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10/24/2003 02:42
Spokane Co, WA

Recording requested by
and, when recorded, mail to:

Genstar Land Company Northwest, LLC
c/o Newland Communities
16701 S.E. McGillivray Boulevard, Suite 150
Vancouver, Washington 98683

**THIRD AMENDMENT TO DECLARATION
OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
EAGLE RIDGE**

Grantor: (i.e., Declarant): Genstar Land Company Northwest, LLC

Grantee (i.e., Plat Name): Eagle Ridge First Addition; Eagle Ridge Second Addition;
Eagle Ridge Third Addition; Eagle Ridge Fourth Addition

Legal Description (abbreviated): Eagle Ridge First Addition, P.U.D., Eagle Ridge
Second Addition, P.U.D., Eagle Ridge Third Addition, P.U.D., and Eagle Ridge Fourth
Addition, P.U.D., Spokane County, Washington

Full Legal Description: Set forth in attached Exhibit A.

Assessor's Tax Parcel No(s): 34064.0053
34063.0024

Reference Numbers of Related Documents: Recording Nos. 9602050371, 4844804,
4945063 and 4977394

BK 1823 Pg 9

This Third Amendment ("Third Amendment") to Declaration of Protective
Covenants, Conditions, and Restrictions for Eagle Ridge is made this 13th day of
October, 2003, by Genstar Land Company Northwest, LLC, a Delaware limited liability
company, successor by merger of Genstar Land Company Northwest, a California
corporation (the "Declarant"). This Third Amendment is made with reference to the
following recitals, and these recitals shall constitute an integral part hereof.

Page 1. THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR EAGLE RIDGE

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RECITALS

A. A Declaration of Protective Covenants, Conditions and Restrictions for Eagle Ridge was recorded by Declarant on February 5, 1996, Recording No. 9602050371, Records of Spokane County, Washington, which was amended by the Amendment to Declaration of Protective Covenants, Conditions and Restrictions for Eagle Ridge recorded by Declarant on February 11, 2003, Recording No. 4844804, Records of Spokane County, Washington ("First Amendment"), and further amended by the Second Amendment to Declaration of Protective Covenants, Conditions and Restrictions for Eagle Ridge recorded by Declarant on August 13, 2003, Recording No. 4945063, Records of Spokane County, Washington ("Second Amendment"). The Declaration of Protective Covenants, Conditions and Restrictions for Eagle Ridge, the First Amendment and the Second Amendment described above are collectively referred to in this Third Amendment as the "Declaration." The real property currently subject to the Declaration is described in Exhibit A attached hereto and by reference made a part hereof.

B. Section 2.2 of the Declaration provides that Declarant, in its sole discretion, may annex to Eagle Ridge any adjacent property. Declarant desires to annex an additional phase of the Eagle Ridge Community as below described in this Third Amendment. This additional phase is adjacent to the property originally made subject to the Declaration and/or adjacent to a phase annexed hereunder.

C. Section 8.1(a) of the Declaration provides that the Declaration may be amended by Declarant alone for as long as Declarant owns at least ten percent (10%) of the total number of the Lots as defined therein. Other than for the annexation, this Third Amendment is being made by the Declarant alone pursuant to the foregoing provision of Section 8.1(a) of the Declaration.

AMENDMENT

NOW, THEREFORE, Declarant hereby adopts the following amendments to the Declaration:

1. **Annexation of Additional Property.** The real property described below is hereby annexed to Eagle Ridge and made subject to the Declaration:

Eagle Ridge Fourth Addition, a P.U.D., as per Plat recorded October 8, 2003, in Volume 29 of Plats (i.e. Plat Book 29), pages 20 and 21, Recording No. 4977394, situate in the City of Spokane, County of Spokane, State of Washington



The real property above described shall be held, sold, transferred, conveyed, hypothecated, mortgaged, encumbered, used, occupied and improved subject to the covenants, conditions, restrictions, easements, assessments and liens set forth in the Declaration. Declarant declares that there are no additional or different limitations, restrictions, covenants or restrictions with respect to the property annexed pursuant to this Third Amendment from the property originally subject to the Declaration.

2. **Restatement of First Amendment.** Sections 4.1 and 4.5 of the Declaration are amended by the First Amendment. The amendments to Sections 4.1 and 4.5 in the First Amendment are hereby repealed, deleted, superseded and restated in their entirety by the following amendments:

(a) Section 4.1 of the Declaration is hereby amended by adding the following sentence at the end of Section 4.1:

In addition to, and without limiting any of the foregoing restrictions, all basketball standards installed or constructed on any Lot that are visible from the street adjacent to such Lot shall be located either on or immediately adjacent to the driveway on such Lot; and, in addition thereto, basketball standards may be placed in the backyard of a Lot.

(b) Section 4.5 of the Declaration is amended by adding thereto the following subparagraph (d):

(d) In addition to the requirement of front yard landscaping set forth in subparagraph (a) above, all other landscaping must be completed within three (3) years from the date of occupancy of the Living Unit constructed thereon. In the event of undue hardship for any reason, this three (3) year period may be extended for a reasonable length of time upon written approval of the Architectural Control Committee. The requirements in subparagraph (a) as to drainage shall apply to all other landscaping as well.

3. **Eagle Ridge Boulevard.** Section 4.9 of the Declaration is amended by adding the following sentence at the end of Section 4.9:

The median in that part of Eagle Ridge Boulevard adjacent to Eagle Ridge shall be maintained by the Homeowners Association.

4. **Rules, Regulations and Sanctions.** Section 7 of the Declaration (Enforcement) is amended by adding thereto the following Section 7.7:

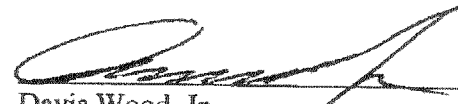


7.7 Rules Regulations and Sanctions. In addition to the rights and remedies above set forth in this Section 7, the Homeowners Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Property which is subject to or may hereafter be subject to this Declaration. Such rules and regulations may include sanctions for violations of rules and regulations and sanctions for violations of any of the provisions of this Declaration. Sanctions may include reasonable monetary fines. Failure to pay fines imposed by the Homeowners Association, through its Board of Directors, within thirty (30) days after the date of imposition shall be treated in the same manner and subject to the same enforcement and lien rights and procedures as failure to pay any assessment or other charges imposed under this Declaration against the Owner of a Lot, including, without limitation, the provisions of Section 7.2, 7.3, 7.4, 7.5 and 7.6.


5. **Effective Date.** The effective date hereof shall be the date of recording of this Third Amendment in Records of Spokane County, Washington. Declarant hereby certifies that this Third Amendment has been adopted in the manner required by the Declaration.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Third Amendment as of the date first written above.

 GENSTAR LAND COMPANY NORTHWEST, LLC,
a Delaware limited liability company

By: 

Davis Wood, Jr.,
Senior Vice President

By: 

Name: James H. McLennan
Vice President & C.E.O.

Title: _____

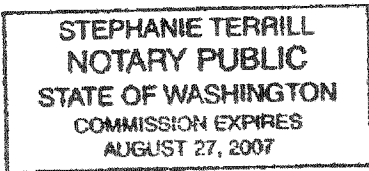
[Notary acknowledgments on the following page]



STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Davis Wood, Jr., is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as Senior Vice President of GENSTAR LAND COMPANY NORTHWEST, LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

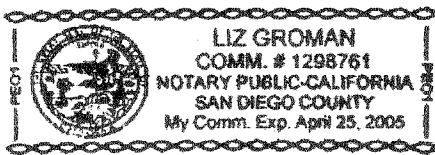
DATED: October 13, 2003.



Stephanie Terrill
Notary Public in and for the State of Washington
Residing at: WARRICKER, WA
My appointment expires: August 27, 2007

STATE OF CALIFORNIA)
) ss.
County of SAN DIEGO)

On October 17, 2003, before me, LIZ GROMAN,
notary public, personally appeared James H. McLennan,
personally known to me (or ~~proved to me on the basis of satisfactory evidence~~) to be the
person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me
that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by
his/~~her/their~~ signature(s) on the instrument the person(s), or entity upon behalf of which the
person(s) acted, executed the instrument.



WITNESS my hand and official seal

Signature

Liz Groman



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10/24/2003 GC-TL
Spokane Co., WA

EXHIBIT A

- Eagle Ridge, a P.U.D., as per Plat recorded in Volume 23 of Plats, page 75, situate in the City of Spokane, County of Spokane, State of Washington
- Eagle Ridge First Addition, a P.U.D., as per Plat recorded in Volume 24 of Plats, page 87, situate in the City of Spokane, County of Spokane, State of Washington
- Eagle Ridge Second Addition, a P.U.D., as per Plat recorded in Volume 27 of Plats, page 47, situate in the City of Spokane, County of Spokane, State of Washington
- Eagle Ridge Third Addition, a P.U.D., as per Plat recorded in Volume 27 of Plats, page 90, situate in the City of Spokane, County of Spokane, State of Washington
- Eagle Ridge Fourth Addition, a P.U.D., as per Plat recorded in Volume 29 of Plats, pages 20 and 21, situate in the City of Spokane, County of Spokane, State of Washington

Exhibit A
to Third Amendment to Declaration of Protective Covenants,
Conditions and Restrictions for Eagle Ridge
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