

ccr Supplement 1

3431 SPIRIT RIDGE WAY, RICE, WA 99167

This listing is Active Listed for \$1,250,000 MLS # 42739

After recording return to:
Sunday Lake LLC
PO Box 488
Liberty Lake, WA 99019

SUPPLEMENTAL SPIRIT RIDGE RANCHES DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Legal Description (Abbreviated): a portion of Sections 26, 27, 34 and 35,
Township 33, Range 37 E.W.M., Stevens County, Washington.

Full Legal on Page:

Assessor's Property Tax Parcel Numbers: 1646229, 1646230, 1645740,
1645741, 1646231, 1646232, 1645742, 1647578, 1647576, 1649334, 1647579,
1647577, 1649335.

This Declaration, made on the date hereafter set forth by the undersigned
party, hereinafter referred to as "Declarant".

WHEREAS, Declarant, Sunday Lake LLC, is the owner of certain property in
the County of Stevens, State of Washington, which is more particularly described
as:

Parcels A,E,C,D,E,F,G,H and M of Spirit Ridge Ranches, (formerly known as
Roosevelt Highlands Survey), Book 27 of Surveys, Pages 101-102,
dated July 2, 2007, Auditor's #20070007293.

NOW, THEREFORE, Declarant hereby amends the Covenants, Conditions,
and Restrictions previously recorded on 2-24-2010, Auditor's #20100001338, to
amend section 11-6 as set forth herein and declares that all of the real property
described above shall be held, sold and conveyed subject to the following
easements, restrictions, covenants and conditions, which are for the purpose of
protecting the value and desirability of, and which shall run with the real property
and be binding on all parties having any right, title or interest in the described
real property or any part thereof, their heirs, successors and assigns, and shall
inure to the benefit of each owner thereof.

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The properties Describe above are subject to the original Covenants, Conditions, and Restrictions dated 10-26-1992, Auditor's #92114217 and dated 2-4-1993, Auditor's #9301270. These Covenants, Conditions and Restrictions are in addition to thereto and intended to supplement and amend, to the extent that they are not inconsistent therewith, the following sections of said documents along with additional Conenants, Conditions, and Restrictions for Spirit Ridge Ranches:

SECTION 2: NUISANCES.

No cell phone or Citizen Band antennas are allowed to be more than five (5) feet taller than the home or any other structure on the lot. No commercial communication antennas are allowed. 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 to the neighborhood.

SECTION 4: TEMPORARY STRUCTURES.

"Camping Out" shall be defined as residing in a temporary structure or vehicle for no more than six months per calendar year. Single family residences shall have a minimum of 1200 square feet of living space. Two story structures shall have a minimum of 1100 square feet on the first floor or main level. Attached garages and carports are not included in square footage. All homes must be on-site stick built type. No modular, mobile or manufactured homes shall be allowed in development of Spirit Ridge Ranches. No more than four (4) structures per lot including the home shall be permitted. Any structure must have a minimum of three (3), sided, walls. Outside completion must be done within eighteen (18) months from start of construction. No structures shall be placed on any of the easements.

SECTION 11: MISCELLANEOUS ADDITIONAL PROVISIONS.

1. SIGNS: No signs of any kind shall be displayed to the public view on any lot except one sign of no more than six (6) square feet advertising the property for sale or rent, or as placed by the developer during the period of development of the subdivision, provide however "family name" and "No Trespassing/No Hunting" signs, less than six (6) square feet in size, are permitted.

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

3. ABANDONED AND INOPERABLE VEHICLES: No vehicle of any type which is abandoned or inoperable shall be stored or kept on any lot within the development of Spirit Ridge Ranches in such a manner as to be seen from any other lot or from any roads or alleyways within this subdivision.

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4. REPAIR, MAINTENANCE AND STORAGE OF VEHICLES: No repair or maintenance work shall be performed on any motor vehicle or other piece of equipment except entirely inside of a garage. RV Recreational vehicles, boats, bikes, etc., shall be parked at the rear line of the house.

5. LOT DIVISION: No division of any lot within Spirit Ridge Ranches with less than 20 acres in size will be allowed within the ten (10) years of the date hereof and thereafter only with the approval of at least ninety (90) percent of the owner's written approval.


6. BUILDING LOCATION: There shall be a minimum one hundred (100) foot setback from any, and all, property lines for any structure on said lots. The Western boundary lines of Parcels A, C and H are exempted from this setback.

7. EASEMENT LIMITATION: No lot owner shall grant road access or utility easements or other access to any contiguous property within, or outside of, Spirit Ridge Ranches without written consent from Sunday Lake LLC while it is an owner, or Contract Seller, or any of the lots.

DATED this 13 day of March, 2010




William T. Withers, Manager, Sunday Lake LLC



Stanley M Weeks

Owner, Parcel H



Monica A Weeks

Owner, Parcel H

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9301270

SECTION 5: WATER POLLUTION - PREVENTION:

In the interest of public health and sanitation, and so that the above described land and all the 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, the owner will not use the above-described property for any purpose that would result in the pollution or diversion of any waterway or spring that flows through or is adjacent to such property by refuse, sewage, or other material that might tend to pollute the waters of any stream or streams or otherwise impair the ecological balance of the surrounding lands, except for stock watering. All sewage disposal shall be built and maintained to Stevens County standards and regulations.

SECTION 6: SUCCESSORS:

All the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

SECTION 7: ASSIGNMENT:

This agreement must be transferred and assigned to any subsequent owner, their heirs, transferees, successors or assigns upon the acquisition of a legal interest in any portion of the above property.

SECTION 8: RECOURSE:

These covenants are to run with the land. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in this development to prosecute any proceedings at law or inequity against the person or persons violating or attempting to violate any such covenant and either prevent him or them so doing or to recover damages or other dues for such violations. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and affect.

SECTION 9: PRIVATE ROADS:

Sellers reserve a 60 foot easement over and across this property and other property in this subdivision following the present and future roads as indicated on the plat. These private roads are to be used as ingress and egress for property owners in this subdivision and will be left open for the use of these property owners with no obstructions placed on these roads. An owner of property which has a road crossing his land may build and maintain an animal guard at such location in lieu of gate to contain livestock. No gates are allowed across these private roads except when they have been the County Road. Seller has no responsibility for the maintenance and upkeep of roads and no liability arising from the use thereof by the purchaser or any third party.

SECTION 10: ATTORNEY'S FEES:

Should the Declarant or any successor initiate legal action against any party to this agreement for any reason arising out of this transaction or as a result of it, the prevailing party shall be entitled to a reasonable attorney's fee.

SECTION 11:

Survey corners to each tract have been established by a licensed Washington State Surveyor. Purchasers are responsible for the location of lines between all survey points. Seller does not warrant title to areas where survey lines may not coincide with existing fences.

Dated this 2nd day of February, 1993.

Roy M. Leland Virginia E. Leland Ward W. Leland
Roy M. Leland Virginia E. Leland Ward W. Leland

STATE OF WASHINGTON)
COUNTY OF Spokane)

OFF. 167-1457

On this day personally appeared before me Roy M. Leland, Virginia E. Leland and Ward W. Leland known to be the individuals that executed the within and foregoing instrument, and acknowledged said instrument to be their free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this 2nd day of February 1993.
James M. L. Welch
Notary Public in and for the State of Washington
Residing at: Spokane
My commission expires: 2/21/95

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Braff and St. Clair
N. 259 Maple
Colville, WA 99114
9301270
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
ATTACHMENT "B"

THIS DECLARATION, made on the date hereinafter set forth by the undersigned party, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of certain property in the County of Stevens, State of Washington, which is more particularly described as: The S $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 22. The South $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 23. The W $\frac{1}{4}$ of the SW $\frac{1}{4}$; EXCEPT that portion lying and being North and East of the Bachelor Creek County Road No. 712 (not vacated) and the Braden change in the Kennedy Road No. 1829, Section 25. The S $\frac{1}{4}$ of the NE $\frac{1}{4}$; The W $\frac{1}{4}$; the SE $\frac{1}{4}$, Section 26. The NE $\frac{1}{4}$; the E $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 27. The E $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 34. The N $\frac{1}{4}$ of the NE $\frac{1}{4}$; the W $\frac{1}{4}$ of the NE $\frac{1}{4}$; the NW $\frac{1}{4}$; That portion of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ thence South 20 rods; thence East 40 rods; thence North and East to a point 11 rods South of the Northeast corner of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence 50 rods East and North to the North line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence West 2100 feet, more or less, to the point of beginning, Section 35. The NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 36. ALL LOCATED IN TOWNSHIP 33 NORTH, RANGE 37 EAST. S.M.

NOW, THEREFORE, Declarant hereby declares that all of the real property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

The purpose of these restrictions is to insure the use of the property for attractive farm sites, cabins, or residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the area, and thereby to secure to each site owner the full benefit and enjoyment of his site, with no greater restrictions on the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners.

SECTION 1: COVENANTS FOR MAINTENANCE.

Each owner shall keep all building sites owned by him and all improvements thereon, in good order and repair, including but not limited to the proper maintenance of water sources and sewage disposal sites, the 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.

SECTION 2: NUISANCES.

No noxious or offensive activity shall be carried on nor shall anything be done which may be or may become any annoyance or nuisance, including activities which result in excessive noise, and specifically including any unsightly junk heaps or refuse dumps, or abandoned autos or machinery. No more than 2 dogs allowed per tract.

SECTION 3: UTILITY EASEMENTS:

Grantor hereby reserves a twenty (20) foot easement for installation and maintenance for utilities. Such easement to follow property lines as much as possible, unless utility companies find extenuating circumstances or good reasons to place them elsewhere.

SECTION 4: TEMPORARY STRUCTURES:

No structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding shall be used at any time as a residence either temporarily or permanently except that tents and recreational vehicles may be used by owner or his or her family in "camping out". No single wide mobile home type structures are permitted. Permanent double-wide mobile homes only may be used if they are in good condition, well-maintained, skirted and made to appear permanent. Any residence built on these tracts must have at least 1000 sq. feet as a single level house or 800 sq. ft. per floor as a 2 level home and be finished on the outside within 3 years. Seasonal cabins may, however, be less than 1000 square feet in floor size, with all said conditions and covenants still applicable. Residences and mobile homes should be landscaped with the exterior to be kept in a neat fashionable manner.

RECEIVED.
1993 FEB 4 PM 2:09
STEVENS COUNTY AUDITOR

MAIL TO AS NOTED ABOVE.

AT REQUEST OF
STEVENS COUNTY TITLE
STEVENS COUNTY AUDITOR
M. WIDDOWSON
DEPUTY AUDITOR
CS \$2.00 \$6.00

OFF. VOL. 167 PAGE 1456

9301270

