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MAY 08 2007

COUNTY AUDITOR  
SPOKANE COUNTY WA

# 5533121

RECORDING REQUESTED BY  
AND WHEN RECORDED, MAIL TO:

LUKINS & ANNIS, P.S.  
717 W. Sprague Ave.  
1600 Washington Trust Financial Center  
Spokane, Washington 99201

Attention: Paul M. Davis

**FIRST AMENDMENT TO  
DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
BIG TROUT CONDOMINIUMS  
SPOKANE COUNTY, WASHINGTON**

Grantor(s): Big Trout Conversion, LLC, a Washington limited liability company,  
as Declarant

Grantee(s): Big Trout Condominium Association, a Washington nonprofit  
corporation

*Reference NO:* 5528179

Abbreviated Legal Description: PTN OF LTS 1, 2, 3, 6, & 7, BLK 4, HOMESTEAD THE  
COTTAGES 3<sup>RD</sup> ADD., PUD, VOL. 23, P. 22, NE 1/4 OF SECTION  
15, T. 25 N., R. 45 E., W.M.

Assessor's Tax  
Parcel ID Number: 55151.2722, 55151.2721

**FIRST AMENDMENT TO  
DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
BIG TROUT CONDOMINIUMS  
SPOKANE COUNTY, WASHINGTON**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("First Amendment") is made as of the 7th day of May, 2007, by Big Trout Conversion, LLC, a Washington limited liability company ("Declarant"), and by Big Trout Condominium Association, a Washington non-profit corporation ("Association") with reference to the following facts:

A. Declarant has established the entire real property being legally described on Exhibit "A", attached hereto and incorporated by this reference ("Property"), as a residential condominium regime under the provisions of the Washington Condominium Act (R.C.W. Chapter 64.34), which condominium is known as the "Big Trout Condominiums," by the execution and recordation of a Declaration of Covenants, Conditions and Restrictions of Big Trout Condominiums ("Declaration") and a survey map and plans of the Condominium ("Survey/Plan") (the Declaration and Survey/Plan collectively referred to as the "Condominium Documents") which were recorded with the Spokane County Auditor in the real property records of Spokane County, Washington on April 27, 2007, under the respective recording numbers 5528179 and 5528178.

C. After obtaining the approval of ninety percent of the votes of the members of the Association, Declarant and Association intend by this document to amend the Condominium Documents by amending, in its entirety, the former Survey/Plan and replacing the former Survey/Plan with the new Survey/Plan that is being recorded herewith.

NOW, THEREFORE, the Declarant and the Association hereby amend the Declaration as follows:

1. The former Survey/Plan recorded in the real property records of Spokane County, Washington on April 27, 2007 under recording number 5528178 is hereby amended and replaced in its entirety by the Survey/Plan being recorded herewith in the real property records of Spokane County, Washington under the Spokane County Auditor's file number 5533122 in Book 9 on Pages 294 through 32A.

2. Except as provided in Section 1 of this First Amendment, the terms and provisions of the Declaration shall remain in full force and effect and shall be unmodified. Any future reference to the Declaration will be deemed to be a reference to the Declaration as amended by this First Amendment.

The undersigned, being the Declarant and Association, have executed this First Amendment effective as of the date set forth above.

ASSOCIATION

BIG TROUT CONDOMINIUM ASSOCIATION, a Washington non-profit corporation

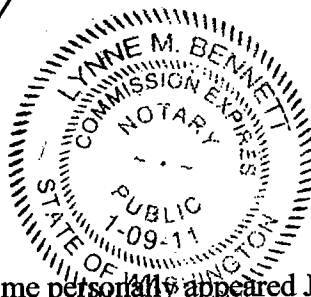
By: [Signature]  
JASON S. WHEATON, President

DECLARANT:

BIG TROUT CONVERSION, LLC, a Washington limited liability company

By: [Signature]  
JASON S. WHEATON, Manager

STATE OF Washington )  
County of Spokane ) :ss.



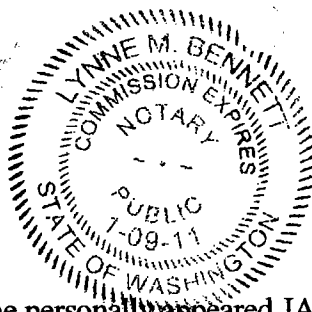
On this 8<sup>th</sup> day of May, 2007, before me personally appeared JASON S. WHEATON, to me known to be the MANAGER of BIG TROUT CONVERSION, LLC, the company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said company.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

[Signature]  
Notary Public (Signature)  
Lynne M. Bennett  
(Print Name)

My Commission Expires 1-9-2011

STATE OF Washington )  
County of Spokane ) :ss.



On this 8<sup>th</sup> day of May, 2007, before me personally appeared JASON S. WHEATON, to me known to be the PRESIDENT of BIG TROUT CONDOMINIUM ASSOCIATION, the corporation that executed the 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 was authorized to execute the said instrument on behalf of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

Lynne M. Bennett  
Notary Public (Signature)

Lynne M. Bennett  
(Print Name)

My Commission Expires 1-9-2011

**EXHIBIT "A" TO  
FIRST AMENDMENT OF  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
BIG TROUT CONDOMINIUMS**

**LEGAL DESCRIPTION OF PROPERTY**

Real property in the County of Spokane, State of Washington, described as follows:

PORTIONS OF LOTS 1, 2, 3, 6 AND 7 IN BLOCK 4 OF HOMESTEAD – THE COTTAGES THIRD ADDITION, A PLANNED UNIT DEVELOPMENT PER FINAL PLAT THEREOF RECORDED IN VOLUME 23 OF PLATS, PAGES 22 THROUGH 24, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7, BLOCK 4, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE HOMESTEAD DRIVE; THENCE S79°04'58"W ALONG THE SOUTH LINE OF SAID LOT 7, BLOCK 4 A DISTANCE OF 163.39 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7, BLOCK 4, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY VISTA DRIVE AND ALSO A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 761.50 FEET (FROM WHICH POINT A RADIAL LINE BEARS S68°05'34"W); THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°59'28" AN ARC DISTANCE OF 597.96 FEET; THENCE N46°47'07"E A DISTANCE OF 48.00 FEET; THENCE N49°16'31"E A DISTANCE OF 30.90 FEET; THENCE N40°19'14"E A DISTANCE OF 19.19 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 7, BLOCK 4 FROM WHICH POINT THE NORTHWEST CORNER OF SAID LOT 7, BLOCK 4 BEARS N02°56'04"W A DISTANCE OF 266.98 FEET; THENCE CONTINUING N40°19'14"E A DISTANCE OF 26.29 FEET; THENCE N16°36'22"E A DISTANCE OF 204.92 FEET; THENCE S88°21'52"E A DISTANCE OF 70.07 FEET; THENCE N00°51'43"E A DISTANCE OF 41.42 FEET; THENCE N47°37'01"E A DISTANCE OF 29.84 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 7, BLOCK 4 FROM WHICH POINT THE NORTHWEST CORNER OF SAID LOT 7, BLOCK 4 BEARS S87°03'56"W A DISTANCE OF 182.20 FEET; THENCE CONTINUING N47°37'01"E A DISTANCE OF 8.24 FEET THENCE N03°39'53"E A DISTANCE OF 173.19 FEET; THENCE N32°33'56"W A DISTANCE OF 19.15 FEET; THENCE N04°27'27"E A DISTANCE OF 79.49 FEET; THENCE N32°05'32"W A DISTANCE OF 24.70 FEET; THENCE S73°50'34"W A DISTANCE OF 62.37 FEET; THENCE N87°04'28"W A DISTANCE OF 64.95 FEET; THENCE N82°41'03"W A DISTANCE OF 198.53 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2, BLOCK 4 FROM WHICH POINT THE NORTHWEST CORNER BEARS N02°56'04"W A DISTANCE OF 457.99 FEET; THENCE CONTINUING

N82°41'03"W A DISTANCE OF 158.84 FEET; THENCE N06°29'50"E A DISTANCE OF 74.32 FEET; THENCE N83°00'51"V A DISTANCE OF 25.27 FEET; THENCE N05°40'12"E A DISTANCE OF 73.34 FEET; THENCE S83°45'09"E A DISTANCE OF 108.59 FEET; THENCE N22°49'18"E A DISTANCE OF 37.73 FEET; THENCE N04°46'00"W A DISTANCE OF 99.41 FEET; THENCE N77°40'40"E A DISTANCE OF 13.74 FEET; THENCE N07°51'41"W A DISTANCE OF 18.22 FEET; THENCE N85°01'07"E A DISTANCE OF 25.65 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2, BLOCK 4 FROM WHICH POINT THE NORTHWEST CORNER BEARS N02°56'04"W A DISTANCE OF 142.21 FEET; THENCE CONTINUING N85°01'07"E A DISTANCE OF 59.68 FEET; THENCE N04°07'03"W A DISTANCE OF 29.32 FEET; THENCE N18°13'46"W A DISTANCE OF 22.22 FEET; THENCE N04°44'47"W A DISTANCE OF 89.37 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2, BLOCK 4 FROM WHICH POINT THE NORTHWEST CORNER OF SAID LOT 2, BLOCK 4 BEARS S87°03'56"W A DISTANCE OF 50.35 FEET, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MISSION AVENUE; THENCE ALONG THE NORTH LINE OF SAID LOT 2, BLOCK 4 THE FOLLOWING (7) SEVEN COURSES:

- 1.) N87°03'56"E A DISTANCE OF 81.65 FEET
  - 2.) S02°56'04"E A DISTANCE OF 80.00 FEET
  - 3.) N87°03'56"E A DISTANCE OF 50.00 FEET
  - 4.) N02°56'04"W A DISTANCE OF 54.00 FEET
  - 5.) N87°03'56"E A DISTANCE OF 30.00 FEET
  - 6.) N02°56'04"W A DISTANCE OF 26.00 FEET
  - 7.) N87°03'56"E A DISTANCE OF 238.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 4, THENCE N87°03'56"E ALONG THE NORTH LINE OF SAID LOT 1, BLOCK 4 A DISTANCE OF 127.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 31.42 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF HOMESTEAD DRIVE; THENCE S02°56'04"E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1504.88 FEET TO THE POINT OF BEGINNING.
- SITUATE IN THE CITY OF LIBERTY LAKE, SPOKANE COUNTY, WASHINGTON.



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Spokane Co, WA

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AND WHEN RECORDED, MAIL TO:

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717 W. Sprague Ave.  
1600 Washington Trust Financial Center  
Spokane, Washington 99201

Attention: Paul M. Davis

*1001399 MSA*

**DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
BIG TROUT CONDOMINIUMS**

**SPOKANE COUNTY, WASHINGTON**

Grantor(s): Big Trout Conversion, LLC, a Washington limited liability company,  
as Declarant

Grantee(s): Big Trout Condominium Association, a Washington nonprofit  
corporation

Abbreviated Legal  
Description:

PTN OF LTS 1, 2, 3, 6, & 7, BLK 4, HOMESTEAD THE  
COTTAGES 3<sup>RD</sup> ADD., PUD, VOL. 23, P. 22

*Add legal on Exhibit B / NE 1/4 of Sec 15 25 N. 45 E  
W.M.*

Assessor's Tax  
Parcel ID Number:

55151.2722, 55151.2721



LUKINS & ANNIS PS

CONDEC \$75.00

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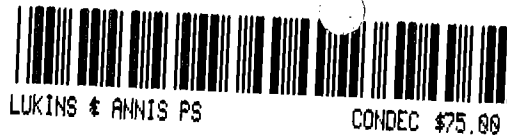
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EXHIBIT "A" Description of Units

EXHIBIT "B" Legal Description of Property



**DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
BIG TROUT CONDOMINIUMS  
SPOKANE COUNTY, WASHINGTON**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (“Declaration”), is made on the date hereinafter set forth, by Big Trout Conversion, LLC, a Washington limited liability company (“Declarant”), with reference to the following facts:

A. Declarant is the owner of that certain residential apartment complex located in Spokane County, Washington, consisting of fourteen (14) two or three (2 or 3) story buildings, for a total of two hundred twenty-four (224) Units, with the entire real property being legally described on Exhibit “B”, attached hereto and incorporated by this reference (the “Property”).

B. Declarant desires to convert and establish the Property as a residential condominium regime under the provisions of the Washington Condominium Act (R.C.W. Chapter 64.34), which condominium will be known as the “Big Trout Condominiums.” The Property consists of Units of wood-frame construction, with vinyl siding and composition roof, with each residential Unit having, in addition to the living space, rights in various common facilities.

C. The Owner of each Unit receives title to an individual space, plus an interest as tenant in common in proportion to the Unit’s Allocated Interest in the Common Elements. Each Unit shall also have appurtenant to it certain additional rights, including rights of membership in the Big Trout Condominium Association, a Washington nonprofit corporation formed to govern the Property, and exclusive rights in certain portions of the Common Elements, referred to herein as Limited Common Elements. Only the Association has the power to convey any interest in the Common Elements, as set forth in this Declaration.

D. Several of the particulars relating to each Unit are described more fully on Exhibit “A”, attached hereto and incorporated by this reference. As required by R.C.W. Section 64.34.216, Exhibit “A” sets forth, with respect to each Unit, the designation of the Unit, the approximate square footage, the number of bathrooms, the number of bedrooms, the level on which the Unit is located, and the undivided interest in the Common Elements (“Allocated Interest”) attributable to the Unit. No Units have built-in fireplaces.

E. Declarant intends by this document to impose upon the Property mutually-beneficial restrictions under a general plan of ownership and operation of the Property for the benefit of all of the said Units and the Owners thereof.

