

409250

Bel-Tane Acres
E. 3221 Tara Drive
SPOKANE, WA
99223

DECLARATION OF PROTECTIVE
 COVENANTS, CONDITIONS, AND RESTRICTIONS

Sandpoint Title Insurance
 FILED BY

BEL-TANE ACRES, FIRST ADDITION

'92 JUL 21 PM 3 52

BONNER COUNTY, IDAHO

39.00

RECORDED IN BONNER
 COUNTY, IDAHO
 BOOK 114 PAGE 14 DEF

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS ("Declaration"), is made on the date hereinafter set forth, by BEL-TANE ACRES, INC., also known as BEL-TANE, INC., a corporation ("Declarant"), with reference to the following facts:

A. Declarant is the owner of a certain subdivided tract of land consisting of approximately eleven (11) acres located in Bonner County, Idaho (the "Property"), which property is more particularly described as follows:

All property within the Plat of Bel-Tane Acres, First Addition, recorded October 12, 1988 in Book 4, Page 73, of plats, as Document No. 354181, records of Bonner County, Idaho.

B. Declarant has subdivided the Property into twenty-two (22) residential and/or recreational Lots (plus some Common Areas), as shown on the above described Plat, which Lots will be sold to members of the general public.

C. In addition to ownership of individual Lots, the purchasers will hold a membership in a new Association of all Owners, which Association will have ownership or easement rights in certain property, both within and outside the Plat. Such areas shall be known as Common Areas, and shall be operated and maintained for the benefit of the Owners of all Lots within the Property.

D. Declarant intends by this document to impose upon the entire Property mutually beneficial restrictions under a general plan of improvement for the benefit of all of the Lots and the Owners thereof.

Declarant hereby declares that the entire Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the following declarations, limitations, covenants, conditions, restrictions, and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property, and every part thereof, in accordance with the plan for the subdivision and sale of the Property as a residential and/or recreational community. All of the limitations, covenants, conditions, restrictions, and easements shall constitute covenants and encumbrances which shall run with the land and shall be perpetually binding upon Declarant and its successors-in-interest and assigns, and

all parties having or acquiring any right, title, or interest in or to any part of the Property.

ARTICLE 1

DEFINITIONS

1.1 "Association" shall mean Bel-Tane First Owners Association, Inc., an Idaho nonprofit corporation, formed by Declarant in conjunction with the recordation of this Declaration, the Members of which shall be Owners of Lots within the Property as provided herein.

1.2 "Board" or "Board of Managers" shall mean the Board of Managers of the Association, as it shall be constituted from time to time.

1.3 "Common Areas" shall mean those areas and rights, located both within and outside the Plat, that are held by the Association and operated and maintained for the benefit of the Owners of all Lots. Specifically, the Common Area shall include the following:

(a) Lot 1, Block 1, Bel-Tane Acres Subdivision, being a Parcel outside the Plat, to be owned in fee by the Association, and maintained as access to Lake Pend Oreille, for the benefit of all Lots within the Plat;

(b) The area located at the northwest end of the Plat, designated on the Plat as Common Area, to be owned in fee by the Association, and maintained as a buffer zone between Bel-Tane Road and South Plat Lake Road, for the benefit of all Lots within the Plat;

(c) A thirty (30) foot wide strip of land through the center of the Property, also designated on the Plat as Common Area, to be owned in fee by the Association, and maintained as a utility access area, for the benefit of all Lots within the Plat;

(d) A perpetual easement in the following described off-site parcels, and in the areas between such parcels and the Plat in which water lines are presently maintained, such parcels being a water well site and a reservoir site, to be operated and maintained by the Association for the benefit of all Lots within the Plat:

Well Site:

Beginning at the East Quarter Corner of Section 33, Township 57 North, Range 1 West, Boise Meridian, Bonner County, Idaho, said corner bearing South 88°41'38" East, 5,252.05 feet from the West Quarter Corner of said Section 33, thence North 77°26'07" West, 399.18 feet

to the INITIAL POINT. Thence South 67°39'28" West, 100.00 feet; thence North 22°20'32" West, 100.0 feet; thence North 67°39'28" East, 100.0 feet; thence South 22°20'32" East, 100.0 feet to the INITIAL POINT.

Reservoir Site:

Beginning at the East Quarter Corner of Section 33, Township 57 North, Range 1 West, Boise Meridian, Bonner County, Idaho, said corner bearing South 88°41'38" East, 5,252.05 feet from the West Quarter Corner of said Section 33; thence North 46°47'01" West, 1,100.37 feet to a point, said point being the center of a circle which has a radius of 50.0 feet, said circle being the Reservoir Protection Zone, LESS existing county road right-of-way, Instrument No. 218422.

(e) Roadways within the Plat providing access, ingress, and egress between the individual Lots and the public right of way, but only to the extent such roadways are not accepted and maintained by Bonner County or other governmental agency or municipality.

1.4 "Declaration" shall mean this Declaration of Protective Covenants, Conditions and Restrictions, as it may be amended from time to time.

1.5 "Lot" shall mean any of the numbered twenty-two (22) separate residential and/or recreational parcels as designated on the Plat.

1.6 "Member" shall mean a member of the Association, as defined in the Articles of Incorporation and Bylaws of the Association.

1.7 "Owner" or "Owners" shall mean the record holder or holders of title to a Lot within the Property. This shall include any person having a fee simple title to any Lot, but shall exclude persons or entities having any interest merely as security for the performance of any obligation. Further, if a Lot is sold under a recorded contract of sale to a purchaser, the purchaser, rather than the fee owner, shall be considered the "Owner."

1.8 "Person" shall mean any natural person, corporation, partnership, association, trustee, or other legal entity.

1.9 "Plat" shall refer to the recorded plat described in the recitals above, as amended from time to time.

409250

1.10 "Property" shall mean the entire real property covered by this Declaration.

ARTICLE 2

COMMON AREAS AND UTILITIES

2.1 Common Areas. The Common Areas shall include all of the areas set forth in Paragraph 1.3 above, and any additional property rights owned or acquired by the Association. Each Lot Owner shall have, as appurtenant to his membership in the Association, the nonexclusive right to use the Common Areas in accordance with the purposes for which they are intended, but without hindering the exercise of or encroaching upon the lawful rights of any other Lot Owner. While it is the intent of this Declaration to afford all Owners the full use and enjoyment of all Common Areas, the Declarant is particularly concerned about the use of the lake access lot (Lot 1, Block 1, Bel-Tane Acres Subdivision). In addition to such further rules as may be adopted by the Board under this Paragraph 2.1, the Declarant hereby declares that boats, boat trailers and boat equipment shall not be kept or stored on such lake access lot, except temporarily, for the purpose of putting boats in and taking boats out of the water (and may not be left on the access lot or on the road to the access lot during the use of the boat).

The rights and easements of use and enjoyment of the Common Areas created by this Declaration shall be subject to such rules and regulations as may be adopted by the Board from time to time. Without limiting the generality of the Board's authority to enact reasonable rules and regulations, such authority shall include the right of the Board to suspend the rights and easements of any Owner, and the persons deriving such rights and easements from any Owner, for use and enjoyment of any part of the Common Areas, for any period during which the payment of any assessment against the Owner and his Lot remains delinquent or during which the Owner may otherwise be in breach of this Declaration or the Bylaws of the Association.

Any Owner entitled to the right and easement of use and enjoyment of the Common Areas may designate such right to his tenants who are occupying his Lot, subject to reasonable regulation by the Board. An Owner who has made such a delegation of rights shall not be entitled to the use or enjoyment of any part of the Common Areas for so long as such delegation remains in effect.

Each Owner shall be liable to the Association for any damage to the Common Areas not fully reimbursed to the Association by insurance or otherwise, if the damage is sustained because of the negligence or willful misconduct of the Owner, or by any family member, guest, tenant, or invitee of the Owner. The cost of correcting the damage to the extent not reimbursed by insurance shall be a special assessment against such Lot and may be enforced as provided hereby for the enforcement of other assessments.

2.2 Utilities. The Association shall have easements over and across each Lot within the Plat, for the installation, maintenance, operation and repair of underground utility lines and appurtenant equipment, which easement shall, however, be confined to a ten (10) foot strip along the boundaries of each Lot. Without limiting the generality of the foregoing, Declarant hereby establishes in the Association such utility easements, whose center line is the property line common to Lots 15 and 16, and the property line common to Lots 7 and 8, and a sewer line and foot path easement whose center line is the property line common to Lots 10 and 11, all as is specifically set forth on the Plat.

Upon construction of a residence, an Owner shall hook onto the existing water system to be owned and operated by the Association. A one time hook-up charge (initially Three Hundred Fifty Dollars (\$350.00) as of the date hereof, but subject to adjustment by the Declarant to cover inflationary cost increases), shall be paid to the Declarant or its assignee. Installation must be completed according to specifications provided by the Declarant or its assignee, and all hook-up work shall be performed by the Owner at its expense. Following hook-up, a periodic charge shall be established by the Board, collectible in accordance with the assessment procedures described herein. No water well shall be drilled on any Lot except by the Declarant, the Association, or their respective assignees, where needed to service the Property. The Association shall have the right to prohibit water use for irrigation purposes during periods of water shortage. No reservoirs or swimming pools larger than one thousand (1,000) gallons per Lot may be filled from the community system.

Sewer, power, telephone, and other utilities shall be provided by public or private entities other than Declarant or the Association.

ARTICLE 3

OWNERS ASSOCIATION: ASSESSMENT LIENS

3.1 Organization of Association. The Association is or shall be incorporated under the name of Bel-Tane First Owners Association, Inc., as a nonprofit corporation under the Idaho Nonprofit Corporation Act.

3.2 Duties and Powers. The duties and powers of the Association are those set forth in this Declaration, and in the Articles and Bylaws of the Association, together with its general and implied powers as a nonprofit corporation, generally to do any and all things that a nonprofit corporation organized under the laws of the State of Idaho may lawfully do, and which are necessary or proper in operating for the peace, health, comfort, safety and general welfare of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in this Declaration, the Articles and Bylaws.

Notwithstanding the generality of the above powers, the principal purpose of the Association shall be to provide for the operation and maintenance of the Common Areas and of the water system servicing the Project (and also the Project roadways to the extent not maintained by Bonner County or other governmental agency or municipality), and to enforce the terms of this Declaration, the Articles and the Bylaws of the Association pursuant to the discretion of the Board, and to perform any other function as may be delegated to the Association by the vote of two-thirds (2/3) of the voting power of the membership. Subject to the approval of the membership, where required, all actions of the Association shall be undertaken by the Board; provided, however, that the Board shall have no power to incur indebtedness or to take any action requiring the expenditure of funds beyond those actually available or reasonably anticipated from the assessments described herein, without the vote of two-thirds (2/3) of the voting power of the membership.

3.3 Membership. The Owner of a Lot shall automatically, upon becoming the Owner of that Lot, be a Member of the Association, and shall remain a Member thereof until such time as such ownership ceases for any reason, at which time such membership in the Association shall automatically cease. Membership shall be in accordance with the Articles and the Bylaws of the Association.

3.4 Transfer of Membership. Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Lot to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in its name to the purchaser of its Lot, the Association shall have the right to record the transfer upon its books and thereupon the old membership outstanding and the name of the seller shall be null and void.

3.5 One Class of Membership; Voting Requirements. The Association shall have one class of voting membership established according to the Articles. Voting requirements shall be as set forth in the Bylaws.

3.6 Membership Meetings. Regular and special meetings of Members of the Association shall be held with the frequency, at the time and place, and in accordance with the provisions of the Bylaws of the Association.

3.7 Board of Managers. The affairs of the Association shall be managed by a Board of Managers, which shall be established and which shall conduct regular and special meetings according to the provisions of the Bylaws of the Association.

3.8 Assessments. In order to provide for the operation and maintenance of the Common Areas and otherwise to perform its responsibilities under this Declaration, the Board shall have the power to levy and collect assessments against all Lots within the

Property. All assessments, together with interest, costs, penalties, and actual attorney's fees, shall be a charge and a continuing lien upon the Lot against which each assessment is made, the lien to become effective upon recordation of a notice of assessment lien by the Board. Each assessment, together with interest, costs, penalties, and attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. All assessments shall bear interest at the prime rate charged by West One Bank (Main Branch, Coeur d'Alene), from time to time, plus two percent (2%), after the date such assessments or charges become payable. Such interest, as well as costs, including reasonable attorney's fees if suit is necessary to collect such assessments, and reasonable penalties established by policy of the Board, shall be additional charges on the Lot.

The assessment lien shall be subordinate to the lien of any underlying real estate contract, first mortgage or first deed of trust. No sale or transfer of any Lot shall affect any lien hereunder which has already attached or which relates to an assessment which has already become due, nor shall any sale or transfer relieve such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas or by abandonment of his Lot.

Except as provided below, each Lot shall bear an equal share of all assessments, and assessments shall commence as to all Lots in the Property immediately following closing of the sale of the first Lot to a member of the general public. Assessments shall be due on such date and with such frequency as may be designated by the Board. The Board shall determine and fix the amount of the annual assessment against each Lot; provided that the maximum assessment may not be increased by more than ten percent (10%) above the assessment for the immediately preceding fiscal year, without the vote or written assent of two-thirds (2/3) of the voting power of the Association.

Notwithstanding the foregoing, Declarant shall be exempt from assessment obligations, for so long as Declarant subsidizes all reasonable and ordinary operation and maintenance expense of the Common Areas, to the extent not covered by assessments on Lots owned by persons other than Declarant.

ARTICLE 4

BUILDING AND USE RESTRICTIONS

4.1 Use of Individual Lots. Use of all Lots shall conform with such zoning, subdivision, building, and other laws, regulations and ordinances as may be applicable. Lots shall be used only for single family residential and/or recreational purposes, by the Owner and his family, or by a single-family tenant. No cattle, pigs, goats, poultry, or other livestock or animals

409250

shall be permitted. No more than two (2) dogs may be kept on any Lot (the right to keep dogs being conditioned by a requirement that they be kept leashed or within an enclosed area within the Lot at times). A Lot may not be used for commercial or other nonresidential purposes unless approval is first given in writing signed by the Owners of three-fourths (3/4) of all Lots, and unless the proposed use complies with all requirements of any governmental or quasi-governmental agency having jurisdiction over the Property.

4.2 Lot Maintenance. Each Lot and the exterior appearance of improvements thereon shall be maintained in a clean, neat and orderly condition and in good repair at all times. All rubbish, trash and garbage shall be regularly removed from all Lots, and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be kept except in sanitary containers which shall be kept screened and concealed from the view of other Lots, the Common Areas, and all public ways. All Owners shall comply with all sewage disposal and sanitary regulations as established by the Department of Health for Bonner County, Idaho, and the State of Idaho as it pertains to every activity on the Lot.

4.3 Nuisances. No noxious, illegal, or offensive activities shall be carried on within any Lot; nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the other Owners of their respective Lots.

4.4 Improvements. Only one (1) single-family residence shall be allowed on each Lot; provided that secondary buildings, such as garages, storage buildings, green houses, sheds, and the like shall be permitted if the total coverage of all buildings (residence and secondary buildings) does not exceed twenty percent (20%) of the total land area of the Lot. The enclosed ground floor area of a residence, exclusive of outbuildings, open or screened porches, decks, patios, garages (attached or detached), atria, and the like, shall not be less than eight hundred (800) square feet, in the case of a single-story residence, or seven hundred (700) square feet, in the case of a multi-story residence. A "daylight basement", having windows on at least three sides, shall not be deemed a basement for purposes of this paragraph.

No improvements higher than thirty (30) feet shall be permitted, with the height being determined by measurement from the highest point vertically to the nearest point of naturally occurring ground.

No improvements shall be located closer than ten (10) feet from any Lot boundary.

The work of construction, altering or repairing any structure shall be diligently performed from its commencement until completion and, in any event, the exterior appearance thereof, including painting and/or staining, shall be completed within one (1) year after the commencement of construction. All

construction shall conform to requirements established by any governmental or quasi-governmental agency having jurisdiction over the Property.

Any driveway built over a drainage ditch of any road within or along the Property, shall have a standard galvanized metal culvert installed in the appropriate size established by the Declarant or the Association.

All utilities servicing any Lot shall be under ground, except where special written permission is provided by the Board, in cases where the burial of utility lines would be impractical or prohibitively expensive.

No permanent structures, trees, shrubs, or other improvements or obstacles that would unreasonably interfere with the repair, maintenance, operation, or replacement of water, power, sewer, or other utility lines, shall be allowed.

4.5 Mobile Homes/Trailers/Temporary Structures/Camping. No mobile home, residential trailer, tent, or temporary structure shall be permitted on any Lot. However, these restrictions shall not apply during any period of construction of permanent improvements on a Lot (so long as the construction complies with Paragraph 4.4 above). Notwithstanding the foregoing, recreational camping shall be allowed until December 31, 1995, beyond which date camping shall be allowed only during periods of construction in compliance with the limitations set forth in this Article 4.

4.6 Vehicle and Equipment Restrictions. No trailer (other than a boat trailer), commercial vehicle, bus, truck (other than standard size pickup truck), inoperable automobile, or similar equipment, and no vehicle which is in an extreme state of disrepair, shall be permitted to remain upon any Lot, other than temporarily (as for purposes of loading and unloading of passengers or personal property), unless placed or maintained within an enclosed garage, or within such portion of the Common Areas as may be designated by the Board for such use. No noisy or off-road, unlicensed motor vehicles shall be maintained or operated upon the property, except such recreational vehicles as may have been approved by the Board.

4.7 Timber. Timber growing on a Lot may be used by the Owner for the Owner's personal firewood, fence, or for construction of buildings or driveways located on that Lot. No timber shall be sold for commercial purposes or cut for sale or use off the subject Lot without the consent of the Board.

4.8 Signs. No signs shall be displayed to the public view on any Lot, except such signs as may be approved in writing by the Board. This restriction shall not apply to resident identification signs, "No Hunting" and/or "No Trespassing" signs, and/or "For Sale" or "For Rent" signs, which shall be allowed provided they do not exceed three (3) square feet in size.

409250
4.9 No Further Subdivision. Lots may not be further subdivided.

ARTICLE 5

ARCHITECTURAL CONTROL

5.1 Prohibition of Alteration and Improvement. No building, sign, fence, wall, obstruction, road, landscaping, or structure of any kind, shall be commenced or maintained upon the Property, nor shall any alteration or improvement of any kind be made thereto unless and until the same has been approved in writing by the Declarant or by an Architectural Committee (the "Committee") appointed by the Board, as provided in this Article.

5.2 Development Plans and Approval. Plans and specifications showing the nature, kind, shape, color, size, materials and location of such improvements or alterations, shall be submitted to the Declarant or Committee for approval as to quality of workmanship and design. However, no permission or approval shall be required to rebuild in accordance with plans and specifications previously approved by the Declarant or Committee.

Any application submitted pursuant to this Article shall be deemed approved, unless written disapproval or a request for additional information or materials shall have been transmitted to the applicant within thirty (30) days after the date of receipt by the Declarant or Committee of all required materials. All decisions of the Declarant or Committee shall be final and binding.

5.3 Declarant or Committee. The architectural control over the Project shall be exercised by the Declarant until ten (10) Lots shall have been sold to members of the general public. Thereafter, architectural control shall be exercised by an Architectural Committee. If a Committee is to be appointed, all members thereof shall be appointed by the Board, and shall be Owners of Lots within the Project. There shall be not less than three (3) nor more than five (5) members of the Committee, as determined by the Board. Unless and until a Committee is appointed, the functions of the Committee shall be undertaken by the Board.

The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder. Neither the Committee nor any member of the Committee shall be liable in damages or otherwise for decisions made in good faith pursuant to the authority granted in this Article.

ARTICLE 6

GENERAL PROVISIONS

6.1 Enforcement. Any Owner, the Association, and any governmental or quasi-governmental agency or municipality having jurisdiction over the Property shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by this Declaration, and in such action shall be entitled to recover costs and reasonable attorneys' fees as are ordered by the Court. Failure by any such person or entity to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

6.2 Invalidity of Any Provision. Should any provision of this Declaration be declared invalid or in conflict with any law of the jurisdiction where the Property is situated, the validity of all other provisions shall remain unaffected and in full force and effect.

6.3 Duration and Amendment of Declaration. This Declaration shall endure perpetually, but may be amended or revoked at any time by the recordation of an instrument signed and acknowledged by the Owners of three-fourths (3/4) of all Lots, following a meeting called according to the Bylaws. Revocation or amendment of this Declaration shall not diminish or otherwise adversely affect the access and utility easement rights described herein.

6.4 Mortgage Protection Clause. No breach of any of the covenants, conditions and restrictions contained in this Declaration, nor the enforcement of any provisions herein, shall render invalid the lien of any mortgage or other encumbrance on any Lot made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise.

6.5 Limitation of Restrictions on Declarant. Declarant is undertaking the work of subdivision of the Property. The completion of that work and the sale, rental, and other disposal of the Lots is essential to the establishment and welfare of the Property as a community. In order that said work may be completed and said Property established as a fully occupied community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, its contractors, or subcontractors from doing on the Property or any Lot, whatever is reasonably necessary or advisable in connection with the completion of the work; or

(b) Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts

of the Property, such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing said Property as a community and disposing of the same in parcels by sale, lease or otherwise; or

(c) Prevent Declarant from maintaining such sign or signs on any of the Property as may be necessary for the sale, lease or disposition thereof.

So long as Declarant, its successors-in-interest and assigns, owns one or more of the Lots established and described in this Declaration and except as otherwise specifically provided herein, Declarant, its successors and assigns, shall be subject to the provisions of this Declaration.

6.6 Termination of Any Responsibility of Declarant. In the event Declarant shall convey all of its right, title and interest in and to the Property to any partnership, individual or individuals, corporation or corporations, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant.

6.7 No Warranty of Enforceability. While Declarant has no reason to believe that any of the covenants, conditions, or restrictions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such covenants, conditions, and restrictions. Any Owner acquiring a Lot in reliance on one or more of such covenants, conditions, and restrictions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot agrees to hold Declarant harmless therefrom.

The undersigned has executed this Declaration on
July 20, 1992, ~~1990~~.

BEL-TANE ACRES, INC., a
 corporation

By Ralph E. Page
 Its President

By _____
 Its _____

STATE OF Washington)
 : ss.
 County of Spocon)

On this 20th day of July, 199⁹², before me,
Helen M. Wilson, a Notary Public in and for the State of
Washington, personally appeared Dale E. Gage and
[Signature], known or identified to me to be the
President and [Signature], respectively,
 of BEL-TANE ACRES, INC., the corporation that executed the
 instrument or the persons who executed the instrument on behalf
 of said corporation, and acknowledged to me that such corporation
 executed the same.

WITNESS my hand and official seal hereto affixed the day and
 year first above written.

Helen M. Wilson
 Notary Public for Washington
 Residing at: Spocon
 Commission Expires January 23, 1994