



After recording return to:

BRIAN C. BALCH
LAYMAN, LAYMAN & ROBINSON, PLLP
601 S. DIVISION STREET
SPOKANE, WA 99202-1335

Reference # (if applicable): 5572084, 5648003
Grantor(s): (1) Viking Construction, Inc.
(2) Sandy Ridge First Homeowners Association
Grantee(s): (1) Sandy Ridge First Homeowners Association (2) The Public
Additional Grantor(s) on pg. _____ Additional Grantee(s) on pg. _____
Legal Description (abbreviated): Ptn. 31-26-44 SW 1/4
Additional legal(s) on page _____
Assessor's Tax Parcel ID# 46313.2506

SM2421

4, 5

**SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION
OF SANDY RIDGE FIRST ADDITION**

This Second Amendment to Amended and Restated Declaration of Sandy Ridge First Addition ("Second Amendment") amends that certain instrument entitled Second Amendment to Declaration Establishing Covenants, Conditions, and Restrictions for Sandy Ridge, which according to its provisions serves as an Amended and Restated Declaration for Sandy Ridge First Addition ("Amended and Restated Declaration") which Amended and Restated Declaration was recorded August 8, 2007 under Spokane County, Washington Auditor's Recording No. 5572084, as previously amended by First Amendment to Amended and Restated Declaration of Sandy Ridge First Addition ("First Amendment") recorded March 4, 2008 under Spokane County, Washington Auditor's Recording No. 5648003. The Amended and Restated Declaration is further amended by this Second Amendment, as follows:

1. Section 4.4 in the Amended and Restated Declaration is amended in its entirety to read as follows:

4.4 Vehicle and Equipment Restrictions. None of the following vehicles, whether personal or recreational, shall be allowed to be kept or stored on any Building Lot in any location which is not enclosed in a garage

permitted on the Building Lot: travel trailer, camper, motor home, recreational vehicle, boat and trailer, commercial vehicle, bus, or truck (except for purposes of loading and unloading of passengers or personal property). No inoperable automobile, and no vehicle which is in an extreme state of disrepair, shall be permitted to remain upon any Building Lot, dedicated street or other area within Sandy Ridge First Addition, other than temporarily for emergency repairs, unless placed or maintained within an enclosed garage. Commercial vehicles shall not include sedans, service vans or standard size pickup trucks that are used for both business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be reasonably unobtrusive and inoffensive. No noisy or smoky vehicle shall be operated on Sandy Ridge First Addition. No off-road unlicensed motor vehicle shall be maintained or operated within Sandy Ridge First Addition, except as reasonably necessary to the execution and the rights and duties of Grantor under this Declaration. No goods, equipment, material, supplies or vehicles used in connection with any trade, service, or business whenever conducted, shall be kept parked, stored, dismantled, or repaired outdoors on any Building Lot, or any dedicated street within Sandy Ridge First Addition.

No vehicles may be kept or parked on a permanent basis on any of the streets within Sandy Ridge First Addition.


Notwithstanding the foregoing, the Architectural Committee shall have discretion, under circumstances it determines in its sole discretion to be extraordinary, to authorize an Owner to keep a recreational vehicle or similar item on a portion of a Building Lot within a side lot or rear lot area, so long as reasonably screened from view and in accordance with other criteria that may be approved by the Architectural Committee in its sole discretion. As of the date of this Amendment, permission has been or is being granted to one Owner in connection with one Building Lot only within the Property. It is not contemplated that further permission will be granted.

2. Except as amended by this Second Amendment, the Amended and Restated Declaration, as previously amended by the First Amendment, shall remain unchanged.

3. This Amendment is effective as of August 13, 2009 and has been approved by written consent of owners representing more than 2/3 of the votes of Owners of Building Lots, including Declarant.

GRANTORS:

VIKING CONSTRUCTION, INC.

By: 
Printed Name: Wendell Olson
Title: President

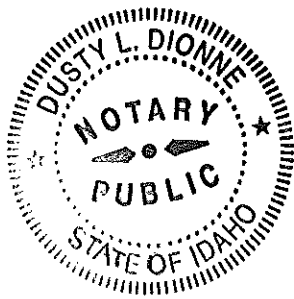
ROBERT ROBARGE

ELAINE ROBARGE

STATE OF)
)ss.
COUNTY OF)

On this 23 day of June 2009 before me, the undersigned, a Notary Public in and for the State of Idaho, duly commissioned and sworn, personally appeared Wendell Olson to me known to be the President of VIKING CONSTRUCTION, INC., a Washington corporation, the corporation that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Dusty L. Dionne
NOTARY PUBLIC in and for the State
of Idaho, residing at Coeur d'Alene
My commission expires: 9/2/2009.
Dusty L Dionne
Printed Name

STATE OF WASHINGTON)
)ss.
COUNTY OF SPOKANE)

On this day personally appeared before me ROBERT ROBARGE and ELAINE ROBARGE to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

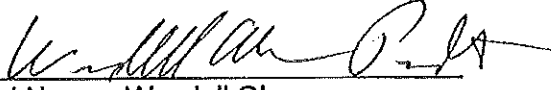
GIVEN under my hand and official seal this _____ day of _____ 2009.

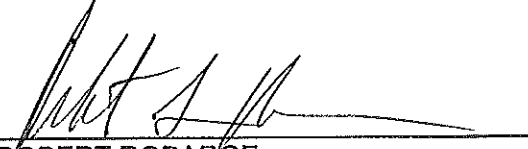
NOTARY PUBLIC in and for the State
of _____, residing at _____
My commission expires: _____.

Printed Name

GRANTORS:

VIKING CONSTRUCTION, INC.

By: 
Printed Name: Wendell Olson
Title: President

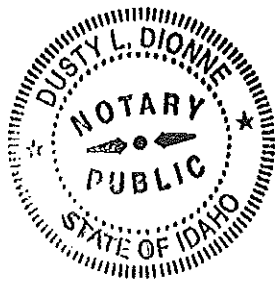

ROBERT ROBARGE


ELAINE ROBARGE

STATE OF)
)ss.
COUNTY OF)

On this 23 day of June 2009 before me, the undersigned, a Notary Public in and for the State of Idaho, duly commissioned and sworn, personally appeared Wendell Olson to me known to be the President of VIKING CONSTRUCTION, INC., a Washington corporation, the corporation that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

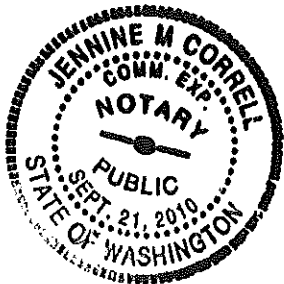


Dusty L. Dionne
NOTARY PUBLIC in and for the State
of Idaho, residing at Coeur d'Alene
My commission expires: 9/2/2009
Dusty L. Dionne
Printed Name

STATE OF WASHINGTON)
)ss.
COUNTY OF SPOKANE)

On this day personally appeared before me ROBERT ROBARGE and ELAINE ROBARGE to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13th day of August 2009.



Jennine Correll
NOTARY PUBLIC in and for the State
of WA, residing at BANILDEF America
My commission expires: 9/21/10
Jennine Correll
Printed Name