMENTS**

A minimum of a 30 foot "green-belt" is required around all dwellings, which should consist of watered grass, shrubs, and trees not exceeding 30 feet in height, and shall otherwise comply with Section 11.210 (a) of the Uniform Fire Code and the Code language presented therein.

**4.9 FOREST PRACTICES APPLICATION AND SLASH DISPOSAL**

## **REFERENCE CC&R'S TO RIVER PARK ESTATES**

**4.9.1** Each Purchaser of a Lot shall obtain, as may be required, an approval Forest Practices Application prior to issuance of a building permit or development on any of the forest land within the boundaries of the Project. Pursuant to Section 76.04.310 RCW, each purchaser of a Lot shall be required to obtain approval of a slash predisposal plan by the required Department of Natural Resources and the filing of a copy of such plan with the Planning Department prior to issuance of a building permit, or, in lieu of that, a waiver statement from the Department of Natural Resources that such a permit is not appropriate. Portions of the property are covered, more or less, with native trees. It is the intention of the parties that generally wooded appearance of the property be maintained and it is agreed that while the Owners or contract purchaser may cut such timber as is reasonable necessary to clear roadways and building sites, and for other residential purposes, the generally wooded appearance of the property shall be maintained. All lot owners shall keep their respected lots clear of debris and underbrush accumulation which could create a fire hazard situation for all lot owners in River Park Estates.

### **ARTICLE 5**

#### **EASEMENT, UTILITIES, AND RIGHT OF ENTRY**

##### **5.1 ULID**

Owner(s) or Successor(s) in interest agree to authorize Spokane County to place their name(s) on a petition for the information of a ULID by petition method pursuant to RCW 36.94 which the petition includes the Owner(s) property and further not to object by the signing of a protest against the formation of a ULID by resolution method pursuant to RCW Chapter 36.94 which includes the Owner(s) property. Provided, these conditions shall not prohibit the Owner(s) or Successor(s) from objection to any assessment(s) on the property as a result of improvements called for in conjunction with the formation of a ULID by either petition or resolution method under RCW Chapter 36.94.

##### **5.2 RID/CRP**

**5.2.1** Owner(s) or Successor(s) agree to join and to not oppose or protest a road improvement district (RID) or county road project (CRP) created for the purpose of improving the access road to the development from Highway No. 291.

**5.2.2** Should Spokane County be petitioned to construct or maintain a public road serving the property in accordance with provisions RCW 36.81, the Owner(s) or Successor(s) in interest must:

**5.2.2.1** Agree to deliver to Spokane County a properly signed and executed right of way deed to cover sufficient land for the road.

**5.2.2.2** Agree to join and participate in the formation of a County Road improvement Project sanctioned by Spokane County.

## **REFERENCE CC&R'S TO RIVER PARK ESTATES**

**5.2.2.3** Sign and record Spokane County Engineer from "Notice to Public No. 3" of 5/5/81 in order to comply with above requirements.

### **5.3 FIRE CONTROL**

Access to approved cisterns or other water supply sources such as swimming pools shall be provided. Emergency egress and ingress to the existing four-wheel drive roads in the area in the event of wildfire. Particularly, access shall be kept open at the Easterly boundary of Lot 19 and running Westerly across Lot 19 to the Northwest corner of Lot 20, then proceeding to Highway No. 291. Access to this emergency road shall be controlled by a locking gate mechanism approved by the Fire Chief for the Fire Protection District.

### **5.4 UTILITY AND MAINTENANCE EASEMENTS**

Declarant expressly reserves for the benefit of the Board of Directors and all agents, officers, and employees of the Association, nonexclusive easements over the roadway system as necessary to maintain and repair the roadway, and to perform all other tasks in accordance with the provisions of this Declaration. Such easements over the roadway systems shall be appurtenant to, binding upon and shall pass with the title to, every Lot conveyed.

### **5.5 UTILITIES**

Utilities to each lot shall be placed underground.

### **5.6 RESTRICTION AGAINST GRANTING EASEMENTS**

No Owner of a lot or any person or party claiming under them or for their benefit, shall grant an easement over, across, or through their lot or any property controlled by them for access for ingress and egress or utilities or for any other purpose for the use and benefit for property outside the boundaries of RIVER PARK ESTATES as described in Attachment 1. The Owners of any lots and all parties and persons claiming under them or for their benefit shall not grant easements to the private roadway system with RIVER PARK ESTATES to anyone outside of RIVER PARK ESTATES. Provided, however, this shall not be construed to restrict the right of Lot Owners to allow access to their property for their guests and invitees. Provided further, the Declarant expressly reserves for itself and its successors in the interest and Assigns, the right to grant easements to the private roadway system within RIVER PARK ESTATES to anyone outside of RIVER PARK ESTATES.

## **ARTICLE 6**

### **SUBDIVISION**

No further subdivision of any of the 24 original parcels shall be allowed.

**REFERENCE CC&R'S TO RIVER PARK ESTATES****ARTICLE 7****USE RESTRICTION****7.1 NUISANCES**

No noxious, illegal, or offensive activities shall be carried on in any part of the property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the owners of his respective lot, or which shall in any way increase the rate of insurance for the Project, or cause any insurance policy to be cancelled. No Hunting or Shooting of any kind shall be allowed on any lot in RIVER PARK ESTATES.

**7.2 SIGNS**

No sign of any kind shall be displayed to the public view on any lot except as maybe consistent with zoning code or one professional sign of not more than 5 square feet. Additionally, signs used by the Builder to advertise the property during the time of construction and sales are allowed. The enlarged River Park Estates identification signs shall be exempted.

**7.3 ANIMALS**

7.3.1 An Owner may keep or maintain for his own personal enjoyment domestic animals, as long as they create no offensive situations for other lot owners of River Park Estates.

7.3.2 Dogs shall be secured by a leash or penned and not allowed to run loose except when under the immediate control of the owners or his/her designee.

**7.4 GARBAGE AND REFUSE DISPOSAL**

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

**7.5 TEMPORARY STRUCTURES**

No structure of a temporary character, trailer, recreational vehicle, tent, shack, barn or other outbuilding shall be used on any lot at any time for a residence, either temporarily or permanently; except that tenting by children and short-term housing of guests may be permitted.

**REFERENCE CC&R'S TO RIVER PARK ESTATES****7.6 RECREATIONAL VEHICLES**

Off road type vehicles, including motorcycles, snowmobiles, all-terrain vehicles, cycles and the like are not to be used on any individual lot except to enter or exit through the main private easement roadway system within the project.

**7.7 VEHICLE STORAGE**

R.V.'s, camping trailers, camping vehicles, boats, trailers, or disabled vehicles of any type shall not be stored in the front 100 feet on any lot within the project, and must be stored in such a manner as to not be visually objectionable from the main access roads.

**7.8 PARKING**

No on-street parking will be allowed on any portion of the projects road system.

**7.9 NO WARRANTY OF ENFORCEABILITY**

While Declarant has no reason to believe that any of the restrictive covenants contained in the Article 7 or elsewhere in his Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant. Any owner acquiring a lot in the project in reliance on one or more of such restrictive covenants shall assume all risks of the validity and enforceability thereof and, by acquiring the lot agrees to hold Declarant harmless therefrom.

**ARTICLE 8****DECLARANT'S RIGHTS AND RESERVATIONS**

**8.1** Declarant is performing certain work in connection with the preparation of the property for sale. The completion of that work and the sale, rental, and other disposal of the lots is essential to the established as a fully occupied residential community as rapidly as possible, nothing in the declaration shall be understood or construed to:

**8.1.1** Prevent Declarant, its contractors, or subcontractors from going on the Property or any lot, whenever reasonably necessary or advisable in connection with the completion of the work; or

**8.1.2** Prevent Declarant or its representatives from erecting, constructing and maintaining on any part 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 parcels by sale, lease or otherwise; or

**REFERENCE CC&R'S TO RIVER PARK ESTATES**

**8.1.3** Prevent Declarant from conducting on any part of the property its business of completing the work and establishing a plan of lot ownership and of disposing of said property in lots by sale, lease or otherwise; or

**8.1.4** Prevent Declarant from maintaining such sign (s) on any property as may be necessary for the sale, lease or disposition thereof. So long as Declarant, its successors and assigns, shall be subject to the provisions of this declaration.

**8.2 TERMINATION OF ANY RESPONSIBILITY OF DECLARANT**

In the event declarant shall convey all of its rights, title, and interests in and to the property to any partnership, individual (s) , corporation (s), then and in such event, Declarant shall be relieved of the performance of any duty or obligation hereunder, and such partnership, Individual (s), Corporation (s), shall be obligated to perform all such duties and obligations of the Declarant.

**ARTICLE 9****GENERAL PROVISIONS****9.1 VIOLATIONS**

It shall be lawful, not only for the said Declarant, their Heirs, Successors, and Assigns, but also for the Owner or Owners of any lot or lots adjoining or in the neighborhood of the premises hereby granted or have derived or shall hereafter derive title from or through and Decalarants, to institute and prosecute any proceedings at law or inequity against the persons or person violating or threatening to violate these restrictions. Invalidation of any one of these covenants by judgement or court shall in no way effect any of the provisions which shall remain in full force and effect.

**9.2 DURATION**

These covenants are to run with the land and shall be binding upon all parties and persons claiming under them for a period of 10 years from the date these covenants are recorded, after which time said covenants shall be reviewed by the Home Owners Association, and revised as necessary for a successive period of 10 years. An instrument signed by two-thirds of the then recorded owners of the lots within the project shall be recorded agreeing to change the same in whole or in part.

**REFERENCE CC&R'S TO RIVER PARK ESTATES****2.3 CHANGES / CANCELLATION**

The Declarant reserves the right to change or cancel any of these restrictions if in Declarant judgement the development or lack of development of additional property makes that course necessary or advisable, provided no change shall in any way affect the easement granted by the undersigned, their Successors, Heirs or Assigns.

**2.4 NO REPRESENTATION OR WARRANTIES BY DECLARANT**

No representations or warranties of any kind, express or implied, have been given or made by Declarant or its agents or employees in connection with the development of the project or any portion thereof, or with respect to any improvements thereon, its physical conditions, zoning, compliance with applicable laws, fitness for intended use, or in connection with the sale, operation, maintenance, taxes, or regulations thereof as an association, accept as specifically and expressly set forth in this declaration or in writing signed by Declaration and a particular Owner.

Unofficial Document

The above has been read and is agreed to by the undersigned parties this 25<sup>th</sup> day of April, 1996.

X William D. Powell  
WILLIAM D. POWELL

X Constance B. Isaacs  
CONSTANCE ISAACS

X Kenneth E. Ruff  
KENNETH E. RUFF

STATE OF WASHINGTON )  
County of Spokane ) ss

On this 25<sup>th</sup> day of April, 1996, personally appeared before me J. WILLIAM D. POWELL, CONSTANCE ISAACS, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



George M. Patrick  
Notary Public in and for the State of Washington  
Residing at: Spokane  
Print Name: George M. Patrick, Jr.  
My commission expires: 02/07/2000.



EXHIBIT "1"

The Northeast quarter and the East half of the Southeast quarter and the Northwest quarter of the Southeast quarter of Section 32, Township 27 North, Range 42 East, W.M.;

Situate in the County of Spokane, State of Washington.

Unofficial Document