



AFTER RECORDING RETURN TO:  
Ridgeview Garages LLC  
Attn: Jeffrey R. Bashaw  
505 Fifth Ave. S., Suite 600  
Seattle, WA 98104

TITLE OF DOCUMENT: FIRST AMENDMENT TO DECLARATION  
FOR THE GARAGES AT CRESCENT RIDGE  
RANCH, A CONDOMINIUM  
AF# OF AFFECTED DOCUMENT: 1335909  
GRANTOR: RIDGEVIEW GARAGES, L.L.C.  
GRANTEE: THE GENERAL PUBLIC

**FIRST AMENDMENT TO DECLARATION  
FOR THE GARAGES AT CRESCENT RIDGE RANCH, A CONDOMINIUM**

**PURPOSE: TO EXERCISE DEVELOPMENT RIGHT  
TO ADD ADDITIONAL PHASE**

THIS AMENDMENT is made this 20<sup>th</sup> day of April, 2016, by  
RIDGEVIEW GARAGES, L.L.C., a Washington limited liability company ("Declarant").

WITNESSETH THAT:

WHEREAS, the Declarant executed certain Condominium Instruments establishing THE GARAGES AT CRESCENT RIDGE RANCH, A CONDOMINIUM in Quincy, Washington and caused the Declaration to be recorded in the land records of Grant County, Washington, at Auditor's File No. 1335909, along with a Survey Map and Plans, which were contemporaneously recorded at Auditor's File No. 1335910;

WHEREAS, pursuant to RCW 64.34.236 and Sections 3.3.2 and 17.6 of the Declaration, the Declarant may unilaterally amend the Condominium Instruments from time to time to exercise Development Rights; and

WHEREAS, in Section 3.3.1 of the Declaration, the Declarant reserved Development Rights to develop the Condominium several "Phases" by adding improvements to the Condominium and creating additional Units, Common Elements, or Limited Common Elements within the real property included in the Condominium; and

WHEREAS, the Declarant now wishes to exercise Development Rights and has created additional improvements, Units, Common Elements, and Limited Common Elements as more particularly

described below, all for the purpose of creating an additional Phase of Development, known as "Phase 2", consisting of eleven (11) additional Units, in one (1) new Garage Building which have been created within the Condominium, with additional common amenities, as described in Section 3.3.1 of the Declaration.

NOW, THEREFORE, pursuant to and in compliance with Sections 3.3.2 and 17.6 of the Declaration and RCW 64.34.236, the Declarant hereby amends the following Sections of the Declaration, as follows:

1.2.1 Reference to First Amendment to Survey Map.

Contemporaneously with the recordation of this Amendment, the Declarant has recorded with the Auditor of Grant County, Washington a First Amendment to the Survey Map and Condominium plans, showing the location and dimensions of the new Units and other improvements constructed or contemplated to be constructed for Phase 2 of this Condominium, together with other information required by the Condominium Act; this First Amendment to the Survey Map and Plans is recorded at Auditor's File No. 1361983 among the land records of Grant County, Washington.

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3.1 Land and Street Address.

The land on which the proposed Garage Buildings and improvements of this Condominium are located is situated at 9532 Ridgeview Drive NW, Quincy, Grant County, Washington 98848, and is more particularly described in Exhibit "A" to the Declaration.

3.2.2 Buildings and Neighborhood.

The Condominium is located outside of Quincy, Washington, to the west of Ridgeview Drive, within the Master Subdivision, as shown on the P.U.D. Plat Maps for the Master Subdivision. In this Condominium, the Declarant has created two (2) Buildings containing Garage Units. The Declarant has reserved Development Rights to expand the Project and to create new Garage Units therein, as provided in Section 3.3 below.

3.3 Development Rights.

3.3.1 Description. (No change).

(a) Phase 1, in general, consists of the twenty-nine (29) described in Exhibit B to this Declaration, along with various amenities.

(b) Phase 2, in general, consists of an additional eleven (11) Units within the land included in the Condominium.

(c) Phase 3, in general, could consist of up to an additional seventy-seven (77) Units within land included in the Condominium, or on land that may be added to the Condominium.

(d) Declarant reserves the right to subdivide Phase 3 such that there could be up to ten (10) Phases or, alternatively, fewer Units created in said Phase than as described above; Declarant's



decision in this regard will be market-driven, but will be made in a manner consistent with the wishes of Declarant's construction lenders.

\*\*\*\*\*

4.1.1 Number of Units Following Amendment. The Condominium contains Forty (40) Units in two (2) Garage Buildings. The location of existing Units within the buildings and their dimensions are shown on the Condominium Survey Map and Plans, as amended. The First Amendment to Exhibit B to the Declaration attached hereto contains a list of all existing Units, their identifying numbers, location, size and the Allocated Interests appurtenant to each Unit and other information required by the Condominium Act. The Allocated Interests have been reallocated among all Units in accordance with Section 3.3.2 of the Declaration and with RCW 64.34.236(I).

\*\*\*\*\*

6.1 Limited Common Elements.

(No Change.)

\*\*\*\*\*

20. Certificate of Completion of All Units

Declarant hereby certifies, pursuant to RCW 64.34.200(2), that all structural components and mechanical systems of all buildings containing or comprising any Units in the Condominium, including the Units added by this Amendment, are substantially completed.

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Exhibits.

Attached hereto is the First Amendment to Exhibit B to the Declaration.

\*\*\*\*\*

EXCEPT as modified by this Amendment, all of the terms and provisions of the Condominium Instruments are hereby expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of the date first written above.





**FIRST AMENDMENT TO EXHIBIT "B"**  
**TO DECLARATION FOR THE GARAGES AT CRESCENT RIDGE RANCH, A CONDOMINIUM**

No.	Square Footage	Number of Bathrooms †	Level(s) in Building	Type of Heat √	Limited Common Elements**	Allocated Interest
	695	n/a	1	n/a		2.65%
	725	n/a	1	n/a		2.76%
	725	n/a	1	n/a		2.76%
	725	n/a	1	n/a		2.76%
	725	n/a	1	n/a		2.76%
	704	n/a	1	n/a		2.68%
	597	n/a	1	n/a		2.27%
	597	n/a	1	n/a		2.27%
	597	n/a	1	n/a		2.27%
0	597	n/a	1	n/a		2.27%
1	592	n/a	1	n/a		2.26%
2	554	n/a	1	n/a		2.11%
4	554	n/a	1	n/a		2.11%
5	554	n/a	1	n/a		2.11%
6	554	n/a	1	n/a		2.11%
7	554	n/a	1	n/a		2.11%



No.	Square Footage	Number of Bathrooms †	Level(s) in Building	Type of Heat √	Limited Common Elements**	Allocated Interest
8	554	n/a	1	n/a		2.11%
9	554	n/a	1	n/a		2.11%
0	554	n/a	1	n/a		2.11%
1	554	n/a	1	n/a		2.11%
2	554	n/a	1	n/a		2.11%
3	554	n/a	1	n/a		2.11%
4	554	n/a	1	n/a		2.11%
5	554	n/a	1	n/a		2.11%
6	554	n/a	1	n/a		2.11%
7	554	n/a	1	n/a		2.11%
8	554	n/a	1	n/a		2.11%
9	554	n/a	1	n/a		2.11%
0	658	n/a	1	n/a		2.51%
1	1,005	n/a	1	n/a		3.83%
2	1,013	n/a	1	n/a		3.86%
3	1,012	n/a	1	n/a		3.86%



No.	Square Footage	Number of Bathrooms †	Level(s) in Building	Type of Heat √	Limited Common Elements**	Allocated Interest
4	1,011	n/a	1	n/a		3.85%
5	784	n/a	1	n/a		2.99%
6	783	n/a	1	n/a		2.98%
7	782	n/a	1	n/a		2.98%
8	644	n/a	1	n/a		2.45%
9	647	n/a	1	n/a		2.47%
0	645	n/a	1	n/a		2.46%
1	563	n/a	1	n/a		2.15%
Totals	26,244					100.00%

Allocated interests are the percentages of undivided interests in the Common Elements and fractional liability for the Common Expenses of the Association, and portions of the Association, allocated to each Unit under Sections 5.3 and 10.6 of the Declaration, pursuant to RCW 64.34.224(1). Under Section 7.4.2 hereof, each Unit has an undivided interest in the Association. ALL ALLOCATED INTERESTS ARE SUBJECT TO CHANGE UPON AN EXERCISE OF DEVELOPMENT RIGHTS, as described in Article 7 of the Declaration.

Units 4, 5, 6, 7, 8, 9, 0, and 1 listed are Limited Common Elements permanently assigned to their respective Units as identified above, pursuant to Section 6.1 of the Declaration.

There are no Limited Common Elements at the time of recordation of this Declaration.

At the time of recordation of this Declaration, the Units are unheated and not served by any furnace or other HVAC equipment.

Units 4, 5, 6, 7, 8, 9, 0, and 1 listed are Limited Common Elements permanently assigned to their respective Units as identified above, pursuant to Section 6.1 of the Declaration.



AFTER RECORDING RETURN TO:  
Ridgeview Garages L.L.C.  
Attn: Jeffrey R. Bashaw  
505 Fifth Avenue South, Suite 600  
Seattle, WA 98104

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Page 1 of 8 R 80.00 Grant Co, WA  
ROSS CLEMENSHAW



TITLE OF DOCUMENT: SECOND AMENDMENT TO DECLARATION  
FOR THE GARAGES AT CRESCENT RIDGE  
RANCH, A CONDOMINIUM  
AF# OF AFFECTED DOCUMENT: 1335909  
GRANTOR: RIDGEVIEW GARAGES, L.L.C.  
GRANTEE: THE GENERAL PUBLIC

**SECOND AMENDMENT TO DECLARATION  
FOR THE GARAGES AT CRESCENT RIDGE RANCH, A CONDOMINIUM**

PURPOSE: TO EXERCISE DEVELOPMENT RIGHT  
TO ADD ADDITIONAL PHASE and TO MODIFY SECTION 11.5.2 REGARDING  
INSURANCE COVERAGE PROVISIONS

THIS AMENDMENT is made this 14 day of SEPT, 2016, by RIDGEVIEW  
GARAGES, L.L.C., a Washington limited liability company ("Declarant").

WITNESSETH THAT:

WHEREAS, the Declarant executed certain Condominium Instruments establishing THE  
GARAGES AT CRESCENT RIDGE RANCH, A CONDOMINIUM in Quincy, Washington and caused  
the Declaration to be recorded in the land records of Grant County, Washington, at Auditor's File No.  
1335909, along with a Survey Map and Plans, which were contemporaneously recorded at Auditor's File  
No. 1335910; the Declaration has been amended by an instrument recorded at Auditor's File No. 1361984;  
the Survey Map has been amended by an instrument recorded at Auditor's File No. 1361983.

WHEREAS, pursuant to RCW 64.34.236 and Sections 3.3.2 and 17.6 of the Declaration, the  
Declarant may unilaterally amend the Condominium Instruments from time to time to exercise Development  
Rights; and

WHEREAS, in Section 3.3.1 of the Declaration, the Declarant reserved Development Rights to  
develop the Condominium several "Phases" by adding improvements to the Condominium and creating  
additional Units, Common Elements, or Limited Common Elements within the real property included in the  
Condominium; and

WHEREAS, the Declarant now wishes to exercise Development Rights and has created additional improvements, Units, Common Elements, and Limited Common Elements as more particularly described below, all for the purpose of creating an additional Phase of Development, known as "Phase 3", consisting of eleven (11) additional Units, in one (1) new Garage Building which have been created within the Condominium, with additional common amenities, as described in Section 3.3.1 of the Declaration; and

WHEREAS, several owners of Units in Phases 1 and 2 of the Condominium have notified Declarant that it is difficult to obtain a commercial general liability policy with limits of not less than One Million Dollars (\$1,000,000), as per the requirements of Section 11.5.2 of the Declaration; and

WHEREAS, the Declarant desires to amend the provisions of Section 11.5.2 to allow for general liability policies with reduced policy limits to reduce the burden for unit owners in obtaining adequate liability insurance.

NOW, THEREFORE, pursuant to and in compliance with Sections 3.3.2 and 17.6 of the Declaration and RCW 64.34.236, the Declarant hereby amends the following Sections of the Declaration, as follows:

1.2.2 Reference to Second Amendment to Survey Map.

Contemporaneously with the recordation of this Amendment, the Declarant has recorded with the Auditor of Grant County, Washington a Second Amendment to the Survey Map and Condominium plans, showing the location and dimensions of the new Units and other improvements constructed or contemplated to be constructed for Phase 3 of this Condominium, together with other information required by the Condominium Act; this Second Amendment to the Survey Map and Plans is recorded at Auditor's File No. 1367853 among the land records of Grant County, Washington.

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3.1 Land and Street Address.

The land on which the proposed Garage Buildings and improvements of this Condominium are located is situated at 9532 Ridgeview Drive NW, Quincy, Grant County, Washington 98848, and is more particularly described in Exhibit "A" to the Declaration.

3.2.2 Buildings and Neighborhood.

The Condominium is located outside of Quincy, Washington, to the west of Ridgeview Drive, within the Master Subdivision, as shown on the P.U.D. Plat Maps for the Master Subdivision. In this Condominium, the Declarant has created three (3) Buildings containing Garage Units. The Declarant has reserved Development Rights to expand the Project and to create new Garage Units therein, as provided in Section 3.3 below.

3.3 Development Rights.

3.3.1 Description. (No change).

(a) Phase 1, in general, consists of the twenty-nine (29) described in Exhibit B to this Declaration, along with various amenities.



(b) Phase 2, in general, consists of an additional eleven (11) Units within the land included in the Condominium.

(c) Phase 3, in general, consists of an additional eleven (11) Units within the land included in the Condominium.

(d) Phase 4, in general, could consist of up to an additional sixty-six (66) Units within land included in the Condominium, or on land that may be added to the Condominium.

(e) Declarant reserves the right to subdivide Phase 4 such that there could be up to ten (10) Phases or, alternatively, fewer Units created in said Phase than as described above; Declarant's decision in this regard will be market-driven, but will be made in a manner consistent with the wishes of Declarant's construction lenders.

\*\*\*\*\*

4.1.1 Number of Units Following Amendment. The Condominium contains Fifty-one (51) Units in three (3) Garage Buildings. The location of existing Units within the buildings and their dimensions are shown on the Condominium Survey Map and Plans, as amended. The Second Amendment to Exhibit B to the Declaration attached hereto contains a list of all existing Units, their identifying numbers, location, size and the Allocated Interests appurtenant to each Unit and other information required by the Condominium Act. The Allocated Interests have been reallocated among all Units in accordance with Section 3.3.2 of the Declaration and with RCW 64.34.236(l).

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5.1.4 Any common restroom, fire suppression, mechanical, electrical/telecom and janitorial rooms and facilities, wherever located.

\*\*\*\*\*

6.1 Limited Common Elements.

(No Change.)

\*\*\*\*\*

11.5.2 Each Unit Owner shall obtain and keep in force a general liability policy providing Bodily Injury and Property Damage insurance, insuring the Owner and the Association against any liability arising out of the Owner's use, occupancy or maintenance of the Unit and the Common Elements. Until changed by resolution of the Board, such liability insurance shall be in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence, and may not contain exclusions from coverage for any readily foreseeable hazards posing an unreasonable risk of harm to persons or property in or around the Condominium and associated with the use to which the Unit will be put by its Owner or other lawful occupant.

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SECOND AMENDMENT TO EXHIBIT "B"  
 TO DECLARATION FOR THE GARAGES AT CRESCENT RIDGE RANCH, A CONDOMINIUM

Unit No.	Square Footage	Number of Bathrooms †	Level(s) in Building	Type of Heat √	Limited Common Elements**	Allocated Interest*
1	695	n/a	1	n/a		1.99%
2	725	n/a	1	n/a		2.08%
3	725	n/a	1	n/a		2.08%
4	725	n/a	1	n/a		2.08%
5	725	n/a	1	n/a		2.08%
6	704	n/a	1	n/a		2.02%
7	597	n/a	1	n/a		1.71%
8	597	n/a	1	n/a		1.71%
9	597	n/a	1	n/a		1.71%
10	597	n/a	1	n/a		1.71%
11	592	n/a	1	n/a		1.70%
12	554	n/a	1	n/a		1.59%
14	554	n/a	1	n/a		1.59%
15	554	n/a	1	n/a		1.59%
16	554	n/a	1	n/a		1.59%
17	554	n/a	1	n/a		1.59%



Unit No.	Square Footage	Number of Bathrooms <sup>†</sup>	Level(s) in Building	Type of Heat <sup>√</sup>	Limited Common Elements**	Allocated Interest*
18	554	n/a	1	n/a		1.59%
19	554	n/a	1	n/a		1.59%
20	554	n/a	1	n/a		1.59%
21	554	n/a	1	n/a		1.59%
22	554	n/a	1	n/a		1.59%
23	554	n/a	1	n/a		1.59%
24	554	n/a	1	n/a		1.59%
25	554	n/a	1	n/a		1.59%
26	554	n/a	1	n/a		1.59%
27	554	n/a	1	n/a		1.59%
28	554	n/a	1	n/a		1.59%
29	554	n/a	1	n/a		1.59%
30	658	n/a	1	n/a		1.88%
31	1005	n/a	1	n/a		2.88%
32	1013	n/a	1	n/a		2.90%
33	1012	n/a	1	n/a		2.90%



Unit No.	Square Footage	Number of Bathrooms †	Level(s) in Building	Type of Heat √	Limited Common Elements**	Allocated Interest*
34	1011	n/a	1	n/a		2.90%
35	784	n/a	1	n/a		2.25%
36	783	n/a	1	n/a		2.24%
37	782	n/a	1	n/a		2.24%
38	644	n/a	1	n/a		1.84%
39	647	n/a	1	n/a		1.85%
40	645	n/a	1	n/a		1.85%
41	563	n/a	1	n/a		1.61%
42	649	n/a	1	n/a		1.86%
43	641	n/a	1	n/a		1.84%
44	799	n/a	1	n/a		2.29%
45	795	n/a	1	n/a		2.28%
46	1003	n/a	1	n/a		2.87%
47	997	n/a	1	n/a		2.86%
48	1044	n/a	1	n/a		2.99%
49	651	n/a	1	n/a		1.86%



Unit No.	Square Footage	Number of Bathrooms †	Level(s) in Building	Type of Heat √	Limited Common Elements**	Allocated Interest*
50	902	n/a	1	n/a		2.58%
51	594	n/a	1	n/a		1.70%
52	596	n/a	1	n/a		1.71%
Totals	34,915					100%

\*Allocated interests (rounded) are the percentages of undivided interests in the Common Elements and fractional liability for the Common Expenses of the Association, and portions of the votes in the Association, allocated to each Unit under Sections 5.3 and 10.6 of the Declaration, pursuant to RCW 64.34.224(1). Under Section 7.4.2 hereof, each Unit has an equal vote in the Association. ALL ALLOCATED INTERESTS ARE SUBJECT TO CHANGE UPON AN EXERCISE OF DEVELOPMENT RIGHTS, as described at Section 3.3.2(a) of the Declaration.

\*\* Items listed are Limited Common Elements permanently assigned to their respective Units as identified above, pursuant to Section 6.1 of the Declaration

† No bathrooms exist at the time of recordation of this Declaration.

√ At the time of recordation of this Declaration, the Units are unheated and not served by any furnace or other HVAC equipment.

\*\* Items listed are Limited Common Elements permanently assigned to their respective Units as identified above, pursuant to Section 6.1 of the Declaration.



AFTER RECORDING RETURN TO:  
Crescent Ridge Ranch Development Company LLC  
5601 6<sup>th</sup> Ave. S., Ste. 350  
Seattle, WA 98108

Title of Document: THIRD AMENDMENT TO AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATIONS FOR CRESCENT  
RIDGE RANCH P.U.D.

Grantor/Declarant: CRESCENT RIDGE RANCH DEVELOPMENT COMPANY,  
LLC

Grantee: THE GENERAL PUBLIC

Abbreviated Legal: LOTS 1 & 7 – 22 & TRACTS A, B, C, D, E & F CRESCENT  
RIDGE RANCH, P.U.D. PHASE 2, AF# 1356633; LOTS 2A, 2B,  
3A, 3B, 4A, 4B, 5A, 5B, 6A, & 6B CRESCENT RIDGE RANCH  
MAJOR PLAT, AF# 1435867.

Full Legal Description: P. 12

Reference Nos. 1324948; 1355424; 1361182; 1401639; 1435867

**THIRD AMENDMENT TO AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR  
CRESCENT RIDGE RANCH P.U.D.**

This Third Amendment is made and effective this 4<sup>th</sup> day of December  
      , 2020 by CRESCENT RIDGE RANCH DEVELOPMENT COMPANY, LLC, a  
Washington limited liability company (the “**Declarant**”).

**WITNESSETH THAT:**

A. WHEREAS, this Planned Community’s Declarant platted Crescent Ridge Ranch  
P.U.D. in Quincy, Washington and caused the Declaration of Covenants, Conditions, Restrictions  
and Reservations for Crescent Ridge Ranch P.U.D. recorded in the land records of Grant County,  
Washington under Auditor’s File No. 1335907 to accompany the Plat Map for Crescent Ridge  
Ranch, P.U.D. Phase 1 recorded under Auditor’s File No. 1330224. The Declarant subsequently  
recorded with the Auditor of Grant County, Washington under Auditor’s File Nos. 1356633 and  
1435867 those certain P.U.D. Plat Maps pursuant to the Ordinance (as defined in the Declaration

of Covenants) for Crescent Ridge Ranch P.U.D. Phase 2 depicting new Lots and Tracts within the new Phase. The Plat Maps for Phases 1 and 2 and any similar maps to be recorded to bring other phases of this Planned Community into existence are referred to as the “**Platting Documents**”.

B. The original covenants were amended and restated by the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservations for Crescent Ridge Ranch P.U.D. recorded at Auditor’s File No. 1355424 (the “**Amended Declaration**”), as amended the by that certain First Amendment to the Amended Declaration dated April 5, 2016 and recorded under Auditor’s File No. 1361182 (the “**First Amendment**”), and as further amended by that certain Second Amendment to the Amended Declaration dated November 8, 2018 and recorded under Auditor’s File No. 1401639 (the “**Second Amendment**”) (collectively, the Amended Declaration, First Amendment, and Second Amendment shall be referred to as the “**Declaration of Covenants**”);

C. WHEREAS, pursuant to Sections 3.3.2 and 17.4 of the Declaration of Covenants, the Declarant may unilaterally amend the Planned Community’s Governing Documents from time-to-time to clarify, expand upon, or alter the same provided that the Declarant owns a Lot within the Planned Community or until the expiration of the time limit for the exercise of any Development Rights reserved by the Declarant therein;

D. WHEREAS, pursuant to Section 3.3.1 of the Declaration of Covenants, the Declarant reserved Development Rights to develop the Planned Community in up to 4 “Phases” by adding improvements to the Planned Community and creating additional Lots, Common Areas, or Limited Common Areas within real property which could be added to the Planned Community;

E. WHEREAS, Section 3.3.1(e) of the Declaration of Covenants further provides that Phases 2, 3, and 4 may be further subdivided or developed differently from what is described therein;

F. WHEREAS, at the time of the execution of this Third Amendment, the Declarant still owns a Lot within the Planned Community and the time limit for the exercise of any Development Rights reserved by the Declarant in the Declaration of Covenants has not expired;

G. WHEREAS, pursuant to foregoing authority, the Declarant hereby amends the Declaration of Covenants as follows:

- I. The Declarant has determined that it is in the Planned Community’s best interest to change the name of the Community Association and one of the residential Neighborhoods within the community.
- II. The Declarant may unilaterally amend the Planned Community’s Governing Documents from time to time to clarify and expand upon the same, and the Declarant has determined to make several amendments and revisions to the Declaration of Covenants as provided in this Third Amendment, including



amending the Declaration of Covenants to reflect the addition of future phases of development; and

- III. Lots 2 – 6 of Phase 2 have been further subdivided as depicted in an amended plat map recorded with the Auditor of Grant County, Washington as shown in the attached **Exhibit A**, and the Declarant desires to amend that certain P.U.D. Plat Map depicting the location and dimensions of the land within “Crescent Ridge Ranch P.U.D. Phase 2” under Auditor’s File No. 1356633 to reflect said subdivision of Lots 2 – 6 of Phase 2.

### AMENDMENTS

NOW, THEREFORE, pursuant to and in compliance with the Declaration of Covenants, the Declarant hereby amends the Declaration of Covenants as follows:

#### I. Name Changes.

a. The “Crescent Ridge Ranch Community Association,” as identified and defined in the Declaration of Covenants, will forever be known as the “Crescent Ridge Resort Community Association” in the Declaration of Covenants, the Association’s Bylaws, the Association’s Articles of Incorporation, any surveys, maps, plats, plans, and any other Association governing documents.

b. The “Estates” Neighborhood, as identified and defined in Section 4.3 of the Declaration of Covenants, will forever be known as “The Ranch at Crescent Ridge Resort.” All references to the “Estates Neighborhood” in the Declaration of Covenants, the Association’s Bylaws, the Association’s Articles of Incorporation; any surveys, maps, plats, plans, and any other Association governing documents. The Ranch at Crescent Ridge Resort may also be known as the “Ranch” or “Ranch Neighborhood”.

\* \* \* \* \*

#### II. Amendments to the Declaration of Covenants.

a. **Section 3.3.1 – Description** is hereby amended beginning at subsection (e) as follows:

(e) Phase 5, in general, is a nonresidential condominium Subordinate Project designed for garage and storage purposes known as the Garages at Vineyard Condominium.

(f) Phase 6, in general, could consist of approximately forty (40) Lots in the Vineyard Neighborhood.

(g) Phase 7, in general, is a nonresidential condominium Subordinate Project designed for garage and storage purposes known as the Garages at the View Condominium.



(h) Phase 8, in general, could consist of approximately one hundred (100) Lots in the View Neighborhood.

(i) Any of the above-described Phases may be further subdivided, combined, or developed in a sequence, amount, and manner different from that described above; for example and not by way of limitation, any phase may be developed in multiple sub-phases over an extended period of time, or any phase may contain more or less Lots. Phasing of Subordinate Projects and Neighborhoods is designed to lead to flexibility in development, to avoid a “scattered” appearance and to satisfy the concerns of lenders in the project.

(j) At any time within the period specified in Section 3.3.3 hereof, the Declarant may also create additional Common Areas or facilities, relocate existing common facilities within the Planned Community, allocate Common Areas for the exclusive use of Subordinate Projects or Neighborhoods, and create additional phases in the course of the development of the Planned Community.

**b. Section 4.7.4 – Maintenance Services through the Association** is hereby added to the Declaration of Covenants as follows:

**4.7.4 Maintenance Services through the Association.**

The Association may elect to offer certain maintenance services (e.g., landscaping, hot tub / pool services, septic maintenance) to the Owners either through its own agents or a third party. Such services will be made available to each Owner within the Planned Community if the Association offers any such services. An Owner who contracts with the Association for such services will be liable to the Association for any amounts due thereunder; said amounts will be considered specially allocated assessments (Section 10.8.1) and subject to a lien by the Association (Section 10.15) and any method of collection or recovery authorized by the Declaration of Covenants or by law.

**c. Section 6.3.1 – Description – General Requirements** is amended and replaced in its entirety as follows:

**6.3.1 Description – General Requirements**

The private Water System serving the Planned Community is known as Sunterra at Crescent Bar Water System, No. AA 7454A (the “Water System”), which is regulated by Grant County Health Department, the Washington Department of Ecology, the Washington Department of Health, and the Washington Utilities and Transportation Commission. The Water System has been designed to Washington State Department of Ecology Group "A" standards [hereinafter, "DOE Standards"]. The Water System is operated and maintained by Riverview at Crescent Bar, L.L.C. (the "Operator"), and serves this Planned Community and the adjoining residential communities. The provision of water to the Planned Community will be governed by the Community Association’s Water Service Agreement with the Operator, any applicable Water System Plan, and any requirements from local, county, or state agencies (collectively, the “Water



System Requirements”). The Owners, by virtue of their ownership of property within the Planned Community, agree to be bound by the Water System Requirements.

d. **Section 6.3.2 – Water System Maintenance** is amended and replaced in its entirety as follows:

6.3.2 Water System Maintenance

The Operator is responsible for the operation and maintenance of the Water System. All pipelines and components of the Water System within Crescent Ridge Ranch will be maintained in accordance with the Water System Requirements, and the Association and Owners will cooperate with and abide by the directives of the Operator related to the operation and maintenance of the Water System.

e. **Section 6.3.3 – Water Conservation Measures** is amended and replaced in its entirety as follows:

6.3.3 Water Conservation Measures

The Water System is designed for normal residential household use and for fire protection consistent with the Water System Requirements, including all water conservation and efficiency plans and programs. The Owners and Association will comply with any Operator directives with respect to water conservation and efficiency measures.

f. **Section 9.1.9 – Hazardous Substances** is amended to add the following language:

This prohibition on the release of Hazardous Substances precludes any Owner or their agents, guests, or invitees from using or dispensing fertilizers, weed killers, or any other chemical or agent on any Limited Common Area or Common Area. Owners will take reasonable steps, including not applying fertilizers, weed killers, or any other chemicals in windy conditions, to prevent overspray thereof onto another Owner’s Lot or onto any Limited Common Area or Common Area.

g. **Section 9.2.4 – Time for Approval – No Construction Prior to Approval** is amended and replaced in its entirety as follows:

9.2.4 Time for Approval – No Construction Prior to Approval.

The ARC shall approve or disapprove plans, specifications, and details within six (6) weeks of the ARC’s receipt of a set of completed plans, as defined by the Design Guidelines. Upon a failure to respond within such period, then the plans shall be deemed approved. No construction activity may commence prior to such approval. Notwithstanding the foregoing, any approval based on the ARC’s failure to timely respond will not apply to any plans, specifications, or details (or any elements thereof) that exceed any setback limitation designated in the Design Guidelines,



exceed any height restrictions contained in the Design Guidelines, or otherwise impede any views from any other Lot.

By regulation, the Board may establish more specific timeframes for the granting of approval following the termination of the Declarant Control Period.

**h. Section 9.1.10 – Television and Radio Antennas, Dishes** is amended and replaced in its entirety as follows:

**9.1.10 Television and Radio Antennas, Dishes.**

Unless approved by the ARC, Transmission Devices one (1) meter or more in diameter are not permitted on any Lot and Transmission Devices may not be installed in any Common Areas. The installation of satellite dishes, antennae, and similar devices used for the receiving or transmission of television, radio, satellite, or other signals of any kind (collectively, the “Transmission Devices”) that are one (1) meter (approximately 39.37 inches) or less in diameter is governed by F.C.C. regulations. Amateur (“ham”) radio and “Citizen’s Band” antenna may be used for transmission purposes, but the use of any such antenna may not create a nuisance or otherwise interfere with electronic equipment or signals of any other Owners, the Declarant, or the Association. Notwithstanding the foregoing, Transmission Devices one meter or less in diameter are permitted provided that they are installed within an Owner’s Lot, do not cause safety, health or interference concerns, are placed in the least conspicuous location on an Owner’s Lot in which an acceptable quality signal may be received, and are otherwise screened from the view of adjacent Lots, streets, and Common Areas to the greatest extent possible that does not impose an unreasonable expense on the Owner.

Any proposed location of such Transmission Devices shall be submitted to the ARC and approved thereby before any such installation is made; provided that if the ARC does not respond to such a submission within two (2) business days of their receipt of the same, the Owner may proceed with the installation of the Transmission Device at their proposed location. No fee will be charged for any such review.

**i. Section 9.1.15 – Lease Restrictions** is hereby amended and replaced in its entirety as follows:

**9.1.15 Restrictions on the Leasing or Short-term Occupancy of Lots.**

Any lease agreement shall be required and deemed to provide that the terms of the lease shall be subject in all respects to the provisions of the Governing Documents and Bylaws, and that any failure by the Lessee to comply with such provisions shall be a default under the lease, entitling the Association to enforce such provisions as a real party in interest. Lot Owners must provide notice to the Association and a copy of the proposed lease agreement prior to the execution of any lease. All leases shall be in writing, and the Association is entitled to receive a copy of any signed lease agreement (and any amendments thereto) from the Lot Owner or Tenant, and the Association will be entitled to receive contact information for every tenant. The lease will contain the minimum



amount of rent and any administrative or service fees required to be charged to any prospective tenant as determined by the Association, and such rent will be subject to review every three years (at a minimum) pursuant to a market analysis.

A lease, as defined herein, shall include month-to-month rentals, but transient occupancy under any form of rental or license agreement for periods of less than 30 days is not permitted. Leasing/renting through such services as AirBnB, VRBO, HomeAway, etc., are prohibited unless rentals through such service meets the 30 consecutive day minimum leasing requirements herein and all rules promulgated by the Board of Directors. Subleasing is not permitted. Leasing less than the entire property (i.e. leasing a room, or area within a residence) is not permitted; provided, however, that separate, self-contained structures such as carriage houses may be leased separately subject to the restrictions contained herein. Any tenant shall be deemed to have assumed all the responsibilities of an Owner under Article IX of this Declaration. Except in instances where a Lot is simultaneously occupied by a tenant in a separate, self-contained structure (i.e. carriage house), and an Owner in the main residence, only the lawful tenant shall have rights to use common recreational facilities, parking spaces and the like, while such rights of the Lot Owner of the Lot shall be suspended during the duration of the tenancy, so as not to overburden such facilities. The Board shall have the right to adopt rules further restricting the leasing of Lots.

j. **Section 9.1.16 – Solar Energy Panels** is hereby added to the Declaration of Covenants as follows:

9.1.16 Solar Energy Panels

Solar energy panels (as defined in RCW 64.38.055) that meet applicable state and local health and safety standards may be installed on any home on a Lot within the Planned Community subject to this section and any additional Design Guidelines issued by the ARC. Solar energy panels may be installed in Common Areas at the discretion of the Association or Declarant (as the case may be) in accordance with this Declaration of Covenants. Solar energy panels may be installed on the west- / southwest-facing rooftops of homes below the home's parapet in conformance with the slope of the roofline. No component of the solar energy panel may be visible above the home's roofline when viewing the home from the street adjacent to any Lot. Solar energy panels may not be installed on the rooftop facing the street adjacent to any Lot. No solar energy panels may exceed any roof height limits contained in the Design Guidelines.

If solar panels are used to supply energy to heat water, the panel and its installation must be certified by the solar rating certification corporation or another nationally recognized certification agency. If the solar panels are used to produce electricity, they must meet all applicable safety and performance standards established by the national electric code, the institute of electrical and electronics engineers, accredited testing laboratories (such as underwriters laboratories), and, where applicable, rules of the utilities and transportation commission regarding safety and reliability.

k. **Section 9.1.17 – Garbage Disposals** is hereby added to the Declaration of Covenants as follows:



9.1.17 Garbage Disposal

The installation and use of any garbage disposals in any homes is strictly prohibited.

**l. Section 10.4.7 – Adjustment for Inflation** is hereby added to the Declaration of Covenants as follows:

10.4.7 Adjustment for Inflation. Any amounts due or specified under any Governing Documents, including fines, fees, or insurance coverage requirements, shall be automatically increased (without any further notice required of such increase) at the end of each calendar year by an amount equivalent to the percentage increase in the U.S. Bureau of Labor Statistics Price Index, All Items, All Urban Consumers (“CPI-U”) for the most recent twelve-month period for which data is available on each December 15th. Under no circumstances will the annual increase be less than zero. If that index is revised or discontinued, the index promulgated by the Department of Labor most closely approximating the above-referenced index will be used instead. Nothing in this paragraph otherwise limits or prevents the Association from amending any amounts due hereunder in any other matter authorized by the Governing Documents or Washington law.

**m. Section 10.7 – Special Assessments** is hereby amended and replaced in its entirety as follows:

10.7 Special Assessments.

The Board of Directors may levy a Special Assessment for the purpose of defraying the cost of any unexpected repair or other nonrecurring contingency, or to meet any other deficiencies in operations or reserves occurring from time to time. The Board of Directors shall give notice to the Lot Owners of any such Special Assessment by a statement in writing giving the amount and reasons therefor, along with a date for a special meeting of the Community Association to be held not less than 14 days and not more than 60 days following such notice, for approval of the Special Assessment. Unless at the special meeting the Owners of Lots to which a majority of the votes in the Community Association are allocated reject the special assessment, the special assessment and any associated budget is ratified, whether or not a quorum is present.

Special Assessments shall become due and payable, unless otherwise specified in the notice, with the next monthly Assessment payment which is due more than thirty days after the delivery or mailing of such notice. All Lot Owners shall be obligated to pay the adjusted monthly amount or, if the Special Assessment is not payable in installments, the full amount of such Special Assessment, in proportion to their Allocated Interests for Common Expense Liability.

**n. Section 10.21 – Suspension of Utility Services, Use of Recreational Facilities** is hereby amended and replaced in its entirety as follows:

10.21 Suspension of Utility Services, Use of Recreational Facilities, and Voting Rights.



If an Owner shall become delinquent in the payment of amounts in excess of three (3) months' worth of regular assessment obligations, the Board may, following ten (10) days' notice to such Owner, terminate or suspend any or all common utility services to such Owner's Lot until such assessments are paid; PROVIDED, however, that this remedy shall not be utilized during very cold weather where a danger of freezing pipes is present, and further provided that if the Unit is not occupied by its Owner, that any tenant in the Unit be given not less than 20 days' notice in advance of termination of such utilities. The Board, on the same types of notice, may also suspend the voting privileges and privileges of the Owner, their family members, and any tenant to use the recreational facilities within the Planned Community. Nothing in this paragraph is intended to limit or otherwise affect the Operator's ability to issue charges or assessments to Owners or to suspend or terminate water service.

**o. Section 13.5 – Mandatory Arbitration** is hereby added to the Declaration of Covenants as follows:

13.5 Mandatory Arbitration.

With the exception of any lawsuit brought by the Association against an Owner or tenant and any counterclaim asserted in such proceeding, any dispute between an Owner or the Association and the Declarant, an Owner and the Association, or between Owners relating to the Planned Community must be decided by arbitration in King County, Washington, under the Commercial Arbitration Rules of the American Arbitration Association (AAA) in effect on the date thereof, as modified by this Section, or under such other rules or tribunal as the parties may agree. There shall be one (1) arbitrator selected by the parties within seven (7) days of the arbitration demand or if not, then pursuant to the AAA Rules, who shall be an attorney with at least five (5) years' construction or community association law experience. Any issue about whether a dispute or claim must be arbitrated pursuant to this Declaration shall be determined by the arbitrator. At the request of either party made not later than 75 days after the arbitration demand, the parties shall submit the dispute or unresolved claim to non-binding mediation, which shall not delay the arbitration hearing date. There shall be no substantive motions or discovery, except the arbitrator shall authorize such discovery as may be necessary to ensure a fair hearing, which shall be held within 120 days of the demand and concluded within two (2) days. These time limits are not jurisdictional. The arbitrator shall apply substantive law and may award injunctive relief or any other remedy available from a judge including attorneys' fees and costs to the prevailing party, but the arbitrator shall not have the power to award punitive damages. The decision rendered by the arbitrator shall be final and binding without appeal or review and may be enforced in any court of competent jurisdiction.

**p. Section 13.6 – Consent to Actions** is hereby added to the Declaration of Covenants as follows:

13.6 Consent to Actions

In recognition of the reality that litigation is inherently risky and expensive for the parties involved, Lot Owners, the Association, and the Declarant are encouraged to work together in good



faith to resolve any issues that may develop among them. A Lot Owner's decision to take legal action against the Association or the Declarant will deplete community resources and will be borne by the entire community through increased assessments. As a result, the Litigation Threshold Vote discussed below is intended to encourage Lot Owners to discuss with each other impacts and other potential consequences (financial and otherwise) that a potential legal action against the Association or Declarant may have on Lot Owners within the community.

#### 13.6.1 Litigation Threshold Vote.

One or more Lot Owners seeking to take legal action against the Association or Declarant must obtain the affirmative vote of one third (33 1/3%) of the Owners of Lots that are not owned by the Declarant prior to initiating any such action (the "Litigation Threshold Vote") subject to the terms of this section and Section 13.6.2. Such affirmative votes may be sought and obtained by the Lot Owner at any meeting of the Association, subject to any procedural rules and notice requirements contained in the Governing Documents.

#### 13.6.2 Failure to Meet Litigation Threshold Vote.

The failure of the Lot Owners seeking to take legal action against the Association or Declarant to acquire the Litigation Threshold Vote will not be a bar to their legal action. If said Lot Owners bring their legal action without receiving the Litigation Threshold Vote, each Lot Owner who voted in the affirmative to take the legal action against the Association or Declarant even though the Litigation Threshold Vote was not met will be assessed or invoiced monthly for the Association's and Declarant's (as the case may be) attorneys' fees on a pro rata basis.

The respective Lot Owners will be in default if they do not pay the amounts assessed or invoiced under this section within five (5) days of such amounts being assessed or invoiced. Upon such default, the Association and Declarant may seek any recourse against the Lot Owner to collect such amounts (including a counterclaim or a separate legal action against the Lot Owner at the Association's or Declarant's discretion). If such amounts are assessed by the Association against the Lot Owner, said amounts will be treated as an assessment due under this Declaration and unpaid amounts will constitute a lien against the Lot Owner's property subject to foreclosure.

If the Lot Owner(s) initiating the legal action is the substantially prevailing party wherein they did not acquire the Litigation Threshold Vote, they will be entitled to recoup any such attorneys' fees actually paid to the Association or Declarant over a maximum period of 24 months in the form of payment or credit to their Assessments at the Association's or Declarant's discretion. The Lot Owner(s) may recoup only the principal amount paid and will not be entitled to any interest, fees, or charges thereon.

#### 13.6.2 Limitations.

This section is not a bar to litigation and will not toll or extend any applicable statute of limitation or repose nor otherwise modify or extend any contractual or warranty claim period. This section does not apply to any claims related to a contract separate from this Declaration between



a Lot Owner and the Association or Declarant. Nothing in this section will preclude the Association or Declarant (as the case may be) from seeking an award of its attorneys' fees and costs in any lawsuit under any other law, regulation, rule, or contractual provision.

q. **Section 16.3.1 – Easement for Utilities** is hereby amended and replaced in its entirety as follows:

16.3.1 Easement for Utilities.

(a) A non-exclusive perpetual blanket easement is hereby granted over and through the Property for ingress, egress, installation and Upkeep of any utility lines, pipes, wires, ducts, conduits and/or other facilities and equipment for providing to any portion of the Property utilities of any type, whether public or private; such easement is hereby granted to any person installing or providing Upkeep for such utilities, including without limitation the City. Any pipes, conduits, lines, wires, transformers or any other apparatus necessary for the provision or metering of any utility may be installed, maintained or relocated where permitted by the Declarant or where approved by resolution of the Board of Directors.

(b) The Operator and its designees (which may include, without limitation, any governmental or quasi-governmental entity and any utility company) are granted a perpetual non-exclusive easement upon, across, over, and under all of the properties within the Planned Community (including any Lots) to the extent reasonably necessary for the purpose of operating, maintaining, or improving the Water System, including installing, constructing, monitoring, replacing, repairing, maintaining, operating, and removing any utility systems or any components thereof, including wells, irrigation, ponds, drainage, and any water utility components (e.g., distribution lines and meters). The Operator and its designees are further granted a perpetual non-exclusive easement for access of vehicular and pedestrian traffic over, across, and through any area within the Planned Community (including Lots) necessary to exercise the easements described above.

\* \* \* \* \*

**I. Amendments to Maps and Descriptions.** The following sections of the Declaration of Covenants are hereby amended to reflect the Declarant's exercise of its Development Right to add Phase 3 to the Planned Community and to modify the description of Phase 2 to reflect the further subdivision of Lots 2 – 6 thereof:

1.4.1 Reference to Platting Documents

The Declarant has recorded with the Auditor of Grant County, Washington certain P.U.D. Plat Maps pursuant to the Ordinance, showing the location and dimensions of the land included within Phases 1 and 2 of the P.U.D., the location and dimensions of the Lots, Tracts, Parcels and Common Areas within the Community, together with other necessary information. These Plat Maps are recorded at Auditor's File Nos. 1330224 (Phase 1), and 1356633 and 1435867 (Phase



2), Records of Grant County, Washington. These maps and any similar maps recorded to bring future phases of this Planned Community into existence are hereinafter referred to as the "Platting Documents".

1.4.2 Description of All Land Burdened by Covenants.

The Declaration of Covenants benefits and burdens the following described real property in Phase 1:

Lot 1 of Crescent Ridge Ranch Phase 1, P.U.D. Plat Map, Book 29 of Plats, Pages 79-81, Recorded under Auditor's File No. 1330224, Records of Grant County, Washington, and Parcels 1 and 2, Crescent Ridge Ranch Record of Survey-Segregation, Book 67, Pages 73-74, Recorded under Auditor's File No. 1324948.

The Declaration of Covenants, as amended hereby, also benefits and burdens the following described real property in Phase 2, all within the Ranch Neighborhood:

Lots 1 and 7 - 22, inclusive, along with Tracts A, B, C, D, E & F, all in Crescent Ridge Ranch P.U.D. Phase 2, as per the Map thereof recorded at Auditor's File No. 1356633.

The Declaration of Covenants, as amended hereby, also benefits and burdens the following described real property in Phase 2, all within the Ranch Neighborhood:

Lots 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, and 6B, as per the Crescent Ridge Ranch Major Plat, Book 32, Page 4, records of Grant County, Washington, recorded under Auditor's File No. 1435867.

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**III. Amendments to Article IV.** The following sections of Article IV of the Declaration of Covenants are hereby amended and restated in their entirety to simplify the structure of the Article to allow for future amendments and to reflect changes made to Lots 2 - 6 of Phase 2:

ARTICLE IV

SUBORDINATE PROJECTS AND NEIGHBORHOODS; CONSTRUCTION WITHIN LOTS

4.1 Initial Development Areas

The Planned Community initially shall contain one Subordinate Project and one Neighborhood, subject to additions and amendments as permitted herein. Subsequent Neighborhoods and Subordinate Projects may be addressed in this Declaration of Covenants without further amendment to this Section 4.1.



## 4.2 Subordinate Projects

### 4.2.1 Garages at Crescent Ridge Ranch Condominium Subordinate Project

The first Subordinate Project to be created in the Planned Community is The Garages at Crescent Ridge Ranch, a Condominium. It is a nonresidential condominium project that has been designed to provide garage space for recreational vehicles, boats, or storage for other materials.

#### (A) Number and Location of Units.

This Subordinate Project contains fifty-one (51) Units which are in Phase 1 of the Planned Community and is subject to expansion under development rights reserved in the condominium declaration for such Subordinate Project.

#### (B) Description of Limited Common Areas.

At present, there are no Limited Common Areas serving this Subordinate Project.

#### (C) Name of Association Governing Garages at Crescent Ridge Ranch Condominium.

The Subordinate Project Association representing the Owners of property within this Subordinate Project shall be known as The Garages at Crescent Ridge Ranch Condominium Association, which has been or will be incorporated as a nonprofit corporation under the laws of the State of Washington to provide an independent governance structure for such Owners, and to exercise such forms of architectural control over the Lots within the Subordinate Project as maybe permitted under Section 9.2.3 hereof.

## 4.3 Neighborhoods.

### 4.3.1 The Ranch at Crescent Ridge Resort.

The first Neighborhood in the Planned Community is known as “The Ranch at Crescent Ridge Resort” (the “Ranch” or “Ranch Neighborhood”) and was formerly known as the “Estates” Neighborhood. It is a single-family neighborhood located in Phase 2 and proposed Phase 3, which may contain a variety of single-family housing types.

#### (A) Number and Locations of Lots and Tracts.

This Neighborhood will contain fifty-five (55) residential Lots, which are located in the Plat of Phases 2 and 3 of the Planned Community on Ridgeview Drive, along with Commercial Tracts. A Barn structure may be constructed within Tract E. More Lots may be added to this Neighborhood in phases under Development Rights reserved by the Declarant.



(B) Description of Limited Common Areas.

The Landscape Buffer Areas on each Lot lying adjacent to Ridgeview Drive, as depicted on the Platting Documents, the Open Space areas in Tract C, the Pool and Spa constructed within Tract F, along with common fencing and landscaping within easement areas within the Lots in the Ranch Neighborhood are all Limited Common Areas allocated for the exclusive use of the Lots in Phase 2 and proposed future Phase 3.

(C) Landscape Buffer Areas.

Lots 1, 2A – 6B, and 7 – 27 are burdened with an easement approximately twelve (12) feet in width measured inward from the edge of the Lot abutting the roadway (the “Landscape Buffer Area”). At the Declarant’s discretion, common fencing and landscaping may be installed in the Landscape Buffer Area as Limited Common Areas serving the Lots in this Neighborhood; provided, the easement for the Landscape Buffer Area shall not impede any Lot Owner’s access to their Lot, including such Lot Owner’s ability to construct a driveway through a portion of the Landscape Buffer Area in accordance with the Covenants and applicable rules and regulations. The Landscape Buffer is proposed to burden the Lots identified in this section and within the Ranch Neighborhood, and the Declarant reserves the right to expand the Buffer to apply to additional lots within the Ranch Neighborhood. The Declarant nevertheless reserves the right to reduce the number of Lots subject to the Buffer as needed to accommodate space constraints, and instead let the common fence taper back to the road. At the discretion of the Declarant or Association, walking paths may be installed through the Landscape Buffer Area, which may be traveled upon by lawful Occupants of this Neighborhood and well-behaved guests of such persons. No parking is permitted within the Landscape Buffer Area.

(D) Neighborhood Committee Governing Neighborhood.

The Neighborhood Committee representing the Owners of property within this Neighborhood shall be known as The Ranch Neighborhood Committee, which exists to provide representation for such Owners in the Community Association.

4.4 Requirements for Dwellings and Accessory Structures.

4.4.1 The Ranch Neighborhood.

(A) **Permitted Dwellings.** No mobile homes, manufactured housing units or modular homes are permitted. Except as may be changed by the ARC in the exercise of its discretion and except for duplex or townhouse units, all Dwellings constructed on any Lot shall have not less than 1,800 square feet of living space, exclusive of porches, patios and garages. Except as may be changed by the ARC in the exercise of its discretion, any duplex or townhouse Dwelling constructed on any Lot shall have not less than 1,200 square feet of living space, exclusive of porches, patios, and garages.



(B) **Permitted Accessory Structures.** Accessory Structures, Children's playhouses, gardening sheds, small greenhouses, and other items may be permitted, subject to Design Guidelines adopted by the Declarant or the Board and any construction standards described in Sections 4.5 and 9.2 hereof.

(C) **Fences.** Privacy fencing between Lots, backyard fencing, or fencing placed elsewhere within a Lot and/or animal fencing shall be governed by Design Guidelines for this Neighborhood.

(D) **Service Yards and Driveways.** Each Lot shall provide visually screened areas to serve as service yards in which garbage and recycling containers, fuel tanks, mechanical equipment and any materials, supplies and equipment that are stored outside must be placed or stored in order to conceal them from view from roads or adjacent properties. Such service yards shall be enclosed with materials approved by the Board. Driveway material shall be of asphalt, brushed concrete, stamped or exposed aggregate concrete or other types of surfaces described in Design Guidelines or otherwise approved in advance by the Architectural Review Coordinator ("ARC") described below.

(E) **Temporary Structures.** No structure of a temporary character, and no trailer, shack, shed or other temporary accessory buildings shall be erected, used or maintained on any Lot except in connection with construction activities, and then only during such time periods for construction as provided in Section 4.6.6 hereof.

(F) **Landscaping and Control of Vegetation.** Every Lot Owner shall control the growth of vegetation within the Lot such that it maintains a tidy and kempt appearance. Landscaping features shall be installed and maintained appropriately, in accordance with any Design Guidelines adopted for such purpose.

\* \* \* \* \*

EXCEPT as expressly amended by this Amendment, the Declaration of Covenants remains in full force and effect according to its terms as written and executed and is not and has not been otherwise amended or modified.

*[Signatures on Following Page]*







**Exhibit A**  
*[Phase 2 Major Plat Map]*

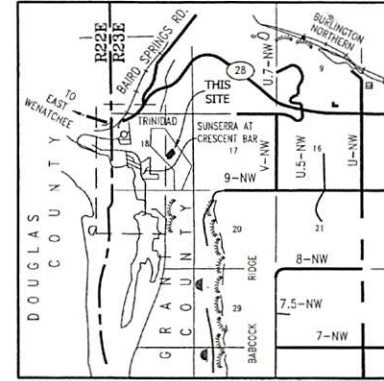
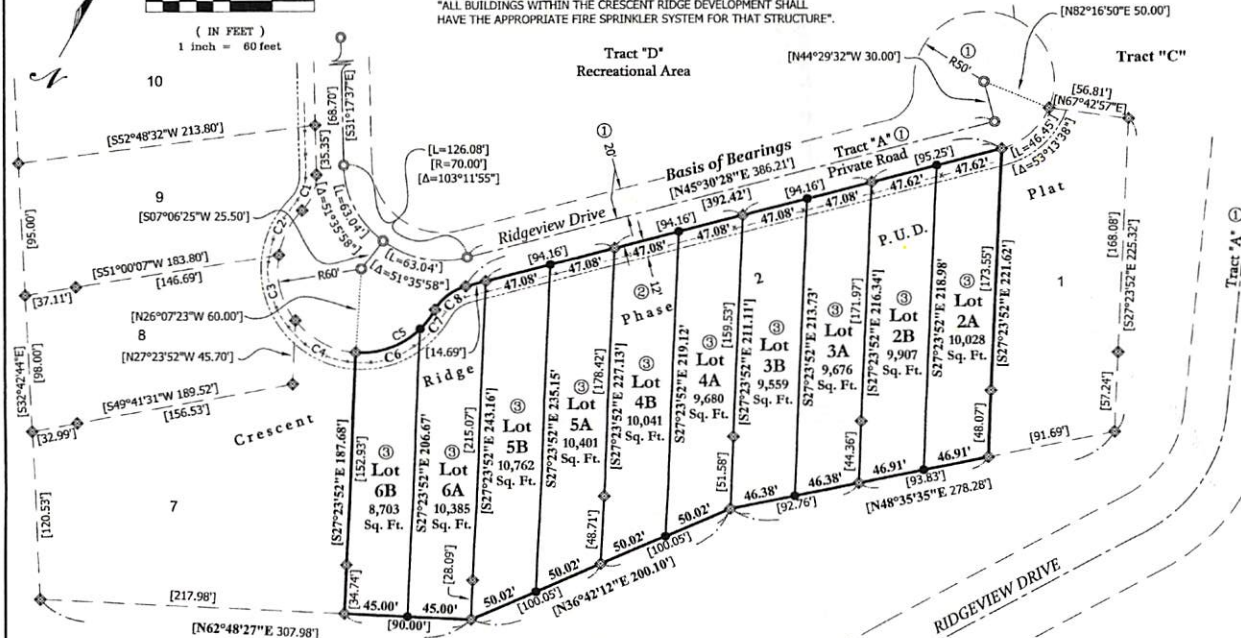


# Crescent Ridge Ranch Major Plat

A SUBDIVISION OF LOTS 2 THROUGH 6, CRESCENT RIDGE RANCH PHASE 2 P.U.D.,  
 LYING IN PORTIONS OF THE NW1/4 OF THE SE1/4 AND THE NE1/4 OF THE SE1/4 OF SECTION 18, TOWNSHIP 20 NORTH,  
 RANGE 23 EAST, W.M., GRANT COUNTY, WASHINGTON



**FIRE MARSHAL NOTE**  
 "ALL BUILDINGS WITHIN THE CRESCENT RIDGE DEVELOPMENT SHALL  
 HAVE THE APPROPRIATE FIRE SPRINKLER SYSTEM FOR THAT STRUCTURE."



CURVE TABLE			
CH	LENGTH	RADIUS	DELTA
C1	[28.26']	[35.00']	[46°15'43"]
C2	[36.68']	[60.00']	[35°01'20"]
C3	[49.91']	[60.00']	[47°39'36"]
C4	[50.69']	[60.00']	[48°24'33"]
C5	[67.68']	[60.00']	[64°37'52"]
C6	50.24'	60.00'	47°58'23"
C7	17.44'	60.00'	16°39'29"
C8	[28.26']	[35.00']	[46°15'43"]

- SYMBOL LEGEND**
- FOUND 5/8" REBAR & 1-1/2" ALUMINUM CAP, P.L.S. 21651
  - ◇ FOUND 5/8" REBAR & CAP, P.L.S. 21651
  - SET 5/8" REBAR & CAP, P.L.S. 42432

**BEARING DATUM**  
 CRESCENT RIDGE RANCH PHASE 2, P.U.D. PLAT MAP, ACCORDING TO THE PLAT THEREOF, FILED IN BOOK 30 OF PLATS, PAGES 14-19, A.F.N. 1356633, RECORDS OF GRANT COUNTY, WASHINGTON. HELD N45°30'28"E ON THE CENTERLINE OF RIDGEVIEW DRIVE BETWEEN THE FOUND 1-1/2" ALUMINUM CAP MONUMENTS, AS SHOWN HEREON.

**VERTICAL DATUM**  
 NAVD 88: AS DERIVED FROM NGS BENCHMARK "A 314 RESET", PID-SX0195 WITH A POSTED ELEVATION OF 611.1 FEET (NAVD 88).

**PLAT INFORMATION**  
 COMPREHENSIVE PLAN: MASTER PLANNED RESORT  
 MAX DU DENSITY: N/A  
 MAX PERMITTED DUS: N/A  
 OVERALL ACREAGE: 2.27 ACRES  
 NUMBER OF LOTS: 10 RESIDENTIAL  
 ROADS: 0 ACRES R/W DEDICATED TO COUNTY SUNSERRA AT CRESCENT BAR WATER SYSTEM #AA7454A  
 WATER: ON SITE SEPTIC COMMUNITY OPERATED FOR RECREATIONAL & RESIDENTIAL USE  
 SEWER: ON SITE SEPTIC COMMUNITY OPERATED FOR RECREATIONAL & RESIDENTIAL USE

- LINE LEGEND**
- BOUNDARY LINE
  - - - PROPOSED LOT LINE
  - - - EXISTING LOT/TRACT LINE
  - - - CENTERLINE OF PRIVATE ROAD
  - - - LANDSCAPE BUFFER, AS NOTED
  - - - EXISTING FENCE
  - - - SURVEY TIE LINE

- NOTES**
- EXISTING NONEXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES GRANTED ON CRESCENT RIDGE RANCH PHASE 2, P.U.D. PLAT MAP.
  - LANDSCAPE BUFFER EASEMENT RESERVED ON CRESCENT RIDGE RANCH PHASE 2, P.U.D. PLAT MAP.
  - LOT LIMITED TO 2 BEDROOM STRUCTURE.

- PLAT RESTRICTIONS**
- THE APPROVAL OF THIS MAJOR SUBDIVISION DOES NOT GUARANTEE THE ISSUANCE OF ANY OTHER PERMIT.
  - PURSUANT TO G.C.C.: CHAPTER 22.04.420(D)(1)(C), GRANT COUNTY HAS NO RESPONSIBILITY TO DISTRIBUTE, IMPROVE, MAINTAIN, OR OTHERWISE SERVICE ANY PRIVATE ROADS CONTAINED WITHIN THIS MAJOR SUBDIVISION.
  - UTILITY EASEMENTS ARE GRANTED ALONG ALL LOT LINES WITHIN THIS PLAT. UTILITY EASEMENTS ALONG INTERIOR LOT LINES SHALL BE 10 FEET WIDE, 5 FEET ON EACH SIDE OF THE LOT LINE. UTILITY EASEMENTS ALONG EXTERIOR LOT LINES SHALL BE 10 FEET WIDE PARALLEL AND ADJACENT TO THE LOT LINE.

**GRANT COUNTY, WA - RECORD REFERENCE DATA**  
 [ ] CRESCENT RIDGE RANCH PHASE 2, P.U.D. PLAT MAP, BOOK 30 OF PLATS, PAGES 14-19, A.F.N. 1356633. \*WHEN MEASURED DATA EQUALS THIS RECORD DATA, ONLY RECORD IS SHOWN.

**METHOD OF SURVEY**  
 GLOBAL POSITIONING - THE POSITIONAL TOLERANCE OF POINTS WITHIN THIS SURVEY EXCEED THE STANDARDS FOR LAND BOUNDARY SURVEYS DEFINED IN WAC 332-130-090.

**SURVEY EQUIPMENT**  
 THIS SURVEY MAY HAVE UTILIZED ANY OR ALL OF THE FOLLOWING: CARLSON BRX6+ MULTI-FREQUENCY GNSS GPS, CARLSON CR2 ROBOTIC TOTAL STATION & CARLSON SURVEYOR 2 DATA COLLECTOR, TOPCON GPT-9000A ROBOTIC TOTAL STATION, TOPCON FC2500 DATA COLLECTOR.

**SURVEY PROCEDURES**  
 INITIAL CONTROL ESTABLISHED USING STATIC GPS OBSERVATIONS PROCESSED WITH NATIONAL GEODETIC SURVEY (NGS) ONLINE POSITIONING USER SERVICE (OPUS) SOLUTIONS. GPS REAL TIME KINEMATIC (RTK), CONVENTIONAL TRAVERSE, AND RADIAL SURVEY METHODS WERE USED FOR THE LOCATION OF SITE SPECIFIC FEATURES. GPS RTK OBSERVATIONS WERE COMPARED TO OPUS SOLUTIONS AND CONVENTIONAL TRAVERSE AND RADIAL SURVEY MEASUREMENTS FOR QUALITY CONTROL.

**SURVEYOR'S CERTIFICATE**  
 "I, SCOTT M. FERGUSON, REGISTERED AS A LAND SURVEYOR BY THE STATE OF WASHINGTON, CERTIFY THAT THIS PLAT IS BASED ON AN ACTUAL SURVEY OF THE LAND DESCRIBED HEREIN, CONDUCTED BY ME OR UNDER MY SUPERVISION, DURING THE PERIOD OF OCTOBER 2018 THROUGH JUNE 2019; THAT THE DISTANCES, BEARINGS AND ANGLES ARE SHOWN THEREON CORRECTLY, AND THAT MONUMENTS, OTHER THAN THOSE MONUMENTS APPROVED FOR SETTING AT A LATER DATE, HAVE BEEN SET AND LOT CORNERS STAKED ON THE GROUND, AS DEPICTED ON THE PLAT."

Scott M. Ferguson, P.L.S.  
 Registration No. 42432  
 249 North Elder Street  
 Moses Lake, WA 98837



**AUDITOR'S CERTIFICATE**  
 FILED FOR RECORD THIS 19th DAY OF October, 2020  
 AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ OF PLATS AT PAGES \_\_\_\_\_ THROUGH \_\_\_\_\_ RECORDS OF GRANT COUNTY, WASHINGTON, AT THE REQUEST OF COLUMBIA NORTHWEST ENGINEERING, P.S.

Michelle Jaderewicz, Grant County Auditor  
 Justin Puckner, Deputy County Auditor

INDEX DATA


Columbia NW Engineering, PS  
 engineering - surveying - planning  
 249 North Elder Street, Moses Lake, WA 98837  
 Ph: 509-766-1226 Fax: 509-766-9754

CRESCENT RIDGE RANCH MAJOR PLAT  
 FOR: CRESCENT RIDGE RANCH LLC  
 5601 6TH AVENUE SOUTH, SUITE 350, SEATTLE, WA 98104

DTW DRAWN BY  
 SCP Q.A. REVIEW  
 6/19/2019 PLOT DATE  
 1"=60' PLOT SCALE  
 1-18-133 PROJ. NO.  
 0 REVISION NO.  
 SHEET 1 OF 2

1439206 12/11/2020 09:51 AM RMCV  
 Page 18 of 19 Grant Co, WA  
 CR DEVELOPMENT COMPANY



AFTER RECORDING RETURN TO:  
Crescent Ridge Ranch Development Company LLC  
10500 NE 8<sup>th</sup> Street, Suite 1760  
Bellevue, WA 98004

Title of Document: FOURTH AMENDMENT TO AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATIONS FOR CRESCENT  
RIDGE RANCH P.U.D.

Grantor/Declarant: CRESCENT RIDGE RANCH DEVELOPMENT COMPANY,  
LLC

Grantee: THE GENERAL PUBLIC

Abbreviated Legal: LOTS 1 & 7 – 22 & TRACTS A, B, C, D, E & F CRESCENT  
RIDGE RANCH, P.U.D. PHASE 2, AF# 1356633; LOTS 2A, 2B,  
3A, 3B, 4A, 4B, 5A, 5B, 6A, & 6B CRESCENT RIDGE RANCH  
MAJOR PLAT, AF #1435867; LOTS 23 – 27 CRESCENT RIDGE  
RANCH PHASE 3 MAJOR PLAT, AF #1463143

Full Legal Description: Exhibit A

Reference No.: 1355424

Prior Amendments: 1361182; 1401639; 1439206

**FOURTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR  
CRESCENT RIDGE RANCH P.U.D.**

This Fourth Amendment is made and effective this 3rd day of January, 2022 by  
CRESCENT RIDGE RANCH DEVELOPMENT COMPANY, LLC, a Washington limited  
liability company (the “**Declarant**”) and the CRESCENT RIDGE RESORT COMMUNITY  
ASSOCIATION, a Washington nonprofit corporation (the “**Association**”).

**WITNESSETH THAT:**

A. WHEREAS, this Planned Community’s Declarant platted Crescent Ridge Ranch  
P.U.D. in Quincy, Washington and caused the Declaration of Covenants, Conditions, Restrictions  
and Reservations for Crescent Ridge Ranch P.U.D. recorded in the land records of Grant County,  
Washington under Auditor’s File No. 1335907 to accompany the Plat Map for Crescent Ridge

Ranch, P.U.D. Phase 1 recorded under Auditor's File No. 1330224. The Declarant subsequently recorded with the Auditor of Grant County, Washington under Auditor's File Nos. 1356633 and 1435867 those certain P.U.D. Plat Maps pursuant to the Ordinance (as defined in the Declaration of Covenants) for Crescent Ridge Ranch P.U.D. Phase 2 depicting new Lots and Tracts within the new Phase. The Plat Maps for Phases 1 and 2 and any similar maps to be recorded to bring other phases of this Planned Community into existence are referred to as the "**Platting Documents**".

B. The original covenants were amended and restated by the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservations for Crescent Ridge Ranch P.U.D. recorded at Auditor's File No. 1355424 (the "**Amended Declaration**"), as amended the by that certain First Amendment to the Amended Declaration dated April 5, 2016 and recorded under Auditor's File No. 1361182 (the "**First Amendment**"), and as further amended by that certain Second Amendment to the Amended Declaration dated November 8, 2018 and recorded under Auditor's File No. 1401639 (the "**Second Amendment**"), and as further amended by that certain Third Amendment to the Amended Declaration dated December 4, 2020 and recorded under Auditor's File No. 1439206 (the "**Third Amendment**" and collectively the Amended Declaration, First Amendment, Second Amendment, and Third Amendment shall be referred to as the "**Declaration of Covenants**");

C. WHEREAS, pursuant to Section 17.1 of the Declaration of Covenants, amendments to the Declaration of Covenants may be adopted if at least sixty-seven percent (67%) of the votes in the Community Association are cast for such amendment either at a meeting of the Owners or by the Owners in writing;

D. WHEREAS, pursuant to Sections 3.3.2 and 17.4 of the Declaration of Covenants, the Declarant may unilaterally amend the Planned Community's Governing Documents from time-to-time to clarify, expand upon, or alter the same to better suit the governance of the Planned Community provided that the Declarant owns a Lot within the Planned Community or until the expiration of the time limit for the exercise of any Development Rights reserved by the Declarant therein;

E. WHEREAS, pursuant to Section 3.3.1 of the Declaration of Covenants, the Declarant reserved Development Rights to develop the Planned Community in up to 4 "Phases" by adding improvements to the Planned Community and creating additional Lots, Common Areas, or Limited Common Areas within real property which could be added to the Planned Community;

F. WHEREAS, Section 3.3.1(e) of the Declaration of Covenants further provides that Phases 2, 3, and 4 may be further subdivided or developed differently from what is described therein;

G. WHEREAS, at the time of the execution of this Fourth Amendment, the Declarant still owns a Lot within the Planned Community and the time limit for the exercise of any Development Rights reserved by the Declarant in the Declaration of Covenants has not expired; and

H. WHEREAS, pursuant to the foregoing authority, this Fourth Amendment hereby amends the Declaration of Covenants as follows:

- i. The Declarant has determined that it is in the Planned Community's best interest to: (a) remove all references to "The Vineyard" from the Declaration of Covenants; (b) add provisions to the Declaration of Covenants to protect Owners and the Association from damages caused by contractors; and (c) add provisions to the Declaration of Covenants related to the abatement of violations of the Governing Documents.
- ii. Pursuant to a vote of the non-Declarant Owners, the Declaration of Covenants will be amended to amend the notice and leasing provisions contained therein.
- iii. Lots 23 through 27 of Phase 3 have been added to the Planned Community pursuant to the map recorded with the Auditor of Grant County, Washington, as shown in the attached **Exhibit B**, and the Declarant desires to amend the Declaration of Covenants to incorporate the land within the lots created within the Crescent Ridge Ranch Phase 3 Major Plat under Auditor's File No. 1463143 to reflect the addition of those lots to the Planned Community.

## AMENDMENTS

NOW, THEREFORE, pursuant to and in compliance with the Declaration of Covenants, the Declarant hereby amends the Declaration of Covenants as follows:

**I. Removal of References to The Vineyard.** The Declarant has determined that it is not in the Planned Community's best interest to continue with adding The Vineyard as a Neighborhood within the Planned Community. Therefore, all references to The Vineyard and the Garages at Vineyard Condominium in the Declaration of Covenants are stricken, including Sections 3.3.1(e)–(f).

**II. Amendments to the Declaration of Covenants.**

**a. Section 4.6.8 – Liability of Owner and Contractor** is hereby added to the Declaration of Covenants as follows:

Each general contractor performing work on any Lot on an Owner's behalf, on behalf of itself and any of its subcontractors (collectively, the "Contractor") will indemnify, defend, and hold harmless the Association and Declarant from and against any and all claims of every kind resulting from or arising out of Contractor's actions or inactions in the Planned Community or with respect to any Association property or common areas. In any policies of general liability and automobile liability maintained by any general contractor and as a condition of said general

contractor being authorized to perform work on any Lot within the Planned Community, the Association will be named as an additional insured.

Each Contractor will further acknowledge and agree that it, along with the Owner for whom the Contractor is performing work, will be liable to all other Owners within the community for any and all damages to any Lot or the property of the Association, Declarant, or any other Owner that result from or are related to the work of Contractor or its agents.

**b. Section 13.4.2 – Abatement of Violations** is hereby amended and replaced in its entirety as follows:

The violation of any of the Rules and Regulations adopted by the Board of Directors, the breach of any provision of the Governing Documents or the Ordinance shall give the Board of Directors the right, in addition to any other rights set forth in the Bylaws, to enter the Lot or any Limited Common Area in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Lot Owner, anything or condition that constitutes such a violation, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass. PROVIDED, that this remedy is subject to the provisions of Section 8.4 hereof, and the remedy shall not be utilized when a breach of the peace is likely to occur or if any items of construction within the Lot or any of the Common Areas will be altered or demolished; in any such case the Board shall not proceed without commencing legal proceedings. The Board may, in addition to other remedies available to the Board and until any violation or breach is cured: (i) shut off water service to a Lot; and/or (ii) change or delete access codes to Association property.

**c. Section 18.1 – Notices for All Purposes, Delivery** is hereby amended and replaced in its entirety as follows:

18.1.1 Any notice permitted or required to be delivered under the provisions of the Declaration of Covenants or the Bylaws may be delivered by one or more of the following methods: hand delivery, electronic transmission (including email or facsimile transmission), by mail, or by any other means permitted by applicable law. The notice will be addressed to the person entitled to such notice at the most recent address, email address, or facsimile number given by such person to the Board, or to the most recent address, email address, or facsimile number known to the Board. Notice to the Owner of any Lot shall be sufficient if mailed to their Lot if no other mailing address has been given to the Board. Owners may change their contact information on file with the Board from time to time by notice provided by title Owner in a Record to the Board. Notice to be given to the Community Association may be given to the President or Secretary of the Community Association, or to its Registered Agent.

18.1.2 New Lot Owners must supply their names and addresses, telephone and facsimile numbers, and e-mail addresses to the Secretary of the Community Association promptly after conveyance.

**d. Section 9.1.15 – Lease Restrictions** is hereby amended and replaced in its entirety as follows:

9.1.15 Restrictions on the Leasing or Short-term Occupancy of Lots.

Any lease agreement shall be required and deemed to provide that the terms of the lease shall be subject in all respects to the provisions of the Governing Documents and Bylaws, and that any failure by the Lessee to comply with such provisions shall be a default under the lease, entitling the Association to enforce such provisions as a real party in interest. Lot Owners must provide notice to the Association and a copy of the proposed lease agreement prior to the execution of any lease. All leases shall be in writing, and the Association is entitled to receive a copy of any signed lease agreement (and any amendments thereto) from the Lot Owner or Tenant, and the Association will be entitled to receive contact information for every tenant. The lease will contain the minimum amount of rent and any administrative or service fees required to be charged to any prospective tenant as determined by the Association, and such rent will be subject to review every three years (at a minimum) pursuant to a market analysis.

A lease, as defined herein, shall include all rentals or licenses on each Lot; provided that occupancy under any form of rental or license agreement for periods of less than one (1) year is not permitted. Leasing/renting through such services as AirBnB, VRBO, HomeAway, etc., are prohibited unless rentals through such service meets the one-year minimum leasing requirements herein and all rules promulgated by the Board of Directors. Subleasing is not permitted. Leasing less than the entire property (i.e., leasing a room, or area within a residence) is not permitted; provided, however, that separate, self-contained structures such as carriage houses may be leased separately subject to the restrictions contained herein. Any tenant shall be deemed to have assumed all the responsibilities of an Owner under Article IX of this Declaration. Except in instances where a Lot is simultaneously occupied by a tenant in a separate, self-contained structure (e.g., a carriage house), and an Owner in the main residence, only the lawful tenant shall have rights to use common recreational facilities, parking spaces and the like, while such rights of the Lot Owner of the Lot shall be suspended during the duration of the tenancy, so as not to overburden such facilities. The Board shall have the right to adopt rules further restricting the leasing of Lots.

\* \* \* \* \*

**III. Amendments to Maps and Descriptions.** The following sections of the Declaration of Covenants are hereby amended to reflect the Declarant's exercise of its Development Right to add Lots 23 through 27 of Phase 3 to the Planned Community:

1.4.1 Reference to Platting Documents

The Declarant has recorded with the Auditor of Grant County, Washington certain P.U.D. Plat Maps pursuant to the Ordinance, showing the location and dimensions of the land included within Phases 1 and 2 of the P.U.D., the location and dimensions of the Lots, Tracts, Parcels and Common Areas within the Community, together with other necessary information. These Plat Maps are recorded at Auditor's File Nos. 1330224 (Phase 1), 1356633 and 1435867 (Phase 2), and 1463143 (Phase 3) Records of Grant County, Washington. These maps and any similar maps

recorded to bring future phases of this Planned Community into existence are hereinafter referred to as the "Platting Documents."

1.4.2 Description of All Land Burdened by Covenants.

The Declaration of Covenants benefits and burdens the following described real property in Phase 1:

Lot 1 of Crescent Ridge Ranch Phase 1, P.U.D. Plat Map, Book 29 of Plats, Pages 79-81, Recorded under Auditor's File No. 1330224, Records of Grant County, Washington, and Parcels 1 and 2, Crescent Ridge Ranch Record of Survey-Segregation, Book 67, Pages 73-74, Recorded under Auditor's File No. 1324948.

The Declaration of Covenants, as amended hereby, also benefits and burdens the following described real property in Phase 2, all within the Ranch Neighborhood:

Lots 1 and 7 – 22, inclusive, along with Tracts A, B, C, D, E & F, all in Crescent Ridge Ranch P.U.D. Phase 2, as per the Map thereof recorded at Auditor's File No. 1356633.

The Declaration of Covenants, as amended hereby, also benefits and burdens the following described real property in Phase 2, all within the Ranch Neighborhood:

Lots 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, and 6B, as per the Crescent Ridge Ranch Major Plat, Book 32, Page 4, records of Grant County, Washington, recorded under Auditor's File No. 1435867.

The Declaration of Covenants, as amended hereby, also benefits and burdens the following described real property in Phase 3, all within the Ranch Neighborhood:

Lots 23 –27, as per the Crescent Ridge Ranch Phase 3 Major Plat, Book 32, Page 52, records of Grant County, Washington, recorded under Auditor's File No. 1463143.

\* \* \* \* \*

EXCEPT as expressly amended by this Amendment, the Declaration of Covenants remains in full force and effect according to its terms as written and executed and is not and has not been otherwise amended or modified.

*[Signatures on Following Page]*





**Exhibit A**

**[Full Legal Description]**

The Declaration of Covenants benefits and burdens the following described real property:

Lot 1 of Crescent Ridge Ranch Phase 1, P.U.D. Plat Map, Book 29 of Plats, Pages 79-81, Recorded under Auditor's File No. 1330224, Records of Grant County, Washington, and Parcels 1 and 2, Crescent Ridge Ranch Record of Survey-Segregation, Book 67, Pages 73-74, Recorded under Auditor's File No. 1324948.

AND

Lots 1 and 7 – 22, inclusive, along with Tracts A, B, C, D, E & F, all in Crescent Ridge Ranch P.U.D. Phase 2, as per the Map thereof recorded at Auditor's File No. 1356633.

AND

Lots 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, and 6B, as per the Crescent Ridge Ranch Major Plat, Book 32, Page 4, records of Grant County, Washington, recorded under Auditor's File No. 1435867.

AND

Lots 23 –27, as per the Crescent Ridge Ranch Phase 3 Major Plat, Book 32, Page 52, records of Grant County, Washington, recorded under Auditor's File No. 1463143.

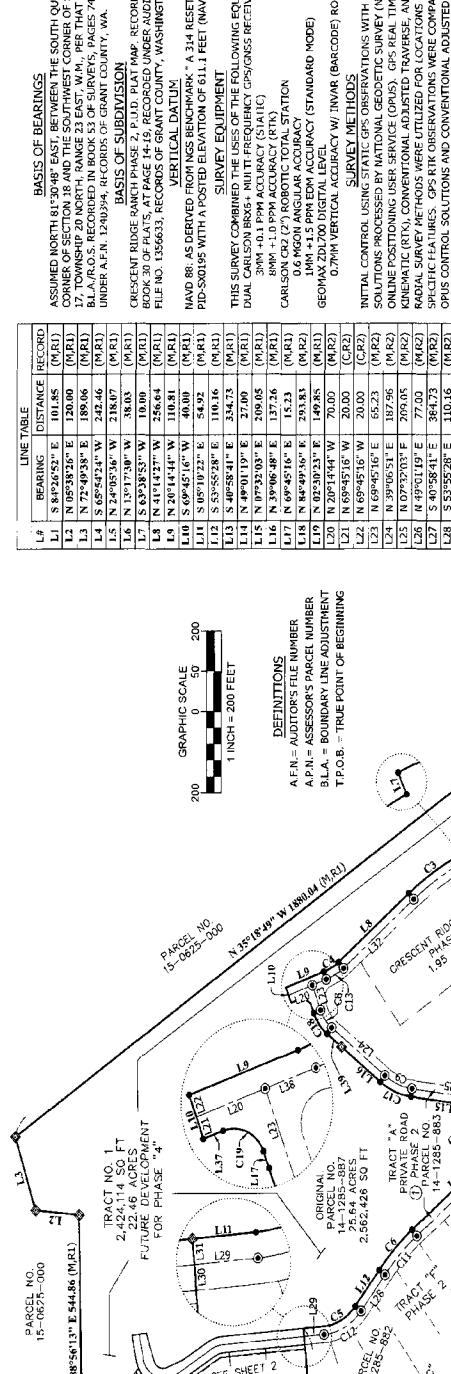
**Exhibit B**

*[Crescent Ridge Ranch Ph. 3 Major Plat]*

# 1463143 Book 32 Page 49

12/14/2023 10:08 AM PLAT  
C:\Users\m\OneDrive\Documents\1463143.dwg  
C:\Users\m\OneDrive\Documents\1463143.dwg

**CRESCENT RIDGE RANCH PHASE 3 MAJOR PLAT**  
IN PORTION OF SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 20 NORTH, RANGE 23 EAST, WILLAMETTE MERIDIAN, GRANT COUNTY, WASHINGTON



LINE	BEARING	DISTANCE	RECORD
L1	S 81°26'52" E	101.85	(M,R)
L2	N 05°39'36" E	120.00	(M,R)
L3	N 72°49'38" E	108.06	(M,R)
L4	N 24°05'54" E	218.07	(M,R)
L5	N 13°17'30" W	18.00	(M,R)
L6	S 82°38'51" W	10.00	(M,R)
L7	N 41°14'37" W	256.64	(M,R)
L8	N 30°14'14" W	110.81	(M,R)
L9	S 69°45'16" W	40.00	(M,R)
L10	S 05°19'22" E	54.92	(M,R)
L11	S 43°55'38" E	110.16	(M,R)
L12	S 40°58'41" E	334.73	(M,R)
L13	N 49°01'19" E	21.00	(M,R)
L14	N 39°06'48" E	137.34	(M,R)
L15	N 30°06'48" E	137.34	(M,R)
L16	N 04°49'16" E	153.33	(M,R)
L17	N 84°49'16" E	293.83	(M,R)
L18	N 02°30'21" W	70.00	(M,R)
L19	N 20°14'14" W	70.00	(M,R)
L20	N 69°45'16" W	20.00	(G,R)
L21	N 69°45'16" W	20.00	(G,R)
L22	N 69°45'16" W	65.23	(M,R)
L23	N 59°05'51" E	187.96	(M,R)
L24	N 39°06'48" E	293.83	(M,R)
L25	N 07°23'03" E	270.00	(M,R)
L26	N 40°58'41" E	384.73	(M,R)
L27	S 53°55'28" E	110.16	(M,R)
L28	S 05°10'24" E	54.92	(M,R)
L29	N 04°49'16" E	20.00	(G,R)
L30	N 84°49'16" E	20.00	(G,R)
L31	N 84°49'16" E	20.00	(G,R)
L32	N 41°14'37" W	38.03	(M,R)
L33	N 13°17'30" W	218.07	(M,R)
L34	N 24°05'54" E	30.00	(M,R)
L35	N 05°39'36" E	272.46	(M,R)
L36	N 05°39'36" E	272.46	(M,R)
L37	N 05°39'36" E	272.46	(M,R)
L38	N 05°39'36" E	40.81	(M,R)
L39	N 39°46'51" E	50.69	(M,R)

CURVE	DELTA	RADIUS	LENGTH	CH BEARING	CH LENGTH	RECORD
C4	10°48'06"	176.00	32.05	N 18°41'33" W	32.00	(M,R)
C1	13°09'35"	880.00	155.00	S 19°49'18" E	154.67	(M,R)
C3	4°58'32"	676.00	174.11	N 33°47'30" W	173.73	(M,R)
C4	10°54'36"	130.00	47.44	N 30°44'36" W	47.37	(M,R)
C5	48°45'04"	122.00	103.81	N 29°37'56" W	100.07	(M,R)
C5	12°56'47"	895.00	134.44	N 47°27'04" W	134.16	(M,R)
C7	70°00'00"	30.00	47.12	N 40°58'41" W	42.43	(M,R)
C8	31°24'48"	150.00	62.68	N 27°07'27" E	53.46	(M,R)
C9	41°29'16"	75.00	54.31	N 49°21'19" W	53.13	(M,R)
C10	12°56'47"	575.00	128.93	N 47°27'04" W	129.65	(M,R)
C12	48°45'04"	142.00	120.82	S 28°32'56" E	117.21	(M,R)
C13	20°59'43"	150.00	54.87	S 30°44'36" E	54.66	(M,R)
C14	10°48'06"	200.00	37.71	N 08°41'33" W	33.84	(M,R)
C15	10°48'06"	200.00	37.71	N 08°41'33" W	37.65	(M,R)
C16	11°29'16"	55.00	39.83	S 49°19'19" W	38.96	(M,R)
C17	31°24'48"	170.00	93.70	N 29°19'27" E	92.82	(M,R)
C18	30°38'35"	120.00	44.17	S 50°26'03" W	63.41	(M,R)
C19	70°00'00"	30.00	47.12	S 24°45'10" W	42.43	(M,R)

**DEFINITIONS**  
A.F.N. = AUDITOR'S FILE NUMBER  
A.S.N. = ASSESSOR'S PARCEL NUMBER  
B.L.A. = BOUNDARY LINE ADJUSTMENT  
T.P.O.B. = TRUE POINT OF BEGINNING

**NOTES**  
1. EXISTING NONEXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES GRANTED ON CRESCENT RIDGE RANCH PHASE 2, PLAT 174143.  
2. 12-FOOT LANDSCAPE BUFFER EASEMENT RESERVED PER THIS PLAT.

**SYMBOL & LINE LEGEND**  
① FOUND 3" ALUMINUM CAP ON 5/8" REBAR, SURFACE SET, P.L.S. 41285  
② SET 3/8" REBAR & CAP, P.L.S. 41285  
③ FOUND 3/8" REBAR & CAP, P.L.S. 21651  
④ FOUND 1/2" REBAR & CAP, L.S. 8988  
(C) CALCULATED DATA  
(M) MEASURED DATA  
⑤ FOUND PIN & CAP, P.L.S. 12491, UNLESS NOTED OTHERWISE

**RECORD REFERENCE DATA**  
(R1) ROS B.L.A. BOOK 79 OF SURVEYS AT PAGE 58 60 UNDER AUDITOR FILES  
(R2) 146368, RECORDS OF GRANT COUNTY, WASHINGTON  
(R3) CRESCENT RIDGE RANCH, PHASE 2, P.L.14, MAJOR PLAT MAP, RECORDED IN BOOK 32 OF SURVEYS AT PAGE 49 THROUGH 57, RECORDS OF GRANT COUNTY, WASHINGTON, AT THE FILE NO. 135653, RECORDS OF GRANT COUNTY, WASHINGTON.

**FILE NO. 135653, RECORDS OF GRANT COUNTY, WASHINGTON.**

**CRESCENT RIDGE RANCH PHASE 3 MAJOR PLAT**  
DATE OF SURVEY: JUNE 2021  
SETH H. BISHOP, P.L.S.  
REGISTRATION NO. 41285  
249 NORTH ELDER STREET  
HOES LAKE, WA 98057

**AUDITORS CERTIFICATE**  
FILED FOR RECORD THIS 14th DAY OF December 2023 AT 10:00 O'CLOCK A.M. IN BOOK 32 OF PLATS AT PAGES 49 THROUGH 57, RECORDS OF GRANT COUNTY, WASHINGTON, AT THE REQUEST OF COLUMBIA NORTHWEST ENGINEERING, P.S.

**CRESCENT RIDGE RANCH PHASE 3 MAJOR PLAT**  
FOR: CRESCENT RIDGE RANCH DEVELOPMENT COMPANY, LLC  
1645 SW MILLER CREEK ROAD, NORMANBY PARK, WA 98166-3326

**CRESCENT RIDGE RANCH PHASE 3 MAJOR PLAT**  
DATE OF SURVEY: JUNE 2021  
SETH H. BISHOP, P.L.S.  
REGISTRATION NO. 41285  
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REGISTRATION NO. 41285  
249 NORTH ELDER STREET  
HOES LAKE, WA 98057

**AUDITORS CERTIFICATE**  
FILED FOR RECORD THIS 14th DAY OF December 2023 AT 10:00 O'CLOCK A.M. IN BOOK 32 OF PLATS AT PAGES 49 THROUGH 57, RECORDS OF GRANT COUNTY, WASHINGTON, AT THE REQUEST OF COLUMBIA NORTHWEST ENGINEERING, P.S.

**CRESCENT RIDGE RANCH PHASE 3 MAJOR PLAT**  
FOR: CRESCENT RIDGE RANCH DEVELOPMENT COMPANY, LLC  
1645 SW MILLER CREEK ROAD, NORMANBY PARK, WA 98166-3326

**CRESCENT RIDGE RANCH PHASE 3 MAJOR PLAT**  
DATE OF SURVEY: JUNE 2021  
SETH H. BISHOP, P.L.S.  
REGISTRATION NO. 41285  
249 NORTH ELDER STREET  
HOES LAKE, WA 98057

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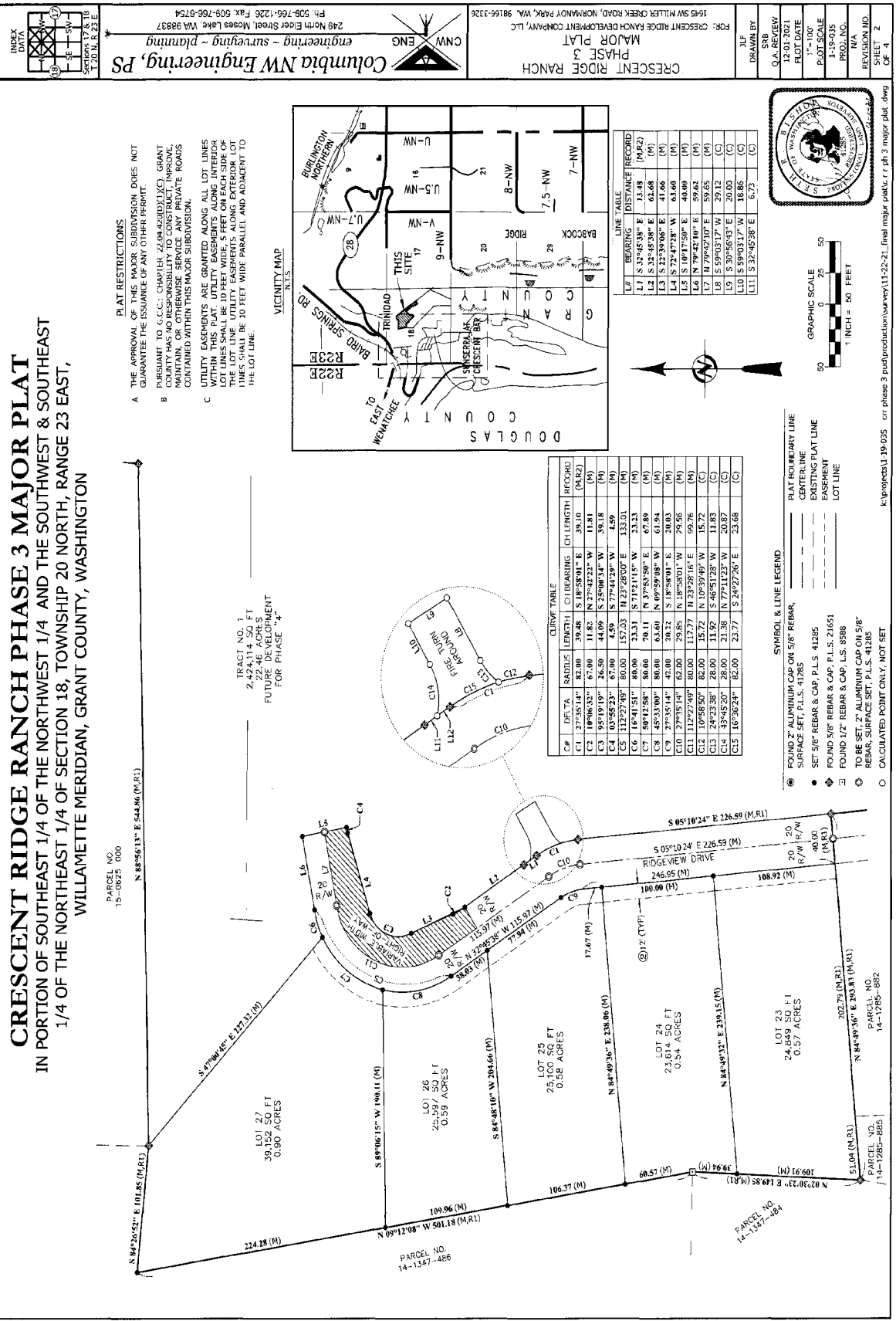
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1645 SW MILLER CREEK ROAD, NORMANBY PARK, WA 98166-3326

**CRESCENT RIDGE RANCH PHASE 3 MAJOR PLAT**  
FOR: CRESCENT RIDGE RANCH DEVELOPMENT COMPANY, LLC  
1645 SW MILLER CREEK ROAD, NORMANBY PARK, WA 98166-3326

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# 1463143

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**CRESCENT RIDGE RANCH PHASE 3 MAJOR PLAT**  
 IN PORTION OF SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTHWEST & SOUTHEAST  
 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 20 NORTH, RANGE 23 EAST,  
 WILLAMETTE MERIDIAN, GRANT COUNTY, WASHINGTON

PARCEL NO. 15-0625-000  
 N 88°56'13" E 544.86 (M.R.I.)

TRACT NO. 1  
 242.46 ACRES  
 FUTURE DEVELOPMENT  
 FOR PHASE "A"

LOT 27  
 38,152 SQ FT  
 0.90 ACRES

LOT 25  
 25,100 SQ FT  
 0.58 ACRES

LOT 24  
 23,614 SQ FT  
 0.54 ACRES

LOT 23  
 24,849 SQ FT  
 0.57 ACRES

PARCEL NO. 14-1547-486

**CLINE TABLE**

C#	DELTA	RADIUS	LENGTH	CH LENGTH	RECORD
C1	27°35'14"	82.00	39.46	S 18°58'01" E 354.10	(M.R.2)
C2	10°06'32"	67.00	11.82	N 27°42'22" W 11.81	(M)
C3	95°19'19"	26.50	44.09	S 25°00'34" W 361.81	(M)
C4	02°58'23"	67.00	4.59	S 77°41'39" W 4.59	(M)
C5	112°27'49"	80.00	157.53	N 23°28'00" E 133.01	(M)
C6	18°41'51"	80.00	23.31	S 71°21'15" W 23.23	(M)
C7	45°11'00"	80.00	11.11	N 09°50'08" E 67.88	(M)
C8	45°11'00"	80.00	43.41	N 09°50'08" E 204.03	(M)
C9	27°35'14"	82.00	20.32	S 18°58'01" E 29.56	(M)
C10	27°35'14"	82.00	29.85	N 18°58'01" E 99.76	(M)
C11	112°27'49"	80.00	117.77	N 23°28'16" E 15.72	(C)
C12	10°06'32"	67.00	15.72	N 10°39'49" W 11.83	(C)
C13	24°23'38"	26.00	11.92	S 46°51'28" W 20.87	(C)
C14	39°45'20"	26.00	21.38	N 77°11'23" W 20.87	(C)
C15	16°36'24"	82.00	23.77	S 24°27'26" E 23.68	(C)

**LINE TABLE**

L#	BEARING	DISTANCE	RECORD
L1	S 32°46'38" E	13.48	(M.R.2)
L2	S 32°46'38" E	61.68	(M)
L3	S 22°39'06" E	41.66	(M)
L4	S 72°47'38" W	61.66	(M)
L5	S 10°17'50" E	40.00	(M)
L6	N 78°23'10" E	59.62	(M)
L7	N 78°23'10" E	29.12	(C)
L8	S 69°03'17" W	20.00	(C)
L9	S 59°03'17" W	18.86	(C)
L10	S 59°03'17" W	18.86	(C)
L11	S 32°46'38" E	6.73	(C)

**PLAT RESTRICTIONS:**

A THE APPROVAL OF THIS MAJOR SUBDIVISION DOES NOT GUARANTEE THE ISSUANCE OF ANY OTHER PERMIT.

B PURSUANT TO G.C.C. CHAPTER 22.04(A)(2)(D)(3)(C), GRANT COUNTY HAS NO RESPONSIBILITY TO CONSTRUCT, IMPROVE, MAINTAIN, OR OTHERWISE SERVICE ANY PRIVATE ROADS CONTAINED WITHIN THIS MAJOR SUBDIVISION.

C UTILITY EASEMENTS ARE GRANTED ALONG ALL LOT LINES AND ARE TO BE 10 FEET WIDE. THE CENTER OF THE LOT LINES SHALL BE 10 FEET WIDE. 5 FEET ON EACH SIDE OF THE LOT LINE. UTILITY EASEMENTS ALONG EXTERIOR LOT LINES SHALL BE 10 FEET WIDE PARALLEL AND ADJACENT TO THE LOT LINE.

**SYMBOL & LINE LEGEND**

- FOUND 2" ALUMINUM CAP ON 5/8" REBAR.
- SURFACE SET, P.L.S. 41285
- SET 5/8" REBAR & CAP, P.L.S. 41285
- FOUND 5/8" REBAR & CAP, P.L.S. 21651
- FOUND 1/2" REBAR & CAP, P.L.S. 8586
- TO BE SET, 2" ALUMINUM CAP ON 5/8" REBAR, SURFACE SET, P.L.S. 41285
- CALCULATED POINT ONLY, NOT SET

**GRAPHIC SCALE**  
 1 INCH = 50 FEET

**INDEX DATA**  
 SECTORS 17 & 18  
 T. 20 N. R. 23 E.

**CRESCENT RIDGE RANCH PHASE 3 MAJOR PLAT**

FOR: CRESCENT RIDGE RANCH DEVELOPMENT COMPANY, LLC  
 1645 MILLER CREEK ROAD, NORMANDY PARK, WA, 98166-3236

MAJOR PLAT  
 PHASE 3  
 CRESCENT RIDGE RANCH

SRB  
 Q.A. REVIEW  
 12-01-2021  
 PLOT DATE  
 1"=100'  
 PLOT SCALE  
 15-01-03  
 REG. NO.  
 14-1485-882  
 REVISION NO.  
 SHEET 2  
 OF 4

k:\projects\11-19-025 - cr phase 3\pud\production\survey\11-25-21\_majr plat.r.r ph 3 major plat.dwg



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# 1463143

1463143 12/14/2023 10:09 AM PLAT  
2023-03-14 11:22:30 AM RECORDING  
COUNTY OF WASHINGTON  
COPY

# CRESCENT RIDGE RANCH PHASE 3 MAJOR PLAT

IN PORTION OF SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 20 NORTH, RANGE 23 EAST, WILLAMETTE MERIDIAN, GRANT COUNTY, WASHINGTON

**LEGAL DESCRIPTION**  
A.P.N. 14-1285-987

A PORTION OF SECTION 18, TOWNSHIP 20 NORTH, RANGE 23 EAST, W.M., GRANT COUNTY, WASHINGTON.

BEGINNING AT A BRASS CAP MONUMENT IN CORNER MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 18, SAID POINT BEARS SOUTH 81°30'48" WEST, 314.743 FEET FROM A U.S.B.R. BRASS CAP MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 17, ON THE EAST LINE OF SAID SECTION 18;

THENCE NORTH 01°30'43" EAST, 2827.98 FEET TO A FIVE-EIGHTHS INCH SURVEYOR'S PIN AND CAP MARKED L.S. 12491, KNOWN AS THE TRUE CENTER OF SECTION 18;

THENCE SOUTH 84°53'05" WEST, 46.25 FEET TO A ONE-HALF INCH SURVEYOR'S PIN AND CAP MARKED L.S. 8586;

THENCE NORTH 02°20'23" EAST, 523.09 FEET, TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 84°49'35" EAST, 293.82 FEET TO THE WESTERLY LINE OF TRACT "E" (RECREATIONAL AREA) OF THE CRESCENT RIDGE RANCH PHASE 2, P.L.D. PLAT MAP, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK 30 OF PLATS, PAGES 14-19, UNDER AUDITORS FILE NO. 1326633, RECORDS OF GRANT COUNTY, WASHINGTON;

THENCE ALONG THE WESTERLY AND SOUTHERLY BOUNDARIES OF SAID TRACT "E" THE FOLLOWING COURSES:

SOUTH 05°10'27" EAST 54.92 FEET TO THE BEGINNING OF A 122.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 48°45'04", A DISTANCE OF 303.81 FEET;

THENCE ON A TANGENT LINE SOUTH 53°55'28" EAST, 110.16 FEET TO THE BEGINNING OF A 595.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12°56'47", A DISTANCE OF 134.44 FEET;

THENCE ON A TANGENT LINE SOUTH 40°58'41" EAST, 334.73 FEET TO THE BEGINNING OF A 30.00 FOOT RADIUS CURVE CONCAVE TO THE NORTH;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 47.12 FEET;

THENCE ON A TANGENT LINE NORTH 49°01'19" EAST, 27.00 FEET TO THE BEGINNING OF A 55.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 41°29'16", A DISTANCE OF 39.83 FEET;

THENCE ON A TANGENT LINE NORTH 07°32'03" EAST, 209.05 FEET TO THE BEGINNING OF A 170.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 31°34'48", A DISTANCE OF 93.70 FEET;

THENCE ON A TANGENT LINE NORTH 39°05'48" EAST, 137.26 FEET;

THENCE DEPARTING FROM SAID WESTERLY AND SOUTHERLY BOUNDARIES OF SAID TRACT "E", ALONG THE WESTERLY BOUNDARY OF PARCEL 2, AS SHOWN UPON THE CRESCENT RIDGE RANCH PHASE 2 MAJOR PLAT, RECORDED IN BOOK 30 OF PLATS, PAGES 14-19, UNDER AUDITORS FILE NO. 1326633, RECORDS OF SAID COUNTY AND STATE,

THENCE CONTINUING NORTH 39°06'51" EAST, 50.69 FEET TO THE BEGINNING OF A 120.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 30°38'25", A DISTANCE OF 64.17 FEET;

THENCE ON A TANGENT LINE NORTH 69°45'16" EAST, 40.00 FEET;

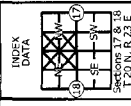
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 47.12 FEET;

THENCE ON A TANGENT LINE NORTH 70°14'44" WEST, 20.00 FEET;

THENCE NORTH 69°45'16" EAST, 40.00 FEET;

THENCE SOUTH 20°14'44" EAST, 110.81 FEET TO THE BEGINNING OF A 130.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 20°59'43", A DISTANCE OF 47.64 FEET;



**Columbia NW Engineering, PS**  
engineering ~ surveying ~ planning  
249 North Elder Street, Moses Lake, WA 98837  
Ph: 509-768-1228 Fax: 509-768-6754

**CNNW ENG**

**CRESCENT RIDGE RANCH**  
PHASE 3  
MAJOR PLAT

FOR: CRESCENT RIDGE RANCH DEVELOPMENT COMPANY, LLC  
1645 SW MILLER CREEK ROAD, NORMANDY PARK, WA 98166-3326

DATE	12.01.2021
Q.A. REVIEW	
DATE	12.01.2021
PLOT DATE	
SCALE	1"=100'
PLOT SCALE	1-19.035
PROJ. NO.	
R/A	
REVISION NO.	
DATE	

