

**WHEN RECORDED MAIL DEED AND TAX NOTICE TO:**

JAMES F. SELANDER  
760 Gardiner Beach Road  
Sequim, WA 98362

Order No. 111210  
Tax I.D. No. H-SKRG-5-A-F-5

Space Above This Line for Recorder's Use

**WARRANTY DEED**

Corporate Form

**SHADOW GLEN 420, INC., a Nevada Corporation**, organized and existing under the laws of the State of Nevada, with its principal office at Las Vegas, County of Clark, State of Nevada, grantor(s), hereby

**CONVEYS and WARRANTS to**

**JAMES F. SELANDER and JAYNE T. SELANDER**, Husband and Wife, as Joint Tenants with Full Rights of Survivorship, grantee(s) of Sequim, County of Jefferson, State of Washington, for the sum of

TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION

the following described tract of land in WASHINGTON County, State of UTAH:

**All of Lot F-5, SKY RIDGE HOMESITES - PHASE 5-A, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.**

TOGETHER WITH all improvements and appurtenances thereunto belonging.

SUBJECT TO easements, restrictions, reservations and rights of way currently appearing of record and those enforceable in law and equity.

**\*\* See Disclosure Agreement Attached hereto and made a part hereof \*\***

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor(s) has/have caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 14th day of November, A. D. 2003.

ATTEST:

**SHADOW GLEN 420, INC., a Nevada Corporation**

\_\_\_\_\_

BY:

*Eugene Buckley*

Secretary

EUGENE L. BUCKLEY, President

[CORPORATE SEAL]

**NOTARY**

STATE OF NEVADA )  
County of Clark ) ss

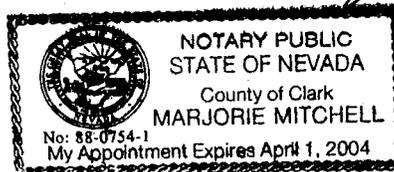
On the 17<sup>th</sup> day of November, A. D. 2003 personally appeared before me, EUGENE L. BUCKLEY, who being by me duly sworn, did say, that the he the said EUGENE L. BUCKLEY, is the President of **SHADOW GLEN 420, INC., a Nevada Corporation**, and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by a resolution of its board of directors) and said EUGENE L. BUCKLEY duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

*Marjorie Mitchell*

Notary Public

My Commission Expires: 4-1-04

Notary Public residing at: Las Vegas, Nevada



# **DISCLOSURE AGREEMENT**



This information is provided for you by  
*Gemstone Homes*

*Gemstone Properties Inc.*

JA/JS      11, 10, 03  
Buyers Initials      Date

RBT      11, 11, 03  
Sellers Initials      Date



which include, without limitation, provisions relating to easements, use restrictions, the construction, alteration and maintenance of improvements and landscaping, architectural approvals, and annexation.

7. **Homeplans** All home plans must be approved by the developer prior to construction. By signing this Disclosure the Buyer agrees to have their home plan approved prior to construction.
8. **Lot Preparation.** Much of the property upon which the Sky Ridge project is build consists of sand and lava rock formations. Although the sand is a workable structure, the lava and other rock formations can be a problem. Thus, a potential purchaser should carefully inspect their lot to determine the scope and extent of construction cost which may be incurred as a result of rock formations on the property. In some cases, this may limit the opportunity for construction of a basement and/or swimming pool, and may affect the location of the home, as well as the cost of foundation construction. Our standard home prices include a \$400 allowance for excavation, however the cost will vary from lot to lot, depending on the rock formation situated on the respective lots. It is recommended that potential purchasers consult an engineer and architect in this regard prior to making a purchase.
9. **Landscaping.** All Owners must complete all front and side yard landscaping prior to occupancy and must complete rear yard landscaping no later than six (6) months following the date of occupancy. The Developer may compel completion of their landscaping and assess the cost thereof to the owner in the event this condition is violated.
10. **Views and Sight Lines.** As residences and other improvements are constructed and landscaping is installed and matures, the appearance of the subdivision will change as will the views and sight lines from the Property. Notwithstanding any height and/or setback restrictions set forth in the CC&R's Developer makes no representation or warranty concerning any views or sight lines or the height, size, location or shape of other residences, landscaping or improvements within the subdivision, except not two story homes measuring from the street level will be allowed.
11. **Easements.** There are various types of easements affecting the Property as reflected in the CC&R's, preliminary title report, and subdivision map(s) including, without limitation, utility, sewer line and drainage easements.
12. **Architectural Control Committee.** By virtue of ownership of a lot/home in the subdivision, all owners are subject to the authority of any architectural review or control committee or group established by the CC&R's. Buyer understands and acknowledges that such committee or group is empowered to, without limitation, review and approve all improvements constructed or placed on the Property.
13. **Home Warranty.** Each Buyer is provided with a warranty manual, which includes amongst other things, necessary and regular maintenance instructions to prolong the life of the materials and construction of the home. Buyer, by closing escrow, agrees to immediately contact Builder should any potential problem develop to inspect, solve and determine any warranty coverage. Builder will not be responsible for any unauthorized repairs by others. In addition, Buyer agrees to take reasonable steps to minimize the extent of damage such as shutting off the water in the event of a leak, etc.

JA/975 1/10/03  
Buyers Initials Date

AB4 11/11/03  
Sellers Initials Date

There are many conditions and aspects affecting the use of the Property and the above disclosures are an effort to discuss some of the important aspects, but they are not meant to represent all factors. There may be other matters affecting the purchase and use of the Property which are of interest to Buyer or which arise later, and Builder will endeavor to respond to those inquiries in a diligent manner.

This Disclosure Statement is deemed a part of the Purchase Agreement and will be made a part of your deed. The Purchase Agreement, the CC&R's and this Disclosure Statement may deal with the same subject matter, however, none of them shall limit the other's treatment of such subject matter.

I HEREBY CERTIFY AND ACKNOWLEDGE THAT I HAVE READ THE FOREGOING, HAVE BEEN PROVIDED A COPY OF THIS DISCLOSURE AGREEMENT AND THE COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R'S) AND ACKNOWLEDGE THAT IT IS PART OF THE PURCHASE AGREEMENT AND THE DEED

Monday, November 10, 2003

James J. Selander  
(Buyers Signature)

Jayne T. Selander  
(Buyers Signature)

Rob G. Lindquist  
Seller

JS 11/10/03  
Buyers Initials Date

Rob 11/11/03  
Sellers Initials Date