

# STATE OF WASHINGTON



## SECRETARY OF STATE

I, *SAM REED*, Secretary of State of the State of Washington and custodian of its seal,

hereby issue this

### CERTIFICATE OF INCORPORATION

to

### RIVER CROSSING OWNERS' ASSOCIATION

A Washington Non-Prof it Corporation. Articles of Incorporation were filed for record in this office on the date indicated below

UBI Number: 602 249 891

Date: November 18, 2002



*Given under my hand and the Seal of the State of Washington at Olympia, the State Capital*

A handwritten signature in cursive script that reads "Sam Reed".

*Sam Reed, Secretary of State*

When recorded return to:

Greenstone Corporation  
1421 N. Meadowwood Ln. Ste. 200  
Liberty Lake, WA. 99019

DECLARATION OF ANNEXATION FOR  
RTVERCROSSING LIBERTY LAKE,  
WASHINGTON

Tax Parcel Number 55084.9013 &  
55084.9014  
Ptn. SE Qtr. S8 R45 EWM

Declarant: Greenstone Corporation

DATED: February 10, 2004

**DECLARATION OF ANNEXATION  
FOR  
RIVERCROSSING P.U.D.**

This Declaration of Annexation ("Annexation"), is made on the date hereinafter set forth, by GREENSTONE CORPORATION, a Washington Corporation; ("Declarant"), with reference to the following facts:

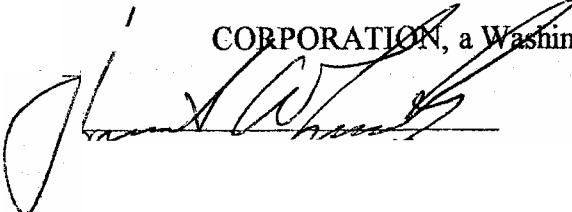
- A. Declarant is the owner of a certain tract of land located in Spokane County, Washington, which property is more particularly described as RTVERCROSSING, a Planned Unit Development.
- B. The Plat was recorded on December 12, 2002 and the legal description is Ptn SE Qtr S8 T25N R45 EWM, Spokane County, Washington.
- C. Declarant intends to incorporate the annexation property into a common plan of development for "Rivercrossing Owners Association" and GREENSTONE CORPORATION intends to improve the annexation property by constructing certain residential improvements and related facilities.
- D. Declarant intends by this document to impose upon the annexation property the mutually beneficial restrictions imposed by the Declaration of Protective Covenants for Rivercrossing Addition, as recorded under Auditor's Document No. 4920237, and by this reference said document is incorporated herein.

Declarant hereby declares that the annexation property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Meadowwood, The Meadows, incorporated herein, all of which is for the purpose of enhancing and protecting the value and attractiveness of the annexation property. All of said limitations, covenants, conditions, restrictions, and easements shall constitute covenants which shall run with the land and shall be perpetually binding upon Declarant and their successors-in-interest and assigns, and all parties having or acquiring any right, title or interest in or to any part of the annexation property.

The undersigned, being the Declarant herein, has executed this Declaration.

DECLARANT:

GREENSTONE CORPORATION, a Washington corporation  
Jason S. Wheaton, President

  
CORPORATION, a Washin;

STATE OF

WASHINGTON COUNTY

OF SPOKANE

On this 10<sup>th</sup> day of February, 2004 before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared JASON S. WHEATON, to me known to be the President of GREENSTONE CORPORATION, the Washington corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed (if any) is the corporation seal of said corporation given under my hand and official seal the day and year first above written.

Charity A. Smith

NOTARY PUBLIC, in and for the State of Washington residing at Post Falls.

My commission expires May 9, 2004.

**AMENDED BYLAWS OF  
HOMEOWNERS MANUAL  
River Crossing Home Owners Association  
Revised: January 2006**

Including revised collection of dues policy and covenant violation policy

**a. Revised Collection Policy**

Association Dues are billed semi-annually and **due** (received on or before) **February 28 and August 31<sup>st</sup>**.

If any part of any assessment is not paid and received by the Association on or before the due date, your account will be charged the following:

- Late charge of twenty five (\$25.00) dollars each month the assessment is not paid in full; and
- Compound interest at the rate of 15 percent annually will be charged on the assessments and late charges.
- Return checks will be subject to a \$40.00 fee

Each unpaid assessment shall constitute a lien on the respective real property prior and superior to all other liens except: 1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto; and 2) the lien or charges of any mortgage of record made in good faith and for value. Such lien, when delinquent, may be enforced by foreclosure and sale by the Association, its attorney, or any other person authorized by this Declaration or by law to make the sale, after failure of the Owner to pay such Assessments, in accordance with the provisions of applicable law to the exercise of powers of sale in deed of trust, or by judicial foreclosures as a mortgage, or in any other manner permitted by law.

- You will receive notice of the lien if assessments are 60 day or more past due; and a \$50 fee will be added if we have to proceed with the intent to lien process.
- A lien will be recorded if assessments are 90 days or more past due, & over \$500. The lien fees are \$125.00
- Foreclosure and/or litigation will be initiated if assessments are 180 days or more past due. If such action becomes necessary, all fees and costs incurred will be sought; including a \$150 initial legal processing fee.
- Any monies paid which do not cover all past due assessments plus late charges and other penalties will be applied in the following priority unless specifically designated otherwise:
  1. Assessments;
  2. Late Fees;
  3. Other fines and penalties;
  4. Attorney fees and costs; and
  5. Interest.

The Association, acting on behalf of the property owner, shall have the power to bid for any property at the foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. The foreclosing party shall have the right to reduce or eliminate any redemption rights of the defaulting owner as allowed by law. Suit to ^ recover a money judgment for unpaid assessments, rents and/or attorney fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may impose reasonable monetary penalties including actual attorney fees and costs and may temporarily suspend the Association membership rights of any owner who is in default in payment of any assessment, after notice and hearing according to the Bylaws.

**b. Revised Covenant Violation Policy.**

If you are in violation of any covenant you will receive a courtesy notice of violation in the mail. If you correct the violation within the time noted in your Notice of Violation letter, the issue will be considered resolved.

If you fail to correct the violation within the time allowed, you will receive a final notice of violation letter. If you continue to fail to correct the violation you will receive an initial notice of fine. The schedule of fines is as follows:

First violation:	\$100.00
Second similar violation:	\$250.00
Third similar violation:	\$500.00
Fourth and subsequent similar violation:	\$ 1,000.00

The above fines are significant due to the abundant homeowners that voted unanimously to have the CC&R's followed, and a fine system adopted. Property values are maintained and elevated when neighborhoods are complying with the Rules & Regulations set by the Association members and the Board. This continues to preserve the aesthetic value of your neighborhood, as well as maintaining a healthy and abundant living environment. We hope that all will recognize the good intentions and comply without due process.

If you dispute the fine/violation, you will have fourteen (14) days within which to request a hearing. If you fail to do so, your right to dispute the fine will be deemed waived and the fine will be final. If you request a hearing, the violation and fine will be determined at a hearing of the Board, and the Board's decision shall be final. Unpaid fines will be sent to an attorney for collection. Said collection will also result in attorney fees and costs being charged to you. To request a Hearing, contact the Property Manager at 509-252-7507 ext 220.

When recorded return to:

Rivercrossing, LLC

ORIGINAL FILED OR RECORDED

Liberty Lake, WA. 99019

**DECLARATION OF ANNEXATION**  
**FOR**  
**RIVER CROSSING FIRST ADDITION**  
**SPOKANE COUNTY, WASHINGTON**

Tax Parcel Number; Ptn of 55084.9074 (Segregation Pending)

Declarant: Rivercrossmg, LLC

DATED: July 1, 2004

DECLARATION OF ANNEXATION  
FOR  
RIVER CROSSING FIRST ADDITION

This Declaration of Annexation ("Annexation"), is made on the date hereinafter set forth, by RIVERCROSSING, LLC, a Washington Limited Liability Company; ("Declarant"), with reference to the following facts:

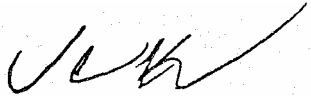
- A. Declarant is the owner of a certain tract of land located in Spokane County, Washington, which property is more particularly described as RIVER CROSSING, a Planned Unit Development.
- B. The Plat was recorded on July 14<sup>th</sup> 2004 and the legal description is Lots 1 through 6 in Block 1; Lots 1-11 in Block 2; Lots 1-11 in Block 3; Lots 1 and 2 in Block 4; Lots 1 through 27 in Block 5; Lots 1 and 2 in Block 6 and Lot 1 in Block 7 of RIVER CROSSING 1st ADDITION, AS PER PLAT RECORDED IN VOLUME 29 OF PLATS, PAGES 90 AND 91, SITUATE IN SPOKANE COUNTY. STATE OF WASHINGTON.
- C. Declarant intends to incorporate the annexation property into a common plan of development for "River Crossing Owners' Association" and RIVERCROSSING, LLC intends to improve the annexation property by constructing certain residential improvements and related facilities.
- D. Declarant intends by this document to impose upon the annexation property the mutually beneficial restrictions imposed by the Declaration of Protective Covenants for River Crossing, as recorded under Auditor's Document No. 4920237, and by this reference said document is incorporated herein.

Declarant hereby declares mat the annexation property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for River Crossing P.U.D., incorporated herein, all of which is for the purpose of enhancing and protecting the value and attractiveness of the annexation property. All of said limitations, covenants, conditions, restrictions, and easements shall constitute covenants which shall run with the land and shall be perpetually binding upon Declarant and their successors-in-interest and assigns, and all parties having or acquiring any right, title or interest in or to any part of the annexation property.  
The undersigned, being the Declarant herein, has executed this Declaration.

DECLARANT:

RIVERCROSSING, LLC, a Washington Limited Liability Company

BY:

  
\_\_\_\_\_  
James M. Frank, Manager



STATE OF WASHINGTON  
COUNTY OF SPOKANE

On this 7<sup>th</sup> day of September, 2004, before me, the undersigned, a Notary Public in and *for* the State of Washington, personally appeared JAMES M. FRANK, to me known to be the Manager of RIVERCROSSING, LLC, the Washington Limited Liability Company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Limited Liability Company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed (if any) is the Limited Liability Company seal of said Limited Liability Company given under my hand and official seal the day and year first above written.

Charity A. Smith

NOTARY PUBLIC, in and for the State of Washington residing in Post Falls,

My commission expires: May 9, 2008.

When recorded return to:  
River Crossing Homeowners  
Association 1421 N. Meadowwood  
Ln. Ste. 200 Liberty Lake, WA  
99019

### **Notice of Assessment Lien**

Notice is hereby given that River Crossing Homeowners Association, a Washington nonprofit corporation (the "Association"), pursuant to the authority reserved to such Association in Article 6 of that certain Declaration of Covenants, Conditions, Restrictions and Reservation of easements (the "Declaration") for River Crossing, a Planned Unit Development, Spokane County, Washington (the "Project"), which Declaration was recorded July 3, 2003, as Document No. 4920237, records of Spokane County, Washington, has imposed and does hereby impose upon each lot within jurisdiction of the Association, an assessment in the amount of \$100.00, which assessment shall be secured by a continuing lien on each such lot.

For purposes of this Notice, a Lot shall be deemed to be within the jurisdiction of the Association, if such Lot shall be included within the property encumbered by the original Declaration or within any Declaration of Annexation of an additional Phase to the Project. All such encumbered property is described on Exhibit "A" attached hereto and incorporated herein by this reference. However, this lien shall not encumber any property that shall not have been brought within the Project and the jurisdiction of the Association by recordation of the Declaration or a Declaration of Annexation-

The Board of Directors of the Association has determined that a need exists to provide accurate information about the Project to new purchasers of Lots. Upon payment of the assessment described herein, each new purchaser shall receive and ownership manual, containing general information about the Project and copies of the current documentation relating to the project (including without limitation the Declaration, and Declaration of Annexation, and the Articles of Incorporation and Bylaws of the Association).

Recognizing that the perceived need for the Project manual applies to resales of Lots, and not to the initial sales of Lots by the Declarant or Developers (as those terms are defined in the Declaration), the Board of Directors of the Association has determined that this assessment lien shall not apply to the Declarant or to any Developer of Lots, which shall be responsible for providing the information in the manual at their own expense and as part of the cost of developing the Project.

Payment of the Assessment described herein shall be the responsibility of the seller of the Lot. This lien shall be a continuing lien. Following payment in connection with any sale, the lien shall again attach with respect to the Lot for any subsequent sale.

The priority and enforcement of the lien created hereby shall be governed by Article 6 of the Declaration, as it may be amended from time to time.

DATED this 8<sup>th</sup> day of December, 2004

**RIVER CROSSING HOMEOWNERS ASSOCIATION**

A Washington non-profit corporation

By: James M. Frank, President

STATE OF WASHINGTON

COUNTY OF SPOKANE

On this 8<sup>th</sup> day of December 2004, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared JAMES M. FRANK, to me known to be the President of RIVER CROSSING HOMEOWNERS ASSOCIATION, the Washington corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed (if any) is the corporation seal of said corporation given under my hand and official seal the day and year first above written

Charity A. Smith

NOTARY PUBLIC, in and for the State of Washington residing at Post Falls,

My commission expires May 9, 2008

**Exhibit A**

Lots 1 through 25 in Block 1; Lots 1 through 13 in Block 2; Lots 1 through 10 in Block 3 of RIVER CROSSING, PUD as per plat thereof recorded in Book 28, pages 74 and 75.

Lots 1 through 6 in Block 1; Lots 1 through 11 in Block 2; Lots 1 through 11 in Block 3; Lots 1 through 2 in Block 4; Lots 1 through 27 in Block 5; Lots 1 and 2 in Block 6 and Lot 1 in Block 7 of RIVER CROSSING FIRST ADDITION as per plat thereof recorded in Book 29, pages 90 and 91.

Situate in the County of Spokane, State of Washington.