



RETURN NAME and ADDRESS

EDWARD TURNER

720 W BOONE AVE STE 200

SPOKANE WA 99208

Please Type or Print Neatly and Clearly All Information

Document Title(s)

PLAT/PUD DECLARATION OF COVENANT

Reference Number(s) of Related Documents

None

Grantor(s) (Last Name, First Name, Middle Initial)

BELLA TERRA CONSTRUCTION AND DEVELOPMENT, LLC

Grantee(s) (Last Name, First Name, Middle Initial)

COUNTY OF SPOKANE, BELLA TERRA GARDENS HOMEOWNERS ASSOCIATION

Legal Description (Abbreviated form is acceptable, i.e. Section/Township/Range/Qtr Section or Lot/Block/Subdivision)

26-25-43 SW

Assessor's Tax Parcel ID Number

PORTION OF PARCEL 35263.9134

The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the accuracy and completeness of the indexing information provided herein.

Sign below only if your document is Non-Standard.

I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document. Fee for non-standard processing is \$50.

Signature of Requesting Party

Return to: Edward H. Turner
720 W. Boone Ave. Suite 200
Spokane, WA 99208

PLAT/PUD DECLARATION OF COVENANT

THIS DECLARATION OF COVENANT is made and entered into this 10th day of August, 2016.

In consideration of the approval by Spokane County of Bella Terra Gardens, PUD (herein after referred to as the "Development"), the undersigned covenants are agrees that:

1. Parties:

The parties to this Declaration are the respective owners of, purchasers of, and/or those having an interest in the "Development" legally described on Exhibit A attached hereto and incorporated herein. The terms "Development" and "Lot(s)" used in this declaration shall refer to the real estate described in this paragraph 1.

2. Recitals:

(a) The Development is to be served by a private road which will provide access for ingress and egress to and from each of the Lots and the Development.

(b) This Declaration sets forth the rights, liabilities and duties of the parties as to the construction, maintenance and use of said private road.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and the mutual benefits to each party, it is agreed as follows:

3. Construction of Road:

Bella Terra Construction and Development, LLC, a Washington limited liability Company, hereinafter referred to as "Developer" shall construct the road to serve the Lots in the Development in accordance with the adopted Spokane County road standards for future private roads.

Said road shall be constructed within and upon the right of way described in the Plat attached hereto and by this reference made a part hereof as Exhibit "B".

4. Release of Spokane County:

(a) Spokane County has no responsibility to build, improve, or maintain or otherwise service the private road, and associated drainage facilities contained within or providing service to the property described in the Development. By accepting this development or subsequently by allowing a building permit to be issued for property on a private road, Spokane County assumes no obligation for said private road and the owners hereby acknowledge that the County has no obligation of any kind of nature whatsoever to establish, examine, survey, construct, alter repair, improve, maintain, provide drainage or snow removal on a private road or its' associated drainage facilities.

(b) The undersigned parties, their heirs, successors or assigns hereby release Spokane County, and all its officers, employees and agents from any responsibility or liability for any damage whatsoever to the hereinabove described Property and improvements thereon as a result of approval of the Development and allowing a building permit to be issued on Property which is served by a private road.

5. Cost of Maintenance of Private Road:

Each party hereto agrees to pay for the costs and expenses incurred in maintaining the private road as a Regular and/or Special Assessment pursuant to the Covenant Codes & Restrictions of the Development.

6. Maintenance of Road:

The Bell Terra Gardens PUD Owners Association (Association") or their successors in interest shall maintain the private roads, gates and associated drainage facilities in conformance with the approved plans on file in the County Engineer's Office.

Maintenance of the road shall include grading, snow plowing, pothole repairs, curb and gutter repair and replacement, inlet top repair, annual crack sealing, vegetation control, ditch bottom structural repair or replacement, road paving replacements and such other general maintenance as may be necessary to keep the road in good condition as determined by the Association.

Should the Association be terminated for any reason, the successors in interest shall be the individual Lot owners, or their successors in interest, who are members of the Association at the time of said termination.

7. Use of Road:

Each party agrees to operate motor vehicles upon said road in a safe and prudent manner,

not to obstruct, hinder or prevent use of said road by the other parties hereto, their invitees and licensees, or by emergency vehicles, and to refrain from causing damage to said road.

8. Binding Effect:

This agreement shall run with said Property and shall be binding upon any parties who, subsequent to the date hereof, shall acquire any right, title or interest in said Property or any part thereof, and said parties are parties to this agreement upon their acquisition of said right, title or interest.

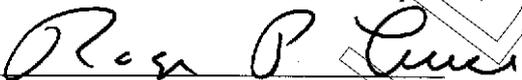
9. Amendment:

This Declaration may be amended by the Developer during the period of the Declarant Control as provided in the CCR's and after the period of Declarant Control by an affirmative vote of fifty (50%) percent of the Members of the Association serviced by the above described road. For the purposes of such an amendment, each Lot shall have one vote regardless of the number of individuals who may be joint owners or owners in common of any Lot. Any amendment shall be effective only when it is in writing, signed by the required number of owners, and recorded with the Spokane County Auditor.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers this 10th day of August, 2016.

Bella Terra Construction and Development, LLC

By:



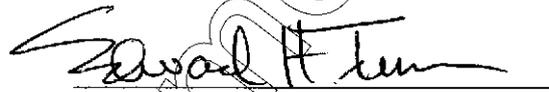
Roger P. Fruci

Its: Manager

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 6th day of August, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, Roger P. Fruci, to me known to be the Manager of Bella Terra Construction and Development, LLC., the 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 is the corporate seal of said corporation.

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



Notary Public in and for the State
of Washington, residing at Spokane
Name: EDWARD H TURNER
My appointment expires: 6-10-17

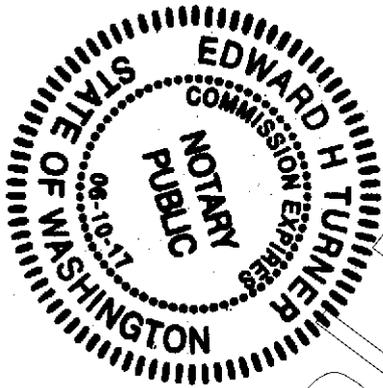


EXHIBIT A

BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 43 EAST, WILLAMETTE MERIDIAN, OF SPOKANE COUNTY, WASHINGTON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 25 NORTH, RANGE 43 EAST, WILLAMETTE MERIDIAN, SPOKANE COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

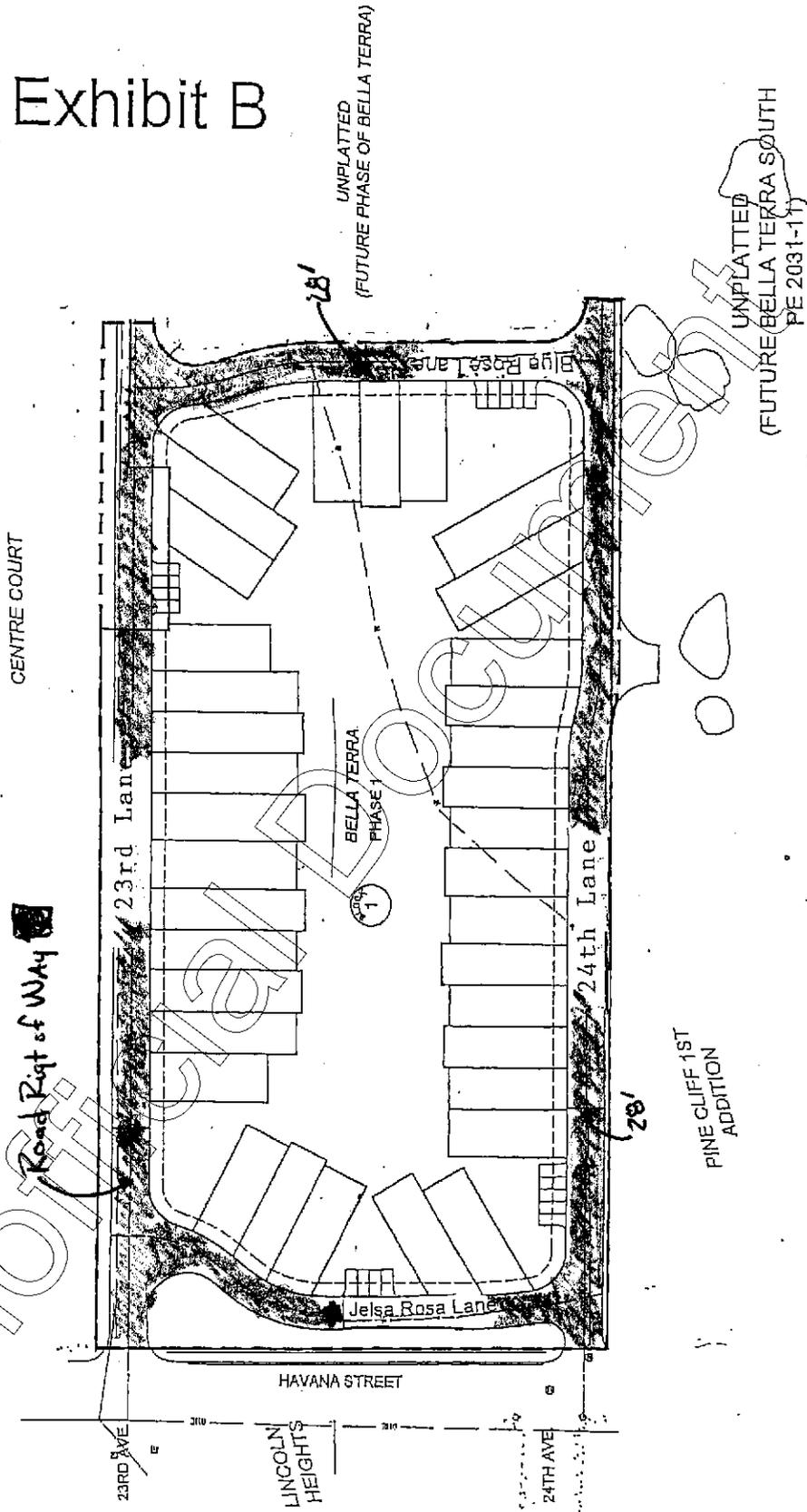
COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SOUTH 89°27'01" EAST A DISTANCE OF 30.00 FEET TO THE EAST RIGHT OF WAY OF HAVANA STREET AND ALSO BEING THE **POINT OF BEGINNING**;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°27'01" EAST A DISTANCE OF 528.04 FEET TO THE SOUTHEAST CORNER OF LOT 15, BLOCK 1 OF THE FINAL PLAT OF CENTRE COURT, PER BOOK 36 OF PLATS AT PAGES 61 AND 62; THENCE SOUTH 00°32'59" WEST A DISTANCE OF 50.00 FEET; THENCE SOUTH 89°27'01" EAST A DISTANCE OF 120.00 FEET; THENCE NORTH 00°32'59" EAST A DISTANCE OF 30.00 FEET; THENCE SOUTH 89°27'01" EAST A DISTANCE OF 104.23 FEET; THENCE SOUTH 00°09'49" EAST A DISTANCE OF 18.00 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 100°55'26", AN ARC LENGTH OF 52.84 FEET, A CHORD BEARING OF SOUTH 40°05'16" WEST, AND A CHORD LENGTH OF 46.27 FEET; THENCE IN A SOUTHERLY DIRECTION WITH A COMPOUND TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 186.00 FEET, HAVING A CHORD BEARING OF SOUTH 14°08'47" EAST AND A CHORD DISTANCE OF 24.47, HAVING AN INTERIOR ANGLE OF 07°32'40" AND AN ARC LENGTH OF 24.49 FEET; THENCE IN A SOUTHERLY DIRECTION WITH A REVERSE TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 214.00 FEET, HAVING A CHORD BEARING OF SOUTH 09°07'58" EAST AND A CHORD DISTANCE OF 65.37, HAVING AN INTERIOR ANGLE OF 17°34'19" AND AN ARC LENGTH OF 65.63 FEET; THENCE SOUTH 00°20'49" EAST A DISTANCE OF 168.87 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 89°06'58", AN ARC LENGTH OF 46.66 FEET, A CHORD BEARING OF SOUTH 44°54'17" EAST, AND A CHORD LENGTH OF 42.10 FEET; THENCE SOUTH 00°32'14" WEST A DISTANCE OF 22.46 FEET A POINT ON THE NORTH LINE OF THE SOUTH 1613.50 FEET OF SAID SOUTHWEST QUARTER; THENCE ALONG SAID NORTH LINE, NORTH 89°20'11" WEST A DISTANCE OF 769.24 FEET TO THE EASTERLY RIGHT OF WAY OF HAVANA STREET.; THENCE ALONG SAID EASTERLY RIGHT OF WAY OF HAVANA STREET, NORTH 00°00'00" WEST A DISTANCE OF 381.13 FEET; TO THE **POINT OF BEGINNING** FOR THIS DESCRIPTION.

EXCEPT HAVANA STREET.

CONTAINING 274,536.88 S.F. (6.30 ACRES) OF LAND MORE OR LESS.

Exhibit B



Unofficial Copy